



CITY OF KETCHUM, IDAHO
SPECIAL MEETING - CITY COUNCIL

Monday, May 23, 2022, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AMENDED 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:

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/86383896947>
Webinar ID: 863 8389 6947
2. Address the Council in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comment submitted at participate@ketchumidaho.org

CONSENT AGENDA:

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

2. ACTION ITEM: Approve minutes of May 9, 2022, as submitted by Tara Fenwick, City Clerk.
3. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Gallagher Rubel, Treasurer.
4. ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 860,120.87, as submitted by Shellie Gallagher Rubel, Treasurer.

- [5.](#) ACTION ITEM: Recommendation to approve Alcohol Beverage License, as submitted by Shellie Gallagher Rubel, Treasurer.
- [6.](#) ACTION ITEM: Recommendation to approve Purchase Order #22095 with Thatcher Company, Inc. for Aluminum Sulfate, as submitted by Mick Mummert, Utilities Supervisor.
- [7.](#) ACTION ITEM: Recommendation to approve the 231 Sun Valley Rd Condominium Subdivision Final Plat, as submitted by Suzanne Frick, Planning and Building Director.
- [8.](#) ACTION ITEM: Recommendation to approve preliminary plat for 131 Topaz to subdivide Lot 1 of Block 1 of the Gem Street Subdivision, as submitted by Suzanne Frick, Director, Planning and Building.
- [9.](#) ACTION ITEM: Authorization to extend Professional Services Contract #22038 with Carissa Connelly, City of Ketchum Housing Strategist, as submitted by Jade Riley, City Administrator.
- [10.](#) ACTION ITEM: Recommendation to approve Purchase Order #22096 with Brown and Caldwell for Professional Services Regarding Geothermal Analysis, as submitted by Jade Riley, City Administrator.
- [11.](#) ACTION ITEM: Recommendation to approve Access Easement Agreement with Church of Jesus Christ of Latter-Day Saints, as submitted by Jade Riley, City Administrator.
- [12.](#) ACTION ITEM: Recommendation to approve Memorandum of Understanding (MOU) #22-002 with Blaine County, Mountain Rides, Blaine County Recreation District and the Cities of Hailey and Sun Valley related to Community Bicycle & Pedestrian Master Plan, as submitted by Jade Riley, City Administrator.
- [13.](#) ACTION ITEM: Authorization of Artist Loan Agreement #22097 for Doug Warnock, as submitted by Jade Riley, City Administrator.

PUBLIC HEARING:

NEW BUSINESS:

- [14.](#) FY23 Budget Development Kick-off Session, as submitted by Shellie Gallagher Rubel, Treasurer and Jade Riley, City Administrator.

EXECUTIVE SESSION:

15. Pursuant to Idaho Code Section 74-206(1)(f) – pending/potential litigation and 74-206(1)(d) – records exempt from disclosure.

ADJOURNMENT:

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Monday, May 09, 2022 3:28 PM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Monday, May 9, 2022 - 3:27pm

Submitted by anonymous user: 134.50.4.160

Submitted values are:

First Name Kevin

Last Name Marsh

Email kevin.r.marsh@gmail.com

Question/Comment

I'd like to recommend that city plans for upgrades in public spaces include additional electric vehicle charging stations. I'm a homeowner in Ketchum, and I own an EV. Data suggest to expect a very sharp rise in EV ownership, and we can expect that our few charging facilities in Ketchum will not meet the demand in the near future. Many travelers look for charging facilities before committing to visit a destination. More stations will promote visitation and accompanying spending.

There is plenty of stimulus money intended to expand the charging infrastructure in Idaho. Also, the city does not have to cover the costs of the electricity. Using an existing network that bills users, such as the ChargePoint system used at the city building in Hailey, is a nice option that places the cost on EV owners, not the public.

It would be important to offer both level 2 and level 3 charging with new facilities in Ketchum. Right now, drivers need to go to Hailey for a level 3, rapid charger.

Please work towards this goal. It meets the broader objectives of the city for economic development, sustainability, and clean air, and available funding could cover most or all of the costs.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10481>

Lisa Enourato

From: HP Boyle <boylehp@yahoo.com>
Sent: Tuesday, May 10, 2022 10:15 AM
To: Participate
Cc: Mark Dee; Greg Foley; Carissa Connelly; bob@sunvalleyrealtors.org; Tim Carter; Courtney Hamilton; gretchengorham@gmail.com; Scott Boettger; Matt Gorby; projecttoolsuccess@yahoo.com; Sarah Michael; Lynne Barker; Brooke Pace McKenna; Suzanne Frick; dwilson@wilsonconstructions.com; Harry Griffith; Perry Boyle; Mary Fauth; nspence@thehungercoalition.org; pfaeffle@slhs.org; Susan Scovell; Sally Gillespie; Dan Turner; schlatter4@gmail.com; Jade Riley; Lisa Enourato; Aly Swindley; Ellen Campfield Nelson; Seana Doherty; Morgan Landers
Subject: PUBLIC COMMENT on City Council Meeting 5/9

Yesterday's discussion in the Council meeting highlighted the fundamental flaw in the Housing Action Plan. The HAP is focused on *demand* for housing by people with income levels that make housing in Ketchum unaffordable. While that sounds good, it will lead to a misallocation of resources. Should taxpayer resources be prioritized to go to people who move here without a job (like Councillor David's example) or to retirees who want a nice place to live? I think the consensus of the electorate would be a resounding "no" if they understood that this the HAP's direction.

The tortured definition of "workforce" in the HAP is a case in point. How can the word "workforce" be stretched as to include people who voluntarily choose not to work (e.g., retirees)? They are, by every reasonable definition, not in the workforce.

Instead, the HAP should be focused on **need** for housing in Ketchum by workforce categories that are not paid enough to afford housing in the community. Health care workers, teachers, non-profit workers, first responders, service workers are likely to be the priority. Then figure out the family types and income levels to generate the the plan for types of housing to be prioritized. Not income levels first, then workers, as in the HAP you have just adopted.

The Housing Strategist should be working with employers to identify where we are short in the workforce, and the HAP should focus on taxpayer subsidies for those categories of workers. A lot of the onus should be on employers, and the City should work with employers to minimize the cost of housing for those key areas of labor shortage.

In sum, the City's approach is backwards. By focusing on *demand* (which is infinite) rather than *need*, the Council will ensure continued poor housing decisions.

I urge the Council to return the HAP to the Task Force for continued development.

Respectfully,

Perry Boyle

Lisa Enourato

From: briskyd <briskyd@earthlink.net>
Sent: Tuesday, May 10, 2022 7:45 PM
To: Participate

The Briscoe -Jacquet house bill 813 has been introduced into the idaho legislature and sent to committe. It is the bill for allowing . real estate transfer fees for resort cities for workforce housing. It will .be discussed in thr fall session. We need broad county support.

Dewayne Briscoe former sun valley mayor

Sent from my Verizon, Samsung Galaxy smartphone

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Friday, May 13, 2022 3:57 AM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Emergency General Public Comments, CALL TO SUSPEND ELECTION

May 13, 2022

Ketchum Mayor and City Council

Emergency (to be included also in the record as Comments for the next city council special and general meetings, in May and June 2022

1
**NOTICE OF GRAVE VIOLATION OF IDAHO INTEGRITY IN ELECTIONS LAW/
*CALL TO SUSPEND ELECTION***

- Has the Ketchum city council (aka The Wrecking Crew) been caught using public funds to pay for deceptive and biased campaign materials in blatant violation of Idaho Public Integrity in Elections Law, Idaho Code 74-601 et seq. - e.g., “MAY 17 LOT FOR HOUSING VOTE”?
- How much money and time were misappropriated? What other election misconduct is going on?
- Will charges be brought against any Crew member, and **must this election be immediately suspended?**

2

ROTTEN LOTTEN -

- **Vote NO! on LOT.**
- **Ketchum is the highest taxed city in Idaho with the worst results.**
- **Ketchum city council has a proven track record of failed projects and gross overspending accomplishing nothing. Witness the disgraceful eyesore of The Grand Hole (Hotel) at town entrance.**
- **This tax would especially punish workers and minorities.**

- **The funding would go into a sinkhole of incompetence, would encourage the inflow of low waged workers, and would seriously worsen worker housing problems.**
- **Ketchum Retailers oppose it.**
- **You don't raise taxes when you're heading into a recession.**
- **Ketchum City has a failed track record when it comes to housing solutions and has poisoned many free market affordable housing initiatives.**
- **Just Say No to stumbled government corruption.**

LOT PODRIDO

- **¡Vota NO!**
- **Ketchum ya es la ciudad con los impuestos más altos en Idaho con los peores resultados.**
- **El ayuntamiento de Ketchum tiene un historial comprobado de proyectos fallidos y gastos gravemente excesivos que no logran nada. Testigo: la vergonzosa monstruosidad de "El Gran Agujero Hotel ("The Grand Hole Hotel)" en la entrada de la ciudad.**
- **Este impuesto castigaría duramente a los trabajadores y las minorías.**
- **La financiación iría a un sumidero de incompetencia, fomentaría la entrada de trabajadores con salarios bajos y empeoraría gravemente los problemas de vivienda de los trabajadores.**
- **Los minoristas de Ketchum se oponen.**
- **No se deben subir impuestos ante una recesión.**
- **Ketchum City tiene un historial fallido con respecto a soluciones de vivienda y ha envenenado muchas iniciativas de vivienda asequible del mercado libre.**
- **Simplemente diga NO a la corrupción gubernamental tropezada.**

3 OBJECTION AND REQUEST TO QUASH "PUBLIC HOUSING PLAN"

- **Has anyone read the hog-washed "Public Housing Plan" dated May 9, presented to the council at its last Secret ("Special") Meeting? <https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-737ae13613714b298d7bf157ec307cb8/ITEM-Attachment-001-24a0f981289842c582d6f4f4c882ac81.pdf>**

- Is this but a stumbled government concoction conceived and pursued by noxiously nattering nabobs keen to further plunder and usurp power by Aggravated Stumbling and Noxious Interference while accomplishing nothing worthwhile?
- Are there members of the public also getting in on this Scam?

4

BLUEBALL BLUEBIRD

- Before proceeding further with this project, must TW Crew notify the public of how many millions of dollars of taxpayer money it is burning by this grossly sub- optimized use of this city property?
- Will there be a full investigation of improprieties?
- Whether or not the evidence suggests that the site is a crime scene, must not an Investigation target those profiteering from this project's improprieties and illegalities?

Thank you

,

Jim

Lisa Enourato

From: liz keegan <lizkeegan@yahoo.com>
Sent: Wednesday, May 18, 2022 1:01 PM
To: Participate
Subject: LOT Next Steps

Mayor, Council, Staff,

Thank you for all you did to get the LOT on the ballot and to incorporate it into the Housing Action Plan. Like you, I am disappointed we could not reach the 60% threshold needed to implement the tax increases for workforce housing.

We must not give up on offering more housing for our friends and neighbors who anchor this community. Through grants, philanthropy, converting STR or vacant units into long term rentals, market rate and workforce development, we need to push forward. Our Valley has proven that we can raise millions for the needs we believe in, so together we must convince more people that housing is key to remaining the place we love to call home.

Thank you for the opportunity to comment.

Liz Keegan, Ketchum

Lisa Enourato

From: Mary Rolland <sohoartist@me.com>
Sent: Friday, May 20, 2022 2:06 PM
To: Participate
Cc: Mary Rolland
Subject: Affordable housing funding options

The Mayor and City Council and local and out of owners generously funded the Warm Springs Preserve, for a big open area for owners dogs. The dogs in this town have better lives than those in need of affordable quarters for living. Those who funded, funded for their dogs but would not vote for the LOT tax .

If you can raise \$9 million by setting up a fund...Then why can't you generate a new fund for housing. Get matching funds from the wealthy owners and generate as much as you hoped for with the new Lot tax.

AMEND THE EXISTING LOT tax to INCLUDE A SPECIFIC AMOUNT ANNUALLY FOR AFFORDABLE HOUSING. Don't ask residents to pay more tax with a new LOT tax.

Affordable housing does not have to include families of 4 or more. Build multiple mini units of 250-300sf per unit. Furnished with a bathroom and kitchenette. Include a community area for residents. And parking can be on the first(ground) floor under the 2nd-4th floors. Easily 100+ units .

FINALLY, AND I HAVE MENTIONED THIS BEFORE....BRING AFFORDABLE HOUSING AND LIVE WORK TO THE LIGHT INDUSTRIAL. INCLUDE LEGAL LIVE WORK ON THE GROUND FLOOR.
THIS IS A 2 FOR 1 FOR BUISNESSES WHO NEED BOTH COMMERCIAL AND HOUSING.

HAILEY AND BELLEVUE ARE MORE ACTIVELY PROGRESSIVE AND GETTING HOUSING NOW. KETCHUM NEEDS TO CATCH UP AND ACT NOW. TOO MUCH TALK AND NOTHING REALISTICALLY IN THE FUTURE FOR AT LEAST 3 YEARS OR LONGER.

MARY ROLLAND
NORTHWOOD WAY



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, May 9, 2022

CALL TO ORDER: *(00:07:00 in video)*

Mayor, Bradshaw called the meeting of Ketchum City Council to order at 4:01 p.m.

Roll Call:

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

Also Present:

Jade Riley - City Administrator
Carissa Connelly - Housing Strategist
Sarah Michaels – Blaine County Housing Authority
Tara Fenwick - City Clerk & Administrative Business Manager
Matt Johnson - City Attorney

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

None.

CONSENT AGENDA: *(00:07:45 in video)*

Motion to approve consent agenda. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Amanda Breen. All in Favor.

PUBLIC HEARING: *(00:08:10 in video)*

Ketchum Housing Strategist, Carissa Connelly provided a summary overview of Resolution #22-020 adoption of the Housing Action Plan.

Mayor, Neil Bradshaw, allowed public comment.

Public Comment:

None.

Mayor, Neil Bradshaw, closed public comment.

Councilors discussed materials with staff and provided direction.

Motion to adopt Resolution #22-020. Motion made by Councilor, Amanda Breen, seconded by Councilor, Michael David. All in Favor.

NEW BUSINESS: *(00:50:20 in video)*

City Administrator, Jade Riley provided a briefing on Warm Springs Transportation Analysis, public engagement and requested direction on Short-Term Actions.

Councilors discussed materials with staff and provided direction.

EXECUTIVE SESSION:

Motion to enter Executive Session. Motion made by Councilor, Amanda Breen, seconded by Councilor, Courtney Hamilton. All in Favor.

ADJOURNMENT:

Motion to adjourn at 8:04 p.m. Motion made by Councilor, Amanda Breen, seconded by Councilor, Courtney Hamilton. All in Favor.

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-3700-3600 REFUNDS & REIMBURSEMENTS			
ROTARY BREWFEST	05062022	STREET BANNER PAYMENT REFUND	175.00
Total :			175.00
LEGISLATIVE & EXECUTIVE			
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	22.95
01-4110-3200 OPERATING SUPPLIES			
US BANK	6235 042522	PERRYS	30.44
US BANK	6235 042522	RASBERRYS INC	116.64
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
US BANK	6235 042522	SCANDIA INN MOTELL REFUND	41.70-
01-4110-7400 OFFICE FURNITURE & EQUIPMENT			
BUSINESS INTERIORS OF IDAHO	PR12460-1	Furniture and Installation	559.58
Total LEGISLATIVE & EXECUTIVE:			687.91
ADMINISTRATIVE SERVICES			
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	48.75
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1968322 022522	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1948896 121021	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1961234 012822	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1971950 031122	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1963006 020422	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1959536 012122	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1970101 030422	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1945368 112621	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1957777 011422	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1952480 122421	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1954189 123121	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1964797 021122	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1956019 010722	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1966523 021822	82.50
ALSCO - AMERICAN LINEN DIVI	MARCH 2022	LBOI1958236 120321	82.50
COPY & PRINT, L.L.C.	122571	ENVELOPES & LAMINATION SUPPLIES	114.25
COPY & PRINT, L.L.C.	122572	BINDERS	100.95
COPY & PRINT, L.L.C.	122583	LAMINATE	105.82
COPY & PRINT, L.L.C.	122583	LAMINATING POUCHES CREDIT	20.52-
GEM STATE PAPER & SUPPLY	1071785-02	COFFEE K CUPS	23.42
GEM STATE PAPER & SUPPLY	1072639	COFFEE CREAMER	48.22

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	6235 042522	MOO BUSINESS CARDS	244.75
US BANK	6235 042522	MOO BUSINESS CARDS	42.38
01-4150-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	26254	BRIDGE "ART WORK" WASHING	1,670.00
KETCHUM COMPUTERS, INC.	18852	APRIL 22 ADMIN	3,139.25
WESTERN RECORDS DESTRUCT	0588577	SERVICES 04/01/22-04/30/2022	130.00
VALLEY TEMP SERVICES INC	10432	ELIZABETH INSINGER	208.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	2745 042522	TRELLO.COM	75.00
US BANK	2745 042522	TRELLO.COM	4.17
01-4150-5100 TELEPHONE & COMMUNICATIONS			
SYRINGA NETWORKS, LLC	22MAY0338	146524 050122	650.00
SYRINGA NETWORKS, LLC	22MAY0338	703592 050122	500.00
SYRINGA NETWORKS, LLC	22MAY0338	702110 050122	800.00
SYRINGA NETWORKS, LLC	22MAY0338	146525 050122	650.00
SYRINGA NETWORKS, LLC	22MAY0338	146520 050122	800.00
US BANK	5030 042522	8*8 INC	2,026.28
LUMEN	289310251	74754376 042422	.98
01-4150-5110 COMPUTER NETWORK			
CDW GOVERNMENT, INC.	W211131	COMPUTER ASSET PURCHASE	30,321.59
CDW GOVERNMENT, INC.	W280594	COMPUTER ASSET PURCHASE	7,911.94
CIVICPLUS LLC	226568	MUNICODE PAGES, IMAGES, GRAPGH, S&H	1,860.47
KETCHUM COMPUTERS, INC.	18852	APRIL 22 ADMIN HARDWARE	1,148.40
US BANK	5030 042522	ZOOM.US	79.00
US BANK	5030 042522	MSBILL.INFO WA	52.44
US BANK	9749 042522	GoDaddy.com	44.34
DELL FINANCIAL SERVICES	81281245	001-8998447-006	11.30
01-4150-5150 COMMUNICATIONS			
US BANK	5030 042522	MAILCHIMP	97.99
US BANK	6235 042522	SHUTTERSTOCK	30.74
US BANK	6235 042522	FACEBOOK AD	1.06
US BANK	6235 042522	WIX.COM	30.00
US BANK	6235 042522	GoOGLE/YOUTUBE PREMIUM	11.99
US BANK	6235 042522	VIMEO PLUSS	84.00
US BANK	6235 042522	LATER.COM	15.00
SNEE, MOLLY	2207	APRIL RETAINER FEE	4,150.00
01-4150-5200 UTILITIES			
CITY OF KETCHUM	APRIL 2022	360	53.66
CITY OF KETCHUM	APRIL 2022	208	380.29
CITY OF KETCHUM	APRIL 2022	772	64.15
CITY OF KETCHUM	APRIL 2022	9994	173.25
CLEAR CREEK DISPOSAL	0001527446	4th St & East Ave	63.60
IDAHO POWER	2200749261 04	2200749261 042222	479.45
IDAHO POWER	2203990334 05	2203990334 051222	57.99
IDAHO POWER	2206570869 05	2206570869 051222	14.18
INTERMOUNTAIN GAS	32649330001 0	480 EAST AVE	9.79
INTERMOUNTAIN GAS	44919030005 0	131 RIVER ST E	32.70
INTERMOUNTAIN GAS	76053745030 0	191 W 5TH ST	198.17
01-4150-6510 COMPUTER SERVICES			
CASELLE, INC.	116828	Caselle Support & Maintenance 6/22	2,410.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ADMINISTRATIVE SERVICES:			62,386.69
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120286	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92
PLANNING & BUILDING			
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	26.05
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	122571	WRISTREST FOR KEYBOARD	31.99
US BANK	6235 042522	MOO BUSINESS CARDS	94.10
01-4170-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18852	APRIL 22 P&B	333.50
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	0568 042522	UNITED FLIGHT	727.10
US BANK	0568 042522	DELTA FLIGHT	528.60
Total PLANNING & BUILDING:			1,741.34
NON-DEPARTMENTAL			
01-4193-4200 PROFESSIONAL SERVICE			
US BANK	5030 042522	BLUE + PINE CREATIVE	125.00
CLEARMINDGRAPHICS	4975	WARM SPRINGS PRESERVE- GRAPHIC DESIGN	1,750.00
DIXON RESOURCES UNLIMITED	3172	Parking SUPPORT SERVICES - MARCH 2022	4,201.25
SPUR COMMUNITY FOUNDATIO	1561	Monthly fee for donation precessing per Warm Springs Preserve Grant Agreement	5,000.00
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	5627	Parking Lot Rent - APRIL 2022	3,000.00
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
BD CONSULTING	KET 2022-02	GENERAL DISCUSSIONS, CIP, W&WW REVIEW	1,087.50
Total NON-DEPARTMENTAL:			15,163.75
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	21.28
01-4194-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2205-921236	GRAIN BUCKSKIN GLOVE	29.99
GEM STATE PAPER & SUPPLY	1072134	TOILET SEAT COVERS, TRASH BAGS, 2PLY TP	734.94
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	989608	38950 031522	343.61
UNITED OIL	994011	38950 051522	484.93

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	26356	SNOW REMOVAL - 2ND ST PARKING SIDEWALKS	180.00
BIG WOOD LANDSCAPE, INC.	26357	SNOW REMOVAL - 4TH ST SPRUCE TO WALNUT	180.00
BIG WOOD LANDSCAPE, INC.	26358	SNOW REMOVAL - 6TH ST. & LEADVILLE	180.00
BIG WOOD LANDSCAPE, INC.	26359	SNOW REMOVAL - CIMINO PARK	180.00
BIG WOOD LANDSCAPE, INC.	26361	SNOW REMOVAL - CITY MAINTENANCE YARD	120.00
BIG WOOD LANDSCAPE, INC.	26363	SNOW REMOVAL - FOREST SERVICE PARK	60.00
BIG WOOD LANDSCAPE, INC.	26364	SNOW REMOVAL - KTS EXTERIOR SIDEWALKS	180.00
BIG WOOD LANDSCAPE, INC.	26365	SNOW REMOVAL - KTS INTERIOR	180.00
BIG WOOD LANDSCAPE, INC.	26366	SNOW REMOVAL - ORE WAGON MUSEUM	180.00
IRISH ELECTRIC	52122	NEW AMPS ROTARY PARK	2,404.00
KETCHUM COMPUTERS, INC.	18852	APRIL 22 FM	130.50
MCDOWELL CONCRETE LLC	274V1	SKATE PARK EXPANSION	563.34
MCDOWELL CONCRETE LLC	274V2	SKATE PARK EXPANSION	564.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	APRIL 2022	536	130.95
CITY OF KETCHUM	APRIL 2022	9991	54.82
CITY OF KETCHUM	APRIL 2022	560	14.55
CITY OF KETCHUM	APRIL 2022	456	14.55
CITY OF KETCHUM	APRIL 2022	9996	53.67
CITY OF KETCHUM	APRIL 2022	1127	14.55
CITY OF KETCHUM	APRIL 2022	9995	43.65
CITY OF KETCHUM	APRIL 2022	532	55.97
CITY OF KETCHUM	APRIL 2022	1245	39.12
CLEAR CREEK DISPOSAL	0001527154	900 3RD AVE N	38.84
CLEAR CREEK DISPOSAL	0001527155	KETCHUM TOWN SQUARE	38.26
INTERMOUNTAIN GAS	32649330001 0	130 S 1ST AVE	16.63
INTERMOUNTAIN GAS	65669030002 0	491 E SUN VALLEY RD FIRE PIT	9.79
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILDING MAINTEN	0133696-IN	Monthly Janitorial Service	3,395.12
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS			
A.C. HOUSTON LUMBER CO.	2204-914181	SCHLAGE ENTRY & PASSAGE	82.98
A.C. HOUSTON LUMBER CO.	2205-917362	SCHLAGE PASSAGE	32.99
A.C. HOUSTON LUMBER CO.	2205-921740	TUBE CUTTER AND JABS CAP	15.68
GLASS MASTERS, INC.	1-22-1601	Window Cranks Shipping and Labor	193.31
THORNTON HEATING	52629	FOREST SERVICE PARK, LITTLE HOUSE SERVICE	483.12
01-4194-5910 REPAIR & MAINT-491 SV ROAD			
BIG WOOD LANDSCAPE, INC.	26367	SNOW REMOVAL - STARBUCKS	180.00
CENTURY LINK	2087250932035	2087250932035B 050422	55.41
CITY OF KETCHUM	APRIL 2022 49	192	309.85
CLEAR CREEK DISPOSAL	0001527541	491 Sun Valley Road- Starbucks	1,851.96
INTERMOUNTAIN GAS	17499804809 0	491 E SUN VALLEY RD	188.02
WESTERN BUILDING MAINTEN	0133696-IN	Monthly Janitorial Service	1,403.00
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR			
A.C. HOUSTON LUMBER CO.	2205-921407	TOOL SET	139.99
CLEAR CREEK DISPOSAL	0001526437	1803 Warm Springs Road	86.46
PIPECO, INC.	S4561127.001	SHOVEL HAMMER PAINT	99.29
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
NAPA AUTO PARTS	101426	SWAY BAR REPAIR KIT	29.79
RIVER RUN AUTO PARTS	6538-177318	1GL FRAM ANT DEX, K-SEAL	45.94
RIVER RUN AUTO PARTS	6538-177376	BOLT, BUSHING, PULLY SHIELD, RIB BELT, IDLER PULLEY	71.43

Vendor Name	Invoice Number	Description	Net Invoice Amount
RIVER RUN AUTO PARTS	6538-177654	BATTERY FORD RANGER	144.95
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2204-913455	POLYUR CAULKING	71.92
A.C. HOUSTON LUMBER CO.	2205-917796	FASTENERS- HAPPY TRAIL SIGN	2.54
A.C. HOUSTON LUMBER CO.	2205-917976	CONCRETE	10.26
A.C. HOUSTON LUMBER CO.	2205-918822	PAD SAVER, SANDING PAD	32.98
A.C. HOUSTON LUMBER CO.	2205-919312	2x8 CUT IN HALF	46.14
COLOR HAUS, INC.	258378	MEMORIAL BENCHES	36.32
MOSS GARDEN CENTER	200102	COMPOST	28.77
MOSS GARDEN CENTER	200177	WEED PICKER	23.99
PIPECO, INC.	S4539044.001	POLY STRETCH COUPLING	37.69
PIPECO, INC.	S4555482.001	INSERT TEE AND MALE ADAPTER	4.03
PIPECO, INC.	S4561014.001	RAINBIRD COUPLINGS AND PVC NIPPLES	68.19
PIPECO, INC.	S4569265.001	SPRINKLER KEY	150.10
SAWTOOTH WOOD PRODUCTS, I	0000132825	PLASTIC WEDGES, FILES, SHARPENING	71.42
SHERWIN-WILLIAMS CO.	6249-6	GALLON PAINT, RAGS, PAINT SUPPLIES	79.34
SILVER CREEK SUPPLY	0006255311-00	PVC CUTTER	13.74
US BANK	9988 042522	PENOFIN RED LABEL 5 GALLON	259.98
US BANK	9988 042522	FOLDING BANQUET TABLES AND CLOTH	1,091.69
WOOD RIVER LOCK SHOP, LLC	18682	DISPLAY CASE LOCKS	358.60
Total FACILITY MAINTENANCE:			18,438.93

POLICE**01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	6.45
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01-4210-3200 OPERATING SUPPLIES

STURTEVANT'S	6-100439	1 M * ULTRA SHOES	119.99
WEAVER, SARA	BRU10734431	SHOES	137.80

01-4210-3620 PARKING OPS EQUIPMENT FEES

FLASHPARKING INC	124314	LEADVILLE LOT	737.00
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01-4210-4200 PROFESSIONAL SERVICES

KETCHUM COMPUTERS, INC.	18853	APRIL 22 KPD	1,025.50
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01-4210-4250 PROF.SERVICES-BCSO CONTRACT

BLAINE COUNTY CLERK/RECOR	201052	BCSO Law Enforcement Services	130,714.08
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01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU

A.C. HOUSTON LUMBER CO.	2205-918561	CRESCENT MECH TOOL SET	119.99
KETCHUM AUTOMOTIVE INC.	95477	CSO VEHICLHLE MAINTENANCE	97.86

Total POLICE:

132,958.67

FIRE & RESCUE**01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	78.15
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01-4230-3200 OPERATING SUPPLIES FIRE

A.C. HOUSTON LUMBER CO.	2205-921676	Hose and nozzles for station	36.49
ATKINSONS' MARKET	05531088	Vinagear, Coffee	29.91
CHATEAU DRUG CENTER	2537847	Organization Containers for Rope Rescue Room	98.70
CHATEAU DRUG CENTER	2538632	Cleaning Supplies	5.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	4977 042522	File Folder Labels, GoToMeeting	25.25
US BANK	4977 042522	Equipment for Apparatus bay	36.98
CURTIS TOOLS FOR HEROES	INV593774	Cairns Standard Helmet	33.00
01-4230-3210 OPERATING SUPPLIES EMS			
A.C. HOUSTON LUMBER CO.	2205-921676	Hose and nozzles for station	36.49
ATKINSONS' MARKET	05531088	Vinegear, Coffee	29.91
CHATEAU DRUG CENTER	2538632	Books for EMS	15.12
CHATEAU DRUG CENTER	2538632	Cleaning Supplies	5.69
NORCO	34675822	54794 041122	31.49
NORCO	34827792	52355 043022	60.30
NORCO	34828889	54794 043022	189.54
NORTH AMERICAN RESCUE LLC	IN608429	Trauma Shears (Lrg) 7 1/4", Cricothyroidotomy Kit- Bougie Aided Cric Pack	221.54
US BANK	4977 042522	Equipment for Apparatus BAY	36.97
US BANK	4977 042522	GoToMeeting	9.50
HENRY SCHEIN	19564606	Medical Supplies	934.80
HENRY SCHEIN	19564606	Drugs	12.57
HENRY SCHEIN	19690572	Medical Supplies	44.64
HENRY SCHEIN	20358626	Drugs	71.02
HENRY SCHEIN	20358626	Medical Supplies	352.24
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	992804	37267 043022	275.00
UNITED OIL	993905	37267 051522	341.34
UNITED OIL	994024	39060 051522	136.59
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	992804	37267 043022	79.89
UNITED OIL	993905	37267 051522	100.55
01-4230-4200 PROFESSIONAL SERVICES FIRE			
KETCHUM COMPUTERS, INC.	18852	APRIL 22 FIRE	870.00
US BANK	4977 042522	International Code Council Membership	86.00
US BANK	6235 042522	MOO BUSINESS CARDS	21.20
01-4230-4900 TRAINING/TRAVEL/MTG FIRE			
A.C. HOUSTON LUMBER CO.	2205-922747	Firefighting Training Supplies	52.73
A.C. HOUSTON LUMBER CO.	2205-922757	Tube Sand	6.05
COLLEGE OF WESTERN IDAHO	13078	Wildland Course for Emily Coffman	50.00
01-4230-4910 TRAINING EMS			
IDAHO DEPT. OF HEALTH & WEL	8572821	Background Check for Mallory Taylor, Halie Raudenbush	130.00
US BANK	4977 042522	Instructor Books for Keller Gibson	293.45
US BANK	4977 042522	Licensing Tools for John Sisko	177.75
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 05	2224210258 050522	32.62
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
MTE COMMUNICATIONS	056983 050122	056983 050122	15.13
SYRINGA NETWORKS, LLC	22MAY0338	703718 050122	475.00
VERIZON WIRELESS	904929396	842054354 042322	276.58
COX BUSINESS	049446101 042	049446101 042822	122.68
49 ER COMMUNICATIONS INC.	63485	Charger for BK Portable Radios	275.00
49 ER COMMUNICATIONS INC.	63485	Charger for BK Portable Radios	275.00
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T Monthly Bill	258.91
AT&T MOBILITY LLC	287307161044	Equipment Payment	893.12

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
MTE COMMUNICATIONS	056983 050122	056983 050122	15.12
SYRINGA NETWORKS, LLC	22MAY0338	703719 050122	475.00
VERIZON WIRELESS	904929396	842054354 042322	276.57
COX BUSINESS	049446101 042	049446101 042822	122.68
AT&T MOBILITY LLC	287307161044	Equipment Payment	893.13
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T Monthly Bill	258.91
01-4230-5200 UTILITIES			
CITY OF KETCHUM	APRIL 2022	2307	138.81
IDAHO POWER	2226144497 04	2226144497 042522	1,513.64
INTERMOUNTAIN GAS	26223127833 0	26223127833 042522 - 107 Saddle Rd	410.81
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	2204-916233	Fasteners for E101	8.40
RIVER RUN AUTO PARTS	6538-177483	General Adhesive	24.99
RIVER RUN AUTO PARTS	6538-177626	Maintenance Supplies for E101	220.57
RIVER RUN AUTO PARTS	6538-177708	Washer Fluid for Seth's Vehicle	8.95
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
NATIONAL HOSE TESTING SPECI	50618	2022 Hose and Ladder Testing	407.50
NATIONAL HOSE TESTING SPECI	50618	2022 Hose and Ladder Testing	2,415.00
WHITE CLOUD	101589	Repairs on Repeater	2,350.00
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ			
WHITE CLOUD	101589	Repairs on Repeater	2,350.00
Total FIRE & RESCUE:			19,530.66
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	40.87
01-4310-3200 OPERATING SUPPLIES			
D & B SUPPLY INC.	11044 043022	WORK PANTS AND SHIRTS	142.97
D & B SUPPLY INC.	11044 050122	WORK PANTS AND SHIRTS	153.75
D & B SUPPLY INC.	11044 050822	WORK PANTS AND SHIRTS	329.92
D & B SUPPLY INC.	82167	WORK CLOTHES	210.92
WAKE UP AND LIVE, INC.	13080	HOUSE ACCOUNT RECEIVABLE	48.11
01-4310-3400 MINOR EQUIPMENT			
GRAINGER, INC., W.W.	9287926134	AIR COMPRESSOR	110.45
AT&T MOBILITY LLC	287313886187	STREET DEPT IPAD & CASE	569.99
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	992806	37269 043022	1,557.04
UNITED OIL	993906	37269 051522	2,840.70
01-4310-4200 PROFESSIONAL SERVICES			
BOUISS & ASSOCIATES, PA	16561	BROADWAY BRIDGE REVIEW	526.75
KETCHUM COMPUTERS, INC.	18852	APRIL 22 STREETS	217.50
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LHTAC	T242722TCT-5	T2 - Center Class	210.00
LOCAL HIGHWAY TECHNICAL A	T2042822TCS-	TRAFFIC CONTROL SUPERVISOR COURSE	400.00
BAKER, PAUL	050622	Meal Reimbursement- TCS CLASS	59.84

Vendor Name	Invoice Number	Description	Net Invoice Amount
HOEHN, RAMSY	050622	Meal Reimbursement- TCS CLASS	51.78
01-4310-5200 UTILITIES			
CITY OF KETCHUM	APRIL 2022	9993	95.05
CITY OF KETCHUM	APRIL 2022	9999	106.76
IDAHO POWER	2204882910 05	0030340877 051322	30.32
IDAHO POWER	2204882910 05	0030340838 051322	262.41
IDAHO POWER	2204882910 05	0030340821 051322	10.34
IDAHO POWER	2204882910 05	0030340904 051322	174.90
INTERMOUNTAIN GAS	32649330001 0	200 E 10TH ST	384.71
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	143.77
INTERMOUNTAIN GAS	49439330009 0	260 E 10TH ST	58.31
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	101076	OXYGEN SENSORS	103.58
NAPA AUTO PARTS	101201	OXYGEN SENSORS- IN# 100633 CREDIT	37.79-
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
FASTENAL COMPANY	IDJER102726	GRINDING WHEEL	29.80
NAPA AUTO PARTS	101927	CRACK SEALER	28.23
NAPA AUTO PARTS	102109	AM-FM MP3 BLUETOOTH HDUT	58.49
NAPA AUTO PARTS	103709	OIL FIIL	8.98
NAPA AUTO PARTS	103717	OIL FIL CREDIT	4.49-
NAPA AUTO PARTS	974926	BATTERY AND CORE DEPOSIT	250.98
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1984734	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1986577	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1988452	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
CINTAS	5106028870	First Aid Supplies	93.15
01-4310-6920 SIGNS & SIGNALIZATION			
CHATEAU DRUG CENTER	2536256	FRIDGE BAKING SODA	1.89
NAPA AUTO PARTS	101787	BATTERY	1,963.74
NAPA AUTO PARTS	102341	CORE DEPOSIT CREDIT FROM INV 101787	388.80-
RIVER RUN AUTO PARTS	6538-177468	RubBERIZED UNDERCOAT	13.22
ROAD WORK AHEAD CONST. SU	53802	STENCIL BIKE LANE ARROWS	71.15
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 05	2200059315 051122	5.31
IDAHO POWER	2200506786 05	2200506786 051122	6.51
IDAHO POWER	2201174667 05	2201174667 051122	10.18
IDAHO POWER	2202627564 05	2202627564 051122	8.29
IDAHO POWER	2203313446 05	2203313446 051122	5.31
IDAHO POWER	2204535385 04	2204535385 042522	18.04
IDAHO POWER	2204882910 05	0030340927 051322	115.86
IDAHO POWER	2204882910 05	0030340853 051322	56.38
IDAHO POWER	2204882910 05	0030340880 051322	501.40
IDAHO POWER	2205963446 05	2205963446 051122	49.59
IDAHO POWER	2224304721 05	2224304721 051122	5.31
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING IN	492	Material dumped APRIL 2022	733.73
WALKER SAND AND GRAVEL	1017979	Road Base & Environmental Fee	210.66
TRAFFIC SAFETY STORE	INV900106	ORANGE TRAFFIC CONES	108.82

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total STREET:			12,881.29

RECREATION**01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	16.25
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01-4510-3100 OFFICE SUPPLIES & POSTAGE

US BANK	6235 042522	MOO BUSINESS CARDS	56.46
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01-4510-3200 OPERATING SUPPLIES

US BANK	7926 042522	WATERSENTRY PLUS REPLACEMENT FLITER	63.20
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01-4510-3250 RECREATION SUPPLIES

A.C. HOUSTON LUMBER CO.	2204-911160	TIMBER	438.32
CHATEAU DRUG CENTER	2537369	EAGLE DEER, GLOVES, INDEX CARDS, PENS	42.71
CHATEAU DRUG CENTER	2541593	GLUESTICKS	7.58
US BANK	7926 042522	BRUNEAU SAND DUNE BOARDS	165.00
US BANK	7926 042522	BRUNEAU SAND DUNES DAILY STICKER	7.00
US BANK	7926 042522	CSI- ED SCHOOL PROGRAM, OBSERVATORY PROGRAM	115.00
US BANK	7926 042522	GALENA LODGE	34.34
US BANK	7926 042522	CABLE TIES 120 PK	39.96
WEBB LANDSCAPING	K-IN-167679	HERBS	10.15
WEBB LANDSCAPING	K-IN-167953	SOIL, SAVE-A-TREE, HOSE END SPRAYER	84.93
WEBB LANDSCAPING	K-IN-168533	SOIL RAPITEST TESTER	9.99
S & S WORLDWIDE	IN100985882	Art Supplies	258.89

01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY

ATKINSONS' MARKET	0001060658861	GROCERIES	78.73
ATKINSONS' MARKET	040198348	PRODUCE, CRESANTS, BEEF, EGGS	58.59
ATKINSONS' MARKET	04189501	EGGS	2.84
ATKINSONS' MARKET	04197191	BROWN COW VANILLA	4.17
ATKINSONS' MARKET	08450697	BUTTER, VINEGAR	5.02
ATKINSONS' MARKET	08458011	DAIRY PRODUCTS, EGGS, FRUIT, PASTA, GARLIC, CASCADE	92.47

01-4510-4200 PROFESSIONAL SERVICE

KETCHUM COMPUTERS, INC.	18852	APRIL 22 PARKS	261.00
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01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU

OHIO GULCH TRANSFER STATIO	215394	TRANSFER	13.00
RIVER RUN AUTO PARTS	6538-177714	BATTERY	159.95

01-4510-6100 REPAIR & MAINT--MACHINERY & EQ

OHIO GULCH TRANSFER STATIO	215661	TRANSFER	9.00
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Total RECREATION: 2,034.55

Total GENERAL FUND: 269,768.71

GENERAL CAPITAL IMPROVEMENT FD**GENERAL CIP EXPENDITURES****03-4193-7193 MAIN ST/WARM SPRINGS DESIGN**

HDR ENGINEERING, INC.	1200412712	JAN 22 - FEB 22 MAIN STREET ANALYSIS	9,354.50
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03-4193-7200 TECHNOLOGY UPGRADES

CDW GOVERNMENT, INC.	W982659	STARTECH 6FT USB 3.0	108.00
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Vendor Name	Invoice Number	Description	Net Invoice Amount
CDW GOVERNMENT, INC.	X045064	STARTECH 4K LAPTOP DOCK	421.18
CDW GOVERNMENT, INC.	X050650	PROLINE 5PK 6FT DISPLAY PORT	264.00
CDW GOVERNMENT, INC.	X098637	STARTECH DUAL MONITOR DOCKING CREDIT	331.06
US BANK	1556 042522	CLOUD KEY GEN2 PLUS, ACCESS POINT AC MESH	722.52
US BANK	1556 042522	AIRMAX GIGABEAM 60 RADIO	278.64
Total GENERAL CIP EXPENDITURES:			10,817.78

FACILITY MAINT CIP EXPENDITURE**03-4194-7115 WATER CONSERVATION UPGRADES**

PIPECO, INC.	S4555332.001	CONDUIT VALVE BOX TEE	349.35
SILVER CREEK SUPPLY	0006056265-00	DRIP HDQTRS	4,517.11

03-4194-7120 ATKINSON PARK IRRIG UPGRADES

PIPECO, INC.	S4569253.001	ATKINSON PARK SOCCER FIELD FALCON ROTOR	572.89
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Total FACILITY MAINT CIP EXPENDITURE:

5,439.35

FIRE & RESCUE CIP EXPENDITURES**03-4230-7100 UTILITY/PICK-UP TRUCK**

MUNICIPAL EMERGENCY SERIC	IN1711907	Jumbo Lok - Yellow Strap Rescue 1	286.19
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03-4230-7125 RESCUE (CITY PROVIDED)

PETZL AMERICA	6000338218	Rescue Escape - Vertex Hi-VIZ Helmet Orange	1,276.52
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03-4230-7130 PPE (TURNOUT GEAR)

MUNICIPAL EMERGENCY SERIC	IN1710832	Bullard Helmet	402.00
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Total FIRE & RESCUE CIP EXPENDITURES:

1,964.71

Total GENERAL CAPITAL IMPROVEMENT FD:

18,221.84

STREET CAPITAL IMPROVEMENT FND**STREET CIP EXPENDITURES****05-4310-7601 FACILITIES MAINT. EQUIPMENT**

CLEARWATER POWER EQUIPME	23618	DIFFERENCE: ZERO TURN MOWER	8,010.00
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Total STREET CIP EXPENDITURES:

8,010.00

Total STREET CAPITAL IMPROVEMENT FND:

8,010.00

ORIGINAL LOT FUND**22-3700-3600 REFUNDS & REIMBURSEMENTS**

SHEEHAN, KATHLEEN	050922	LOCAL OPTION TAX REFUND-DOUBLE PAYMENT	1,053.02
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Total :

1,053.02

ORIGINAL LOT TAX**22-4910-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	.00
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Vendor Name	Invoice Number	Description	Net Invoice Amount
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	81	Monthly Payment per contract	20,833.33
22-4910-6060 EVENTS/PROMOTIONS			
US BANK	6235 042522	USPS	34.80
PERFORMANCE AUDIO LLC	P189434	AUDIO SYSTEM EQUIPMENT	13,798.80
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11872	Monthly Installment 05/22	57,250.00
Total ORIGINAL LOT TAX:			91,916.93
Total ORIGINAL LOT FUND:			92,969.95
ADDITIONAL1%-LOT FUND			
ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	MARCH MOS	MARCH MOS 2022	300,407.73
Total ADDITIONAL 1%-LOT:			300,407.73
Total ADDITIONAL1%-LOT FUND:			300,407.73
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-7400 OFFICE FURNITURE			
US BANK	4977 042522	Furnitur for New Station	1,182.78
Total FIRE FUND EXP/TRNFRS:			1,182.78
Total FIRE CONSTRUCTION FUND:			1,182.78
IN-LIEU HOUSING FUND			
IN-LIEU HOUSING EXPENDITURES			
52-4410-7115 AFFORDBLE WORKFORCE HOUSING			
ELITE RESTORATION	10584	SALVAGE, ABATE ASBESTOS AND DEMO - OLD CITY HALL	77,537.50
Total IN-LIEU HOUSING EXPENDITURES:			77,537.50
Total IN-LIEU HOUSING FUND:			77,537.50
STRATEGIC INITIATIVE FUND			
STRATEGIC INITIATIVE EXPENSE			
54-4410-4200 PROFESSIONAL SERVICES			
ATKINSONS' MARKET	02540837	BAKERY ITEMS	177.54
ATKINSONS' MARKET	08455771	NAPKINS, PLATES, ICE, FRUIT	27.01
CONNELLY, CARISSA	7	COMMUNITY HOUSING CONSULTING	12,872.50
US BANK	6235 042522	PERRYS	11.27
US BANK	6235 042522	PERRYS	75.56
US BANK	6235 042522	SCANDIA INN REFUND	41.70-
US BANK	6235 042522	EASEL REFUND	56.43-
US BANK	6235 042522	EASEL REFUND	112.86-
US BANK	6235 042522	EASEL REFUND	56.43-
US BANK	6235 042522	ATKINSONS	37.93

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	6235 042522	CHATEAU DRUG PAPER SUPPLIES	29.10
Total STRATEGIC INITIATIVE EXPENSE:			12,963.49
Total STRATEGIC INITIATIVE FUND:			12,963.49
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	16.50
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	82002	Postage & Mailings	439.87
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2205-920799	GLOVES & SPRAY PAINT	24.26
A.C. HOUSTON LUMBER CO.	2205-921996	BATTERIES	19.99
ALSCO - AMERICAN LINEN DIVI	LBOI1986582	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBOI1986584	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
D & B SUPPLY INC.	73154	10EE PULLON JMAX	189.99
PIPECO, INC.	S4532983.001	MARKING PAINT	89.23
POLLARDWATER	SC1388	SERVICE CHARGE	2.60
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	23799	LANDFILL WELL, NEW CONSTRUCTION, COOLER RETURN	86.00
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	993908	37271 051522	407.12
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	838438	Hypochlorite Solution	262.24
63-4340-4200 PROFESSIONAL SERVICES			
DIG LINE	0068163-IN	0000167 043022	85.08
KETCHUM COMPUTERS, INC.	18852	APRIL 22 WATER	311.75
LUNCEFORD EXCAVATION, INC.	13226	DIG WATER MAIN CLEAN UP SLURRY ASPHALT LABOR SUBCONTRACTOR	5,460.20
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	2087250715195B 050422	123.49
SYRINGA NETWORKS, LLC	22MAY0338	146523 050122	325.00
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 04	2202458903 041922	636.55
IDAHO POWER	2203658592 04	2203658592 042522	5,005.70
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A.	36.00
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
PIPECO, INC.	S4568471.001	COUPLINGS, COMPRESSION MATCO, NIPS	75.86
RIVER RUN AUTO PARTS	6538-177905	SEAFOAM 16	11.95
SHERWIN-WILLIAMS CO.	6388-2	GLOSS HUNTER, SATIN BLACK	47.12
Total WATER EXPENDITURES:			13,741.34
Total WATER FUND:			13,741.34

Vendor Name	Invoice Number	Description	Net Invoice Amount
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.			
DC ENGINEERING	21KET01AID-	AS1 DESIGN	5,600.00
Total WATER CIP EXPENDITURES:			5,600.00
Total WATER CAPITAL IMPROVEMENT FUND:			5,600.00
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	849801	HRA & FSA Admin Fees MAY	39.20
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	82002	Postage & Mailings	659.80
65-4350-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2205-920060	GLOVES	23.98
ALSCO - AMERICAN LINEN DIVI	LBOI1986582	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	28.42
ATKINSONS' MARKET	06587898	CONTRACT	4.90
ATKINSONS' MARKET	08461627	DISTILLED WATER	39.77
CHATEAU DRUG CENTER	2537990	AMMONIA	104.48
CHATEAU DRUG CENTER	2539680	ROUND UP	8.52
CHATEAU DRUG CENTER	2540104	AMMONIA	7.59
D & B SUPPLY INC.	53918	TAPE CLEAR PACK	84.98
GEM STATE PAPER & SUPPLY	1073099-01	WASHED TWILL DUNGAREE & FLX FIT GRVL	85.58
NORTH CENTRAL LABORATORI	469725	NITRILE GLOVE POWDER	58.74
PLATT ELECTRIC SUPPLY	1Z26026	KIMWIPES	13.69
UPS STORE #2444	MMN7FR5JY	TCP LED 16 W	14.58
UPS STORE #2444	MMN7FR5XV	WATER SAMPLES	17.87
US BANK	9642 042522	Shipping-Water Samples	33.51
US BANK	9642 042522	DIXION HYDRANT ADAPTER	18.99
US BANK	9642 042522	SPRINGSpray FIRE HOSE ADAPTER	231.38
US BANK	9642 042522	LATEX GLOVES	56.42
US BANK	9642 042522	CAMLOCK FITTINGS	55.96
US BANK	9642 042522	TYGON TUBING	27.88
US BANK	9642 042522	REPLACEMENT BATTERY 12V 3.3 AH	12.88
US BANK	9642 042522	CABLE CLIPS, CABLE MANAGEMENT	35.19
USA BLUEBOOK	969536	PORCELAIN EVP DISH	
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	993907	37270 051522	64.93
65-4350-3800 CHEMICALS			
NORTH CENTRAL LABORATORI	469883	Chemicals/supplies	637.53
NORTH CENTRAL LABORATORI	470182	Chemicals	112.00
THATCHER COMPANY, INC.	2022100112505	T-Chlor 12.5	3,542.00
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	89327	Metals Digestion, Copper, S&H	601.81
ANALYTICAL LABORATORIES, I	90106	AMMONIA, METALS DIGESTION, NITRATE, COPPER S&H	425.27
KETCHUM COMPUTERS, INC.	18852	APRIL 22 WW	239.25
US BANK	9642 042522	POWERCOAT-3 PLATES	150.00
US BANK	9642 042522	ACTIVATED SLUDGE-TROUBLESHOOTING	55.30

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	9642 042522	IDAHO.GOV DWD4-20287	30.00
US BANK	9642 042522	IDAHO.GOV WWC1-15647	30.00
US BANK	9642 042522	IDAHO.GOV WWTLA-16667	30.00
US BANK	9642 042522	IDAHO.GOV WWT4-21625	30.00
US BANK	9642 042522	IDAHO.GOV WWL1-16038	30.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
SYRINGA NETWORKS, LLC	22MAY0338	146523 050122	325.00
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 05	2202158701 051222	9,168.42
INTERMOUNTAIN GAS	32649330001 0	110 RIIVER RANCH RD A.	36.00
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD C	279.48
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD GRIT BLDG	167.68
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH SLUDGE LOADING BLDG.	10.40
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	102100	UJOINT, VAL TOOL	109.03
WOOD RIVER WELDING, INC.	181686	BLADES	286.24
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
CHATEAU DRUG CENTER	2540360	AMONIA	59.88
US BANK	9642 042522	SENSOR, CALIBRATION SOLUTION	280.50
USA BLUEBOOK	965168	CAST IRON STRAINER	397.57
USA BLUEBOOK	968150	WATER TEMP LOGGER	170.49
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
DIG LINE	0068163-IN	0000167 043022	85.09
US BANK	9642 042522	TRIPOD KIT	345.99
USA BLUEBOOK	966916	FLEX COUPLING CLAY, FLX COUPLING OD	63.56
RIGGS, CHAD	051722	Reimbursement for Travel - GAS	107.64
RIGGS, CHAD	051722	Reimbursement for Travel - MEAL	15.00
Total WASTEWATER EXPENDITURES:			19,550.37
Total WASTEWATER FUND:			19,550.37
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7811 CAPITAL FACILITY PLAN			
HDR ENGINEERING, INC.	1200432226	Contract #20576 Wastewater Facility Planning Study, Ketchum ID	13,294.50
Total WASTEWATER CIP EXPENDITURES:			13,294.50
Total WASTEWATER CAPITAL IMPROVE FND:			13,294.50
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6000 GUY COLES SKATE PARK			
MCDOWELL CONCRETE LLC	274V1	SKATE PARK EXPANSION	13,436.66
MCDOWELL CONCRETE LLC	274V2	SKATE PARK EXPANSION	13,436.00
Total PARKS/REC TRUST EXPENDITURES:			26,872.66

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PARKS/REC DEV TRUST FUND:			26,872.66
Grand Totals:			860,120.87

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"-"9648008200","9910000000"-"9911810000"

Invoice Detail.Voided = No,Yes



City of Ketchum

May 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage License

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

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

The reasons for the recommendation are as follows:

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

Introduction and History

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

Analysis

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

Financial Impact

- The City of Ketchum will realize revenue of \$1,160.00 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Total Amount of Fees Paid</u>
Leadville Grill, LLC	X		X			\$ 400
Main Street Inc	X				X	\$ 760

Sincerely,

Shellie Rubel
Treasurer

Attachments: Alcohol applications

191 5th St. W * P.O. Box 2315 * Ketchum, ID 83340 * main (208) 726-3841 * www.ketchumidaho.org *
facebook.com/CityofKetchum * twitter.com/Ketchum_Idaho



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Leadville Grill, LLC		Doing Business As: The Kneadery
Physical Address where license will be displayed: 260 N Leadville Avenue, Ketchum, ID 83340		
Mailing Address: P.O. Box 3043, Ketchum, ID 88340		
Recorded Owner of Property: Freshly Baked, LLC		
Applicant Phone Number: 208-726-9462		Applicant Email: heo@lawsonlaski.com
STATE LICENSE NO: 2985 (copy required)		COUNTY LICENSE NO: 29 (copy required)
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> other: limited liability company Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: Dillon Witmer _____ _____ _____ _____
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$400.00
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

 owner
Applicant Signature Relation to Business

5-10-22

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 5/9/2022	License Fee Paid \$400	License No: 126A
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <u>Main St. Inc</u>		Doing Business As: <u>The Sawtooth Club</u>
Physical Address where license will be displayed: <u>231 N. Main St. Ketchum 83340</u>		
Mailing Address: <u>PO Box 4318 Ketchum 83340</u>		
Recorded Owner of Property: <u>Sawtooth Real Estate Venture, LLC</u>		
Applicant Phone Number: <u>208-726-5233</u>		Applicant Email: <u>sawtoothclubketchum@gmail.com</u>
STATE LICENSE NO: _____ (copy required)		COUNTY LICENSE NO: _____ (copy required)
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/>		List names and addresses of corporation officers and/or partners: <u>Tom Mickel</u> _____ _____ _____
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>760.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Tulpe

Applicant Signature

owner

Relation to Business

5/10/2022

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>5/14/22</u>	License Fee Paid: <u>\$700.00</u>	License No: <u>30A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

May 23, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order 22095 With Thatcher Company, Inc for Aluminum Sulfate

Recommendation and Summary

Staff is recommending the council approve Purchase Order 22095 and adopt the following motion:

"I move to approve Purchase Order 22095 with Thatcher Company, Inc for the purchase of Aluminum Sulfate to be used at the wastewater treatment plant for the approximate amount of \$19,500.00.

The reasons for the recommendation are as follows:

- Aluminum Sulfate is used in the wastewater treatment process to promote coagulation and phosphorous removal.
- Addition of Aluminum Sulfate in the treatment process is necessary to comply with the phosphorous discharge limit required in our discharge permit.

Introduction and History

Phosphorous is one of the constituents in wastewater that needs to be removed for the protection of the environment. Aluminum Sulfate added during the treatment process reacts with phosphorous to create particles which bind together. The particles precipitate out of the wastewater and are removed as a solid. Without the addition of Aluminum Sulfate, the unbound phosphorous would remain suspended in the water and be discharged into the river causing water quality problems.

Sustainability

This purchase is not applicable to the Ketchum Sustainability Action Plan.

Financial Impact

This is a budgeted expense with funds coming from the Chemicals line item of Wastewater Expenditures.

Aluminum Sulfate is delivered by tanker trucks carrying approximately 4,000 gallons per delivery. Each delivery costs about \$6,500.00. This purchase order will be for the next three deliveries and should be sufficient for this fiscal year.

Attachments:

Purchase Order #22095



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: 22095

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

P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/19/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	ALUMINUM SULFATE 65-4350-3800 435001	19,500.00	19,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		19,500.00

Authorized Signature



City of Ketchum

May 23, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the 231 Sun Valley Rd Condominium Subdivision Final Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Final Plat (File No. P22-017) and adopt the findings of fact, conclusions of law, and decision for a condominium subdivision submitted by Sean Flynn, of Galena Engineering on behalf of the property owner, McIntosh Holdings, LLC. The request is a condominium subdivision application for an existing 4,928 square feet three-story building located at 231 Sun Valley Rd.

Recommended Motion: "I move to approve the 231 Sun Valley Rd condominium final plat application, as conditioned, and adopt the findings of fact, conclusion of law, and decision, as it conforms to all applicable subdivision regulations for a final plat."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats and Condominium Subdivisions contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The preliminary plat application was approved by City Council on February 22, 2022 following recommendation by the Planning and Zoning Commission on February 15, 2022.
- All conditions of approval of the preliminary plat have been met.
- All city departments have reviewed the proposal and have no issue with the proposed condominium subdivision.

Introduction and History

The Applicant is proposing to subdivide an existing 4,928 square foot two story building located at 231 E Sun Valley Rd (the "subject property"). The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) on Sun Valley Rd directly southwest of TNT Tap Room, across the alley. The existing building includes one commercial space on the ground floor, currently occupied by "The Mill". In addition, the building includes one residential dwelling unit with square footage on the first and second floors, and a rooftop deck with access via stairs.

Following approval of the preliminary plat on February 22, 2022, the City of Ketchum received the final plat application on March 21, 2022. The application was deemed complete on April 14, 2022, and comments on the

final plat were provided to the applicant. All department comments have been addressed by the applicant during review. No outstanding issues remain and all conditions of approval for the preliminary plat are met with the proposed final plat.

Analysis

During Department Review, staff reviewed the final plat application for conformance with KMC 16.04.030.K – *Contents of final plat* and conformance with the preliminary plat, including all conditions of approval. As shown in the draft Findings of Fact (Attachment C), the subdivision application meets all requirements for a final plat and is in substantial conformance with the approved preliminary plat. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

- The standard applies to the creation of new subdivisions or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage infrastructure.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

Staff recommends approval of the Final Plat application for a condominium subdivision with the following recommended Conditions of Approval:

1. This Final Plat application is subject to all conditions of approval for Design Review application P17-004.
2. Failure to record the Final Plat within one year of Council’s approval of the Final Plat shall cause the Final Plat to be null and void.

Sustainability

The proposed final plat does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

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

Attachments

- A. Application and supporting materials
- B. Final Plat Plan Set
- C. Draft City Council Findings of Fact, Conclusions of Law, and Decision

ATTACHMENT A:
**Application and Supporting
Materials**



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P22-017
Date Received:	3/21/22
By:	S. McLaughlin
Fee Paid:	\$750
Approved Date:	
By:	

**Final Plat
Subdivision Application**

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: 231 SUN VALLEY ROAD CONDOMINIUMS			
Owner of Record: Mc Intosh Holdings L.L.C.			
Address of Owner: PO BOX 2320 KETCHUM ID 83340			
Representative of Owner: Sean Flynn with Galena Engineering			
Legal Description: East 75' Lot 8, Block 17, Ketchum Townsite			
Street Address: 231 East Sun Valley Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Units			
Total Land Area: 4.127 S.f., 0.09 Acres			
Current Zoning District: CC-2			
Proposed Zoning District: CC-2			
Overlay District: Community Core			
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: Reciprocal utility easements			
Briefly describe the improvements to be installed prior to final plat approval: None, all improvements have been installed			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations ✓			
One (1) copy of current title report and owner's recorded deed to the subject property ✓			
One (1) copy of the preliminary plat ✓			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Sean Flynn

03/04/2022

Applicant Signature

Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

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

Facebook/CityofKetchum | twitter.com/Ketchum_Idaho | www.ketchumidaho.org

This instrument was filed for record by Blaine County Title, as an accommodation only, it has not been examined as to its execution or as to its effect upon title.

Instrument # 685416

HAILEY, BLAINE, IDAHO
08-11-2021 3:59:34 PM No. of Pages: 3
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED

McIntosh Holdings, LLC, an Idaho limited liability company, successor in interest to 670 DuBuque LLC, a California limited liability company,

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

McIntosh Holdings, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 2320, Ketchum, ID 83340

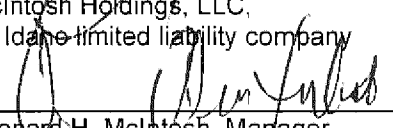
the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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 10 day of Aug 2021.

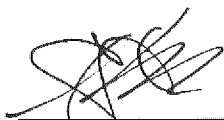
McIntosh Holdings, LLC,
an Idaho limited liability company



Leonard H. McIntosh, Manager

State of ID
County of BLAINE

This record was acknowledged before me on 10 day of AUG., 2021, by
Leonard H. McIntosh, as Manager of McIntosh Holdings, LLC.



Notary Public HAYLEY, ID
My Commission Expires: 5.18.22

(STAMP)

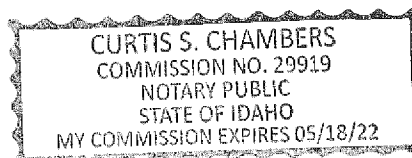


EXHIBIT "A"

LEGAL DESCRIPTION

Lot 18A, Block 56 of LOT 18A, BLOCK 56, HAILEY TOWNSITE, as shown on the official plat thereof, recorded as Instrument No. 673223, records of Blaine County, Idaho.

and

Condominium Units 1, 2, 3, 4 and 5 AND the Common Areas, as shown on the Plat of the River Street Condominiums filed February 1, 2021 as Instrument No. 678803, official records of Blaine County, Idaho, as said plat may be amended or supplemented from time to time, and as defined in the Condominium Declaration for River Street Condominiums, recorded as Instrument No. 679845, official records of Blaine County, Idaho, as said declaration may be amended or supplemented from time to time.

[The above property was formerly described as Lot 2, Block 1 of Intrusted Subdivision, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument No. 678802, records of Blaine County, Idaho.]

and

The East Seventy Five Feet (75') of Lot 8 in Block 17, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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


Countersigned by:


Authorized Countersignature

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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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File No. 2123633

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

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LAND TITLE
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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2123633

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company requires for its review a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents for **231 E Sun Valley Road II LLC**.
6. Release of Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$2,000,000.00
Dated: 11/06/2019
Grantor: 231 E Sun Valley Road II LLC, a Delaware Corporation
Trustee: Blaine County Title, Inc.
Beneficiary: Zions Bancorporation, N.A. dba Zions First National Bank
Recorded: 11/18/2019, as Instrument No. 667934, records of Blaine County, Idaho
7. Release of Assignment of Rents by and between 231 E Sun Valley Road II LLC, a Delaware Corporation and Zions Bancorporation, N.A. dba Zions First National Bank, recorded 11/18/2019 as Instrument No. 667935, records of Blaine County, Idaho.
8. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
9. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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

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

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2123633

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (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. 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.
10. General taxes for the year 2020, a lien in the amount of \$11,132.20, of which the first half due December 20, 2020

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ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) (1-1-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

are PAID and the second half are due on or before June 20, 2021. (Parcel No. RPK0000017008A)

11. General taxes for the year 2021 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. Notes, Easements and Restrictions, if any, as shown on the official map of the Village of Ketchum, recorded February 13, 1989 as [Instrument No. 302967](#), records of Blaine County, Idaho.
15. Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded August 24, 2017 as [Instrument No. 645945](#), records of Blaine County, Idaho.
16. 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.

Items 1-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

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

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ASSOCIATION



STG Privacy Notice Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

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

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

Privacy Notice for California Residents

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

Information Stewart Collects

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

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

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

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

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

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

Use of Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

**CONDOMINIUM DECLARATION AND
COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

231 SUN VALLEY ROAD

ARTICLE I

Recitals and Certain Definitions

Section 1.01 The Declarant; the Real Property. McIntosh Holdings LLC, an Idaho Limited Liability Company authorized to do business within the State of Idaho (together with its successors and assigns, including any person or entity acquiring all and not less than all of the interest of McIntosh Holdings LLC in the "Real Property" whether by purchase or pursuant to foreclosure proceedings or otherwise (collectively the "Declarant")), is the owner of that certain real property located in the City of Ketchum, Blaine County, Idaho, described in Exhibit A attached hereto and hereby made a part of this Declaration (the "Real Property").

Section 1.02 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 1.03 The Project. The term "Project" shall collectively mean the Real Property and all buildings and other improvements located on the Real Property. Declarant intends for the Project to be a mixed-use project consisting of areas for retail, office and residential uses.

Section 1.04 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in the Units and for co-ownership with others, as tenants in common, of the 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 2.01 Building. "Building" means any building constructed on the Real Property pursuant to this Declaration.

Section 2.02 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 and the interior surfaces of built-in fireplaces, as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained (attached as Exhibit B). Notwithstanding such markings, the following are not part of a "Unit": bearing walls, columns, floors, and roofs (except for the interior surface thereof), foundations, elevator equipment and shafts, central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps, and other central services pipes, vents, ducts, flues, chutes, conduits, and 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 at 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 or Common Area as herein defined. Each Unit excludes the interior of any storage areas and/or garages, which are shown on the Condominium Map that are dedicated to a particular unit, and hereinafter referred to as a Limited Common Area. The ownership of a storage unit or garage is preconditioned on the ownership of a Unit. The storage units and garage must be used only for purposes, which are consistent with relevant zoning regulations and shall not be used as residences or as dog kennels.

Section 2.03 Common Area. "Common Area" means the entire Project excepting the Limited Common Areas and the Units.

Section 2.04 Limited Common Areas. "Limited Common Area" means that Common Area and facilities designated herein for the exclusive use of a certain Condominium Owner or Owners to the exclusion, limitation or restriction of others, as described in greater detail in Section 4.02. Without limiting the foregoing, the Limited Common Areas shall include decks, balconies, porches appurtenant to and accessible only from a Unit, the elevator designated to serve a Unit 2, the garage designated to serve a Unit 2, storage areas designated as Limited Common Area in this Declaration or on the Condominium Map, and heating or other equipment located in an enclosed area adjacent to each Unit or for the exclusive use of such Unit. Such Limited Common Area shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Units except by invitation. No reference to Limited Common Area need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Area appurtenant to a Unit.

Section 2.05 Condominium. "Condominium" means a separate interest in a Unit, plus the Limited Common Area appurtenant to that Unit, along with an undivided interest in common in the Common Area in accordance with the attached Exhibit B.

Section 2.06 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Unit or 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 2.07 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Unit or Condominium or any part thereof is encumbered.

Section 2.08 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 2.07, under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 2.09 Association. "Association" means 231 Sun Valley Road Owners Association, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein. The Association shall act through its duly elected Board of Directors.

Section 2.10 Condominium Map. "Condominium Map" means the Condominium Map for 231 Sun Valley Road to be filed for record in the office of the County Recorder of Blaine County, Idaho (attached as Exhibit B) consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit and the Unit number identifying the Units, together with such other information as may be included therein 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, devised, leased, rented, encumbered, used, occupied, 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 plans 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 servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and the Declarant's 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 4.01 Estates of an Owner. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit, plus the Limited Common Area appurtenant to that Unit, along with an undivided interest in common in the Common Area in accordance with the attached Exhibit B. Exhibit B contains a legal description of each Unit in the Project, consisting of the identifying number of such Unit as shown on the Condominium Map. The percentage of ownership interest in the Common Area and Limited Common Areas, 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 the Idaho Code shall be as follows: ---

Section 4.02 Roof Top Limited Common Area.

Section 4.03 Parking Area. The Association shall maintain as a part of the Common Area, the parking area, miscellaneous utility meters, mechanical rooms and the trash collection area, for the use of Condominium Owners, tenants, and occupants, or their invitees.

Section 4.06 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 4.07 Inseparability. No part of a Condominium, or of the legal rights comprising ownership of that Condominium, may be separated from any other part of that Condominium during the period of Condominium ownership prescribed herein, so that each Condominium and the undivided interest in the Common Area appurtenant to such Condominium 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, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration.

Section 4.08 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 4.09 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive or shared use by such Owner(s).

Section 4.10 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes 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 such Owner's Condominium or interest therein, or such Owner's interest in the Common Area or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Area in proportion to such Owner's interest in such common area as set forth in Exhibit B, and such payment is 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 rate of

ten percent (10%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.06 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Area shall be apportioned among the Owners as provided in Article IX hereof.

Section 4.11 Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, paper, or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors and to clean the interior surfaces of windows, all of which form the boundaries of their respective Unit, and all walls, ceilings, floors, and doors within such boundaries. The Association shall have the responsibility for cleaning of exterior surfaces of windows. Window coverings visible from the outside of the Building must be approved by the Association prior to installation.

Section 4.12 Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either 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 or by signage approved in writing by the Association.

Section 4.13 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 shall have the irrevocable right, to be exercised by the Association as their agent, to have access to all such parts of the Project when necessary, during such reasonable hours, and with reasonable notice except in cases of emergency, 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 Project. The Association shall also have such right independent of any agency relationship. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Area is caused through or by the negligent or willful act or omission of an Owner or occupant of a Unit, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner; and, if the Owner fails to repay the expenses incurred by the Association within seven days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 4.14 Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to such Owner's Condominium and to the Limited Common Area designated for use in connection with such Owner's Condominium and shall have the right to the

horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each.

Section 4.15 Association's Right to Use of 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 the Association is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area maintenance, trash and storage facilities for use by the Association. In addition, the Association may enter into an agreement(s) to jointly operate and/or utilize trash and maintenance facilities with adjacent property owners for the mutual benefit of the Association and adjacent property owner(s). With the approval of majority vote of the Membership Voting Percentages as set forth on attached Exhibit B, the Association shall also maintain the right to enter into agreements with Owners to allow non-exclusive temporary utilization of certain parts of the Common Area for use by their employees, tenants, and business invitees.

Section 4.16 Easements and Utilities. In order to adequately serve each Unit, utility and service facilities may be constructed and may encroach on Common Area, Limited Common Area, or the Units. An easement for such encroachment and for the maintenance of the same shall and does exist.

Section 4.17 Declarant's Right Incident to Construction. Declarant and persons Declarant shall select shall have the right to and hereby reserve an easement and right-of-way for ingress and egress over, upon, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project .

Section 4.18 Easements Deemed Created. All conveyances of Condominiums, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Article IV, even though no specific reference to such easements or to those sections appears in any such conveyance.

Section 4.19 Association's Management of Common Area. The Association shall act prudently and diligently to manage and control the Common Area in a manner compatible with good business practices and for the benefit of all Owners. The Association shall have the right to hire a building manager for this purpose.

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 as set forth in Exhibit B to this Declaration and as each appears on the records of the County Recorder of Blaine County, Idaho. 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

Section 6.01 Condominium Labor. No labor performed or services or materials furnished with the consent or at the request of an Owner or such Owner's agent, contractor, or subcontractor shall be the basis for the filing of a lien against the Common Area, Limited Common Area or the Condominium of any other Owner or against any part thereof or against any other property of any other Owner unless such other Owner has expressly consented to or requested 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 such owner's 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 such Owner's Condominium.

ARTICLE VII

The Association

Section 7.01 Membership. The Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibit C and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If more than one person holds title to a Condominium, 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. 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 always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium; provided, however, the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

Section 7.02 Voting Rights. Each Owner shall have the percentage of interest in Common Area and be entitled to vote their percentage Membership Voting Interest as follows: ---. ("Membership Voting Interest"). The membership voting rights and percentage ownership interests of new members shall be determined in the same way as such voting rights and percentage interests were determined for existing members.

Section 7.03 Election of Directors. The Unit Owners shall elect a Board of Directors of at least three (3) members, each of whom shall be Unit Owners. Election and removal of

members to the Board of Directors and of officers shall be as set forth in the By-laws. In the election of members of the Board of Directors, the candidates receiving the highest percentages of Membership Voting Interest shall be deemed elected. A director may be removed as set forth in the By-laws.

Section 7.05 Amplification. The provisions of this Article VII are amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, no present or future provision of such Articles of Incorporation or Bylaws 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 8.01 The Management Body. The Association is hereby designated to be the "Management Body" as provided in sections 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of the State of Idaho, the Idaho Code, the Articles of Incorporation and Bylaws of the Association, and the provisions of this Declaration.

Section 8.02 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) and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Unit shall keep the Limited Common Area designated for use in connection with such Owner's Unit in a clean, sanitary, and attractive condition and shall maintain and repair their Limited Common Area and the heating and other equipment and hot water heater exclusively servicing such Owner's Unit. The Association shall be responsible for the maintenance and repair of exterior surfaces of Buildings and improvements located on the Project including, without limitation, the painting and/or plastering of interior and exterior Common Areas, the same as often as necessary, the replacement of interior and exterior wood and/or stone in the Common Areas, trim and caulking, the maintenance and repair of roofs, the maintenance and repair of exterior walkways, and the maintenance, repair and general upkeep of any other Common Area, including utility lines and all other improvements or materials located within or used in connection with the Common Area. The Association shall be responsible for the removal and disposal of all snow and ice from all driveways, parking areas, pedestrian pathways and sidewalks. The Association shall additionally maintain the general building mechanical and electrical systems. The Association shall also have the right to allocate additional costs to any particular Owner to the extent such Owner is utilizing a portion of the Common Area for a particular purpose to the exclusion of other Owners. The Association by and through the Association's officers shall have the right to grant easements for utility purposes over, upon, across, under, or through any portion of the Common Area, and each Owner hereby irrevocably appoints this Association and the Association's officers as attorney-in-fact for such purposes.

Section 8.03 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage the Association's affairs, or any part thereof, to the extent the Association 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 the Association contracts. The Association may obtain and pay for legal, accounting and tax preparation services, as 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, natural gas, water, sewer, trash collection and recycling, and other common services to each Unit. The cost of such management, maintenance, and repair by the Association shall be borne as provided in Article IX.

Section 8.04 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all 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 the Owner's percentage in the Common Area as set forth in attached Exhibit B. 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 foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.05 Rules and Regulations. The Association may, from time to time, make reasonable rules and regulations for the management, preservation, safety, control and orderly operation of the Project in order to effectuate the intent and enforce the obligation set forth in this Declaration. Such rules and regulations may include, without limitation, assignment of particular areas within the Common Area for the temporary exclusive use by Owners of particular Units including but not limited to the right of the Association to designate use of particular portions of parking areas, outside sidewalk areas for the installation, maintenance and utilization of outdoor seating and related equipment uses. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations, or other obligations or to obtain damages for noncompliance, all to the extent permitted by law. The Association is hereby appointed as the Owners' representative for the purpose of enforcing compliance with such rules, regulations, other obligations, or to obtain damages for non-compliance by tenants with respect to the Common Area. The Association may appoint an outside management company to serve as the Owner's representative so long as the Association provides adequate supervision of the activities of the outside management company.

Section 8.06 Implied Rights. The Association may exercise any other right or privilege given to the Association 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 the Association herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX

Assessments

Section 9.01 Agreement to Pay Assessment. Declarant, for each Condominium owned by Declarant 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, 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. In the case of joint or co-ownerships this liability shall be joint and several. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Areas or the facilities contained in the Common Area or by abandoning or leasing his Unit. Such assessments shall be fixed, established, and collected from time to time in the manner provided in this Article IX.

Section 9.02 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon cash requirements determined by the Association to provide for the payment of all estimated or actual expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer, trash collection, and other common services to each Unit to the extent not separately metered and/or billed to a specific Unit, which estimates may include, among other things, expenses of management, taxes and special assessments, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, landscaping and care of grounds, snow removal, common lighting and heating, water charges, trash collection, recycling, sewer service charges, repairs and maintenance, wages for Association employees, legal and accounting fees, taxes, licenses, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus, and/or sinking fund, 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 9.03 Apportionment of Periodic Assessments. The expenses attributable to the Common Area shall be apportioned among all Owners of Units in proportion to the interest in the Common Area owned by each Owner of a Unit as set forth in Exhibit B to this Declaration.

Section 9.04 Notice of Periodic Assessments and Time Payment Thereof. The Association shall make periodic assessments based upon a budget adopted no less

frequently than annually, which assessments shall be annually, quarterly, or monthly, as the Association shall from time to time determine. The total periodic Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their percentage of interest in the Common Area as follows: ---, subject to: (a) common expenses which are separately metered or assessed to the Units by third parties; (b) common expenses associated with the maintenance, repair or replacement of Limited Common Areas which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Areas are appurtenant; (c) common expenses or portions thereof benefitting fewer than all of the Units which shall be assessed exclusively against the Units benefitted; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any common expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units.

The Association may, in the Association's discretion, allow assessments to 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 as herein provided. Each periodic assessment shall bear interest at the rate of ten percent (10%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date and shall be subject to an automatic late charge of Fifty Dollars (\$50.00). Failure of the Association to give notice of the assessment shall not affect the liability of any Owner 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. A Unit Owner's assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period.

Section 9.05 Special Assessments. In addition to the annual assessments authorized by this Article IX, the Association may, at any time, levy 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 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 this section shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article IX. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner as provided in Section 9.03 of this Article IX. 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. The Association shall have the power to incur expenses for maintenance and repair of any Unit, if such maintenance or repair is necessary, in the opinion of the Board of Directors of the Association to protect the Common Area or any other portion of the Project and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been

delivered by the Board of Directors to said Owner or Owners; the Board of Directors shall levy a special assessment against the Owner or Owners of any such Unit to pay for the cost of such maintenance and repair and any other costs or expenses arising out of or incident to such maintenance and repair and the assessment therefor. A special assessment shall bear interest at the rate of ten percent (10%) per annum from the date it becomes due and payable if not paid within thirty (30) days and an automatic late charge of fifty dollars (\$50).

Section 9.06 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article IX, together with interest thereon and late fees 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, including all unpaid obligatory advances to be made 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 liens 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 IX, the Association shall 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 a member of the Board of Directors, an officer of the Association or the managing agent and shall 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 of the Owner's Condominium 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. 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 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 Condominium as the Owner thereof.

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

such rents, profits and income to the Association effective immediately upon any default in the payment of Assessments.

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. The Association may report any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have become due to any encumbrancer of a Condominium; provided, however, such encumbrancer first shall have furnished written notice of such encumbrance to the Association. 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 (1) year from the date of recordation of said notice of assessment; provided, however, said one-year period may be extended by the Association for not to exceed one (1) 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 9.07 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 foreclosure or waiver of 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 the Owner's Condominium.

Section 9.08 Statement of Account. Upon payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), and upon written request of any Owner, 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, the date that such assessment becomes or became due, and 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 such Mortgagee's 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 20-day period provided herein and if thereafter an additional written request is made by such purchaser, is not

complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

Section 9.09 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.08, 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. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 9.10 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001, as amended, with regard to any assessment of the Association.

ARTICLE X

Use of Condominiums

Section 10.01 Condominiums. No Unit shall be used for any purpose not allowed by the city of Ketchum's Municipal Code.

Section 10.02 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. There shall be no modifications, additions or alterations made to the Common Area or Limited 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 after its acceptance of the Common Area from Declarant. No modification or alteration of the open space or exterior parking area(s) of the Common Area which would affect the quantity or quality of such areas shall be made without the written consent of the Planning and Zoning Commission of the City of Ketchum, Idaho.

Section 10.03 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any part of the Project which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of 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 part of the Project that 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 any 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 such Owner or such Owner's invitees; provided, however, any invitee of the Declarant shall not under any circumstances be deemed to be an

invitee of any other Owner. No noxious, destructive, or offensive activity shall be carried on in any part of the Project 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 or operating a business in the Project.

Section 10.04 Animals. The Association hereby prohibits the raising, breeding, or keeping of animals, livestock, or poultry in any part of the Project including without limitation operation of a pet store or other pet related business. Notwithstanding the foregoing, each Unit Owner shall be entitled to keep no more than two (2) dogs, two (2) cats, two (2) birds and aquarium fish in any Condominium Unit; provided that (A) such pets are of a size and nature that does not cause disruption or nuisance to other Owners, (B) such pets are not allowed to run at large, chase humans or other animals or bark excessively, (C) such pets do not cause damage to the Common Area, and (D) the owner thereof complies with any further restrictions contained in any supplemental Declaration, and any reasonable rules and regulations adopted by the Association regarding such pets.

Section 10.05 Rules and Regulations. No Owner shall violate the rules and regulations for the use of that portion of the Project to which such rules apply as adopted from time to time by the Association. Except as otherwise provided herein, any Owner shall have the right to enforce any or all of the provisions of any restriction contained in this Declaration or any rule or regulation adopted by the Association. Any violation of any state, municipal or local law, ordinance or regulation pertaining to ownership, occupation or use of any property within the Project is hereby declared to be a violation of a restriction in this Declaration and subject to any or all of the enforcement procedures set forth below.

Section 10.06 Maintenance of Interiors. Each Owner shall keep the interior of such Owner's Unit including, without limitations interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition and good state of repair; shall keep the Limited Common Area designated for use in connection with such Owner's Unit in clean, sanitary, and attractive condition; and shall keep the heating and other equipment and water heating system exclusively servicing such Owner's Unit in a good state of maintenance and repair.

Section 10.07 Structural Alterations. No structural alterations or modification to any interior walls shall be made to any Condominium 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 10.08 Parking Restrictions. The parking area shall be used for parking operable vehicles only and shall not be converted for living, recreational, or business purposes, nor shall anything be stored in any parking area so as to prevent the parking of an automobile thereon, unless otherwise approved in writing by the Association.

Section 10.09 Signs. Except for signs as may be used by Declarant in connection with the sale of Condominiums, no sign of any kind shall be displayed to the public view by Owners of Condominiums without the approval of the Board of Directors. In addition, the Declarant and/or the Association shall be entitled to place interior identification and/or directional signage as appropriate and additionally an identification directory for owners of Units within the Project.

Section 10.10 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate, and no odors shall be permitted to arise from the property or any Condominium so as to render any portion of the property unsanitary, unsightly, offensive, or detrimental to any other property or Condominium in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate either within any such property or any Condominium or be permitted to exist or operate outside of any Condominium and controlled by an owner or occupant of the Condominium so as to be offensive or detrimental to any other property or Condominium in the vicinity thereof or its occupants. Without limiting the generality of any of the following provisions, no exterior music and/or speakers, horns, whistles, bells, or other sound devices (other than security systems used exclusively for security purposes) shall be located, used, or placed on any such property or Condominium without the prior written approval of the Association (unless originally approved by the Declarant).

Section 10.11 Outside Installations. No clotheslines, television antennas, satellite dishes, wiring, or installation of air conditioning, or other machines, awnings, flags, banners or umbrellas, unless properly screened from view or contained within roof wells as part of the original construction of the Project, shall be installed on the exterior of the Building for the use of any Unit or be allowed to protrude through the walls, windows, or roof of the Building for the use of any Unit without the prior written approval of the Association.

Section 10.12 Enforcement of Violations. No violation of any Rule or Regulation, inclusive of those items described in Section 10.05 above, shall be allowed. If any Owner, Owner's family, tenant, licensee, or invitee commits such violation; the Association may, in addition to any other legal remedies it may have, impose a Special Assessment upon such person of not more than Fifty Dollars (\$50) for each such violation for each day that such violation continues. Before invoking such assessment, the Association's Board of Directors shall give such person sixty (60) days written notice to cure such violation and/or to be heard by the Board regarding the violation and any potential assessment. If such violation is of a nature that it cannot be remedied within sixty days, no assessment shall be invoked so long as the Owner submits a remediation plan to the Board to remedy the violation within a reasonable time and such Owner diligently pursues such plan to completion. If an Owner violates any Rule or Regulation more than twice within any three-year period, regardless of whether the Rule that has been violated is the same, the accrual of such assessment shall begin three days after the Board gives notice of such violation rather than sixty days after such notice. Such additional assessments may be collected and enforced in the same manner as any other assessment under Article IX. Each remedy provided in this Declaration or by law shall

be cumulative and not exclusive. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right to enforce such provision thereafter.

ARTICLE XI

Insurance

Section 11.01 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by a company authorized to do business in Idaho. The provisions of this Article XI 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. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the Project as contemplated by this Article XI prior to or concurrently with the first conveyance of a Condominium. Any obligation or commitment for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any Condominium, shall become an obligation of the Association and shall be paid for out of Association funds.

(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 multiple-family, residential, 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 the Association 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) Worker's Compensation and Employer's Liability Insurance. The Association shall purchase worker's compensation and employer's liability insurance and all other

similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as the Association shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Other. The Association may obtain insurance against such other risks of a similar or dissimilar nature as the Association shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 11.02 Optional Insurance. The Association may obtain the following types of insurance coverage, but the Association is not required to do so.

(a) Personal Property Casualty Insurance. The Association may, in the Association's 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 amounts equal to the replacement cost less depreciation 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 the Association's discretion, obtain casualty, and public liability insurance coverage in amounts the Association 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.

(c) Other Casualty Insurance. The Association may purchase other casualty insurance, such as, flood, earthquake, etc., in such amounts and in such forms as the Association deems advisable to provide adequate protection.

Section 11.03 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, description, 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 cancelled 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 Mortgage. The Association shall furnish to each Owner who requests it and to Declarant a true copy of such policy, together with a certificate identifying the interest of the Owner. All policies of insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board of Directors, employees, and agents and against each Owner and each Owner's employees, agents, and guests and shall provide that the insurance cannot be cancelled, invalidated, or suspended on account of the conduct of the Association, the Board of Directors,

employees, and agents or on account of any Owner or such Owner's employees, agents, or guests and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee.

Public liability and property damage insurance shall name the Association as 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 11.04 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association elects to arrange for such casualty insurance pursuant to Section 11.02 hereof (in which event Owner shall be responsible for the amount, if any, the replacement cost exceeds the insurance proceeds), 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 elects to arrange for such insurance pursuant to Section 11.02 hereof, 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. Owners shall require tenants to carry appropriate personal property insurance for the contents of their respective leased space as well as all other forms of insurance as are customary for, retail and/or office tenants, as the case may be, as shall be set forth in each such lease.

Section 11.05 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article XI. 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 Condominiums, as set forth in Section 13.04. 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 11.06 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.01 and 11.02 hereof, each Owner shall obtain insurance at the Owner's own expense providing coverage upon the Owner's Condominium, the Owner's personal property, for the Owner's personal liability, and covering such other risks as the Owner 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 XI. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of the Owners,

the Declarant, and Mortgagee. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the policies described in this section that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance, and the Owner shall be liable to the Association to the extent of any such diminution. In addition, any improvements made by a Owner within such Owner's Unit may be separately insured by the Owner, but such insurance shall be limited to the type commonly known as "tenant's improvements" insurance.

Section 11.07 Adjustment of Claims. The Association may adopt and establish written non-discriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a prorata share of any deductible paid by the Association.

Section 11.08 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Mortgagee at reasonable times.

ARTICLE XII

Casualty Damage or Destruction

Section 12.01 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 such Owner's Condominium.

Section 12.02 Association as Agent. All of the Owners irrevocably constitute and appoint the Association by and through the Association's elected officers as the Owners' true and lawful attorney-in-fact in the Owner's 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 12.03 General Authority of the Association. As attorney-in-fact, the Association by and through the Association's elected officers 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 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 all 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 12.04 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 the Association deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.05 Repair or 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, however, in such latter event in the absence of the consent of each affected Owner, 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 Building shall be substantially the same as prior to damage or destruction.

Section 12.06 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to 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 Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.07 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 12.06 constitute a fund for the payment of cost or repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.06 of this Declaration.

Section 12.08 Decision Not to Rebuild. If the record Owners, as reflected on the real estate record of Blaine County, Idaho, representing sixty seven percent (67%) or more of the Membership Voting Interest set forth on attached Exhibit B, 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 Condominiums, as set forth in Section 13.04.

ARTICLE XIII

Obsolescence

Section 13.01 Adoption of a Plan. The record Owners 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 of Units at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho, real estate records.

Section 13.02 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all the Owners as assessment against their respective Condominiums in accordance with the proportions of Common Area. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.03 Sale of Obsolete Project. The Owners may agree that the Project is obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts. 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 Bylaws. The sale proceeds shall be apportioned among the Owners pro rata based on the percentage interest in common area. Such apportioned proceeds shall be paid into separate accounts, each account representing one ownership interest. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

Section 13.04 Distribution of Excess. In the event amounts collected pursuant to Section 13.03 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 14.01 Consequences of Condemnation. If at any time or times during the continuance of the 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 14.02 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

Section 14.03 Complete Taking. In the event that the entire Project is taken, condemned, 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 pro rata based on the percentage interest in common area as set forth in Exhibit B to this Declaration, 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 principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.04 of this Declaration.

Section 14.04 Partial Taking. In the event that less than the entire Project is taken, condemned, 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 of each area 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 Condominium and/or improvements an Owner has made within such Owner's own Condominium shall be apportioned to the particular Owners 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 13.04 of this Declaration.

Section 14.05 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 Condominiums for amendment of this Declaration as provided in Article XV hereof.

Section 14.06 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

ARTICLE XVI

Revocation or Amendment

This Declaration shall not be revoked, nor shall any of the provisions herein be amended unless all of the Owners 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.

ARTICLE XVII

Period of Condominium Ownership

The Condominium ownership created by this Declarant 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 Article XII (Obsolescence) or Article XIV (Condemnation) of this Declaration.

ARTICLE XVIII

Miscellaneous

Section 18.01 Compliance With Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, rules, and regulations 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 18.02 Registration of Mailing Address. Each Owner shall register such Owner's mailing address and email address with the Association. 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 and by email sent to the Owner at such email 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 Articles of Incorporation or Annual Report of the Association (whichever is current) and by email to the email addresses of the President and Secretary of the Association. All notices or demands to be served on Mortgagees pursuant thereto 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 18.03 Transfer of Declarant's Rights. Any right 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 18.04 Mediation. Except for any mechanics, labor and materialman's liens or liens by the Association for unpaid Assessments, the Association and all Owners agree to and shall mediate any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or such rules and regulations as the Association may promulgate under its responsibilities as set forth in this Agreement. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential. In the event the parties are not able to agree on a mediator within thirty days, a judicial and mediation service mutually acceptable to the parties shall appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this paragraph. Should any party attempt an arbitration or a court action before attempting to mediate, THAT PARTY SHALL NOT BE ENTITLED TO ATTORNEYS FEES THAT MIGHT OTHERWISE BE AVAILABLE TO THEM IN A COURT ACTION OR ARBITRATION, AND IN ADDITION THERETO, THE PARTY WHO IS DETERMINED BY THE ARBITRATOR TO HAVE RESISTED MEDIATION SHALL BE SANCTIONED BY THE ARBITRATOR OR JUDGE AND THE COURT SHALL DISMISS THE ARBITRATION OR COURT ACTION WITHOUT PREJUDICE AND ORDER THE PARTY THAT ATTEMPTED THE ARBITRATION OR COURT ACTION TO PAY THE OTHER PARTY'S REASONABLE ATTORNEY'S FEES AND COSTS.

Section 18.05 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after the Owner conveys such Condominium.

Section 18.06 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 18.07 Severability. If any of the provisions of this. Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstance shall 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 circumstance shall not be affected thereby.

Section 18.08 Construction by Declarant. Nothing in this Declaration or any action taken by the Association shall limit the right of Declarant to complete construction of the Project.

Section 18.09 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 on this _____ day of _____, 2021.

McIntosh Holdings LLC, an Idaho Limited Liability Company

By ---

ACKNOWLEDGMENT

State of _____)
)ss
County of _____)

On this ____ day of _____, 2021, before me, _____, a Notary Public, personally appeared _____, known or identified to me on the basis of satisfactory evidence to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal.

Notary Public
Residing at _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

EXHIBIT C

(Condominium Map)

EXHIBIT D

(By Laws and Articles of Incorporation)

BYLAWS

OF

231 SUN VALLEY ROAD OWNERS ASSOCIATION, INC.

ARTICLE I

Principal Office

The Principal office of 231 Sun Valley Road Owners Association, Inc., (the "Association"), shall be in the City of Ketchum, County of Blaine, State of Idaho. The Association may have such other offices, either within or without the state of Idaho as the Board of Directors may determine or the affairs of the Association may require.

ARTICLE II

Board of Directors

1. General Powers. The property, business, and affairs of the Association shall be controlled and managed by the Board of Directors.

2. Number. The Board of Directors shall consist of three (3) members. The Board of Directors may be increased by amendment of these Bylaws; provided however, the number of directors shall not be increased to more than five (5), and provided further, a reduction in the number of directors by amendment of these Bylaws shall not have the effect of reducing the term of an incumbent director.

3. Qualifications; Election; Term. Directors must be members of the Association and shall be elected by the members at their annual meeting. In the election of members of

the Board of Directors, the candidates receiving the highest percentages of Membership Voting Interest as set forth on Exhibit B of the Declarations shall be deemed elected. Directors shall serve the term of one (1) year or until their successors are duly elected and qualified.

4. Removal; Resignation. Any director may be removed with or without cause by a vote of seventy five percent of the Membership Voting Interests entitled to be cast by the members of the Association at a meeting, called for that purpose. Any director may resign by submitting a written notice to the Board of Directors stating the effective date of that director's resignation, and acceptance of the resignation shall not be necessary to make it effective.

5. Vacancies. Any vacancy occurring on the Board of Directors whether by removal, resignation, death, or otherwise shall be filled by a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy on the Board of Directors shall hold office until the next annual election of directors and until that director's successor is duly elected and qualified.

6. Meeting. There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board of Directors may establish regular meetings to be held at such other places, in such other manners, including telephonically, and at such other times as the Board of Directors may determine from time to time. After the establishment of a time, place, and manner for regular meetings, no further notice thereof need be given. Special meetings of the Board of Directors may be called by the President or upon written request delivered to the Secretary-Treasurer by any two (2) directors.

7. Notices; Waiver. Five (5) days' notice of special meetings shall be given to each director by the Secretary-Treasurer. Such notice may be given orally to each director. Written waiver of notice signed by a director or attendance at a meeting of the Board of Directors by such director shall constitute a waiver of notice of such meeting, except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to defects in said notice.

8. Quorum; Vote Required; Adjournment. At any meeting of the Board of Directors a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. Action of Directors Without a Meeting. Any action required to be taken or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the directors entitled to vote in respect to the subject matter thereof.

10. Standards for Directors. Each member of the Board of Directors, when discharging the duties of a director, shall act in good faith and in a manner the director reasonably believes to be in the best interests of the Association. The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(a) One (1) or more officers or employees of the Association whom the director reasonably believes to be reliable and competent functions performed or the information, opinion, reports, or statements provided;

(b) Legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the director reasonably believes are matters:

(i) Within the particular person's professional or expert competence; or

(ii) As to which the particular person merits confidence; or

(iii) A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence.

ARTICLE III

Officers

1. General. The officers of the Association shall be a President, one or more Vice Presidents, and a Secretary-Treasurer, all of whom shall be elected by the Board of Directors to serve at the pleasure of the Board of Directors.

2. President. The President shall be the principal executive officer of the Association and subject to the control of the Board of Directors, shall direct, supervise, coordinate, and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of an Association. The President shall be a director and shall preside at all meetings of the members of the Association.

3. Vice President. A Vice President shall act in place of the President in case of the President's death, absence, inability, or failure to act and shall perform such other duties and have such authority as from time to time delegated to such Vice President by

the Board of Directors or by the President. The Vice President shall be a director; however, if the Board of Directors elects more than one Vice President only one so elected need be a director.

4. Secretary-Treasurer. The Secretary-Treasurer shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these Bylaws as required by law and that the books, reports, and other documents and records of the Association are properly kept and filed. The Secretary-Treasurer shall have charge and custody of and be responsible for all sorts of securities of the Association. The Secretary-Treasurer shall deposit all such funds in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. The Secretary-Treasurer shall keep books of account and records of transactions and of the financial condition of the Association, shall submit such reports thereof as the Board of Directors may from time to time require, and in general shall perform all of the duties incident to the office of Secretary-Treasurer and such other duties as may from time to time be assigned to the Secretary-Treasurer by the Board of Directors or the President. The Board of Directors may appoint one or more Assistant Secretary-Treasurers who may act in the place of the Secretary-Treasurer in case of the Secretary-Treasurer's death, absence, inability, or failure to act.

5. Compensation. Agents and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any agent, or employee shall not in and of itself create contractual rights of compensation for services performed by such agent or employee.

6. Delegation of Powers. In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board of Directors may delegate that officer's duties and powers for the time being to any other officer or any director.

7. Standards of Conduct.

- (2) An officer when performing in such capacity, shall act:
 - (a) In good faith;
 - (b) With the care that a person in a like position would reasonably exercise under similar circumstances; and
 - (c) In a manner the officer reasonably believes to be in the best interests of the Association.
- (3) In discharging those duties an officer who does not have knowledge that makes reliance unwarranted, is entitled to rely on:

(a) The performance of properly delegated responsibilities by one (1) or more employees of the Association whom the officer reasonably believes to be reliable and competent in performing the responsibilities delegated; or

(b) Legal counsel, public accountants, or other persons retained by the Association as to matters involving skill or expertise the officer reasonably believes are matters:

(i) Within the particular person's professional or expert competence; or

(ii) As to which the particular person merits confidence.

(4) An officer shall not be liable to the Association or its members for any decision to take or not to take action; or any failure to take action, as an officer, if the duties of the office are performed in compliance with this section. Whether an officer who does not comply with this section shall have liability will depend in such instance on applicable law, including those principles of section 30-3-85, Idaho Code, that have relevance.

ARTICLE IV INDEMNIFICATION OF DIRECTORS AND OFFICERS

1. Scope of Indemnification.

The Association may indemnify and advance funds to or for the benefit of the directors and officers to the fullest extent permitted by the Idaho Nonprofit Corporation Act ("Act"), as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights than the Act permitted the Association to provide prior to such amendment). (Idaho Code § 30-3-88).

2. Mandatory Indemnification of Directors.

The Association shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the individual was a director of the Association against reasonable expenses incurred by the director in connection with the proceeding. (Idaho Code § 30-3-88).

a. Further Indemnification of Directors.

i. Except as otherwise provided in this Section, the Association may indemnify an individual who is a party to a proceeding because the individual is a director against liability incurred in the proceeding if:

1. The director's conduct was in good faith; and

2. The director reasonably believed:

- a. In case of conduct in the director's official capacity, that the director's conduct was in the best interests of the Association; and
 - b. In all cases, that the director's conduct was at least not opposed to the best interests of the Association; and
 - c. In the case of any criminal proceeding, the director had no reasonable cause to believe the conduct was unlawful.
- ii. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea or nolo contendere or its equivalent, is not, of itself, determinative that the director did not meet the relevant standard of conduct described in this Section.
- iii. Unless ordered by a court under Act, the Association may not indemnify a director in connection with a proceeding by or in the right of the Association, except for reasonable expenses incurred in connection with the proceedings if it is determined that the director has met the relevant standard of conduct under subsection (1) of this Section, or as otherwise prescribed in Section 30-3-88, Idaho Code.

b. Advance for Expenses.

- i. The Association shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding if the director delivers to the Association:
 - 1. A written affirmative of the director's good faith belief that the director has met the relevant standard of conduct described above; and
 - 2. The director's written undertaking to repay any funds advanced if the director is not entitled to mandatory indemnification, and it is ultimately determined that s/he has not met the relevant standard of conduct described above.
- ii. The undertaking required by subsection (1)(b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

c. Determination of Indemnification.

- i. The Association may not indemnify a director unless a determination has been made that indemnification of the director is permissible

because the director has met the relevant standard of conduct set forth in Section 7.3.

- ii. The determination shall be made in accordance with Section 30-3-88(4), Idaho Code.

d. Indemnification of Officers.

The Association may indemnify and advance expenses to an officer of the Association who is a party to a proceeding because the individual is an officer of the Association the same extent as a director.

e. Insurance.

The Corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the Corporation, or who, while a director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the Corporation would have power to indemnify or advance expenses to the individual against such liability.

f. Definitions.

Sections 7.1 through 7.8 of these Bylaws shall be defined in accordance with Section 30-3-88(8), Idaho Code.

Rights, Duties, and Obligations of the Members of the Association

1. Membership. Every owner of a Condominium in the Project shall be a member of the Association, and no person or entity other than an owner of a Condominium may be a member of the Association. If title to a Condominium is held by more than one person, the votes of such Condominium shall be shared by all such persons in the same proportionate interest as their ownership interest in such Condominium and by the same type of tenancy in which the title to the Condominium is held. Memberships in the Association shall not be transferred except in connection with the transfer of a Condominium; provided, however, the rights of membership may be assigned as further security for a loan secured by a lien on a Condominium.

2. Transfer of Membership. Transfer of membership in the Association shall occur upon the transfer of a title to a Condominium of the Project to which the membership pertains; however, the Association shall be entitled to maintain the person, persons, or entity in whose name or names the membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the Secretary-Treasurer. A transfer of membership shall not release the transferor from liability or obligation accrued and

incidental to such membership prior to such transfer. In the event of dispute as to ownership of a Condominium and to the membership appurtenant thereto, title to the Condominium as shown on the public records of the County of Blaine, State of Idaho, shall be determinative.

3. Voting Rights. The voting rights of each member shall be determined as set forth in the Condominium Declaration and Covenants, Conditions and Restrictions. The voting rights and interests of new members shall be determined in the same way as such rights were determined for old members. Voting by proxy shall be permitted; however, proxies must be filed with the Secretary-Treasurer twenty-four (24) hours before the appointed time of each meeting.

4. Annual Meetings. An annual meeting of the members for the purpose of electing directors, establishing of the Budget for the current calendar year and transaction of such other matters as may properly come before the meeting shall be held on such date as Determined by the Directors. All business which may be lawfully transacted may be transacted at such meeting without any further or special notice.

5. Special Meeting. Special meetings of the members may be called any time by the Board of Directors or by written request of one-half (1/2) of the voting power of all the members and shall be held at a convenient location in the County of Blaine, State of Idaho. The Secretary-Treasurer shall forthwith give notice of such meeting at such time as the Secretary-Treasurer may fix, not less than ten (10) or more than thirty-five (35) days after the receipt of said request and if the Secretary-Treasurer shall neglect or refuse to issue such call, the Board of Directors or members making request may do so.

6. Notice; Waiver. Notice of annual and special meetings of the members must be given in writing and must state the date, hour, and place of the meeting and generally describe the nature of the business to be transacted. Such notice shall be delivered personally to or deposited in the mail, postage prepaid, and addressed to the last known address, as shown on the books of the Association, to the owners or any one of the co-owners of each membership, as shown on the books of the Association, and shall be delivered or deposited in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary-Treasurer in writing of the time, place, and purpose of the meeting in sufficient time to permit the Secretary-Treasurer to give notice to all members in accordance with these Bylaws.

Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in the notice.

7. Quorum; Vote Required; Adjournment. Two-thirds (2/3) of the membership voting interest entitled to vote represented in person or by proxy shall constitute a

quorum at any meeting of the members. If a quorum is present, the action of a majority of the membership voting interest present and voting shall be the act of the members. If a quorum is not represented at a meeting, a majority of the membership voting interest present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting.

8. Certificates Held. Membership certificates held in estates or trust may be voted by the administrator, executor, guardian, trustee, conservator, or receiver thereof without such membership or title to the Condominium being transferred to said person.

9. Conduct of the Meeting. The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of officers, report of committees, unfinished business, new business, election of directors, and miscellaneous business.

ARTICLE V

Incorporation by Reference to Condominium Declaration

Pursuant to the Articles of Incorporation of this Association, the Condominium Declaration and Covenants, Conditions and Restrictions ("Declarations") is hereby incorporated by reference and made a part of these Bylaws as if set out in full herein, including, but not limited to, articles entitled "Nature and Incidents of Condominium Ownership" (Article IV), "The Association" (Article VII), "Certain Rights and Obligations of the Association" (Article VIII), "Assessments" (Article IX), and "Use of Condominiums" (Article X).

ARTICLE VI

Contracts, Conveyances, Checks, & Miscellaneous

1. Contracts. The Board of Directors may authorize any officer of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation or by the Condominium Declaration for 231 Sun Valley Road.

2. Conveyances and Encumbrances. Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the President or a Vice President and by the Secretary-Treasurer of the Association.

3. Checks. All checks, drafts, notes, and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. Fiscal Year. The fiscal year or business year of the Association shall begin on the first day of January and end on the last day of December following.

5. Records. The Association shall maintain accurate and correct books, records, and accounts of the Association's business and properties, and they shall be kept at such place as is from time to time fixed and designated by the Board of Directors.

6. Seal. The Board of Directors may adopt an Association seal of such design as may be appropriate.

ARTICLE VII

Amendments

These Bylaws may be amended, altered, or repealed from time to time by a sixty percent (60%) or more vote of the membership voting interest of the Association in accordance with the provisions of Article VII of the Articles of Incorporation and Exhibit B of the Declarations at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered.

APPROVED AND ADOPTED this ____ day of _____, 2021, by the undersigned members of the initial Board of Directors of the Association.

Leonard McIntosh

ATTACHMENT B:

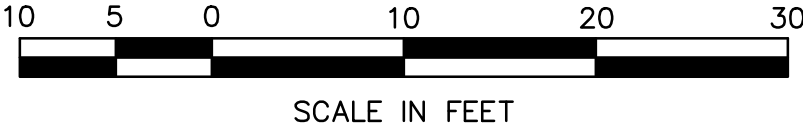
Final Plat Plan Set

A CONDOMINIUM PLAT SHOWING

231 SUN VALLEY ROAD CONDOMINIUMS

WHEREIN THE EAST 75' OF LOT 8, BLOCK 17, KETCHUM TOWNSITE, IS REPLATTED INTO CONDOMINIUMS AS SHOWN HEREON
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

MAY 2022



SCALE IN FEET

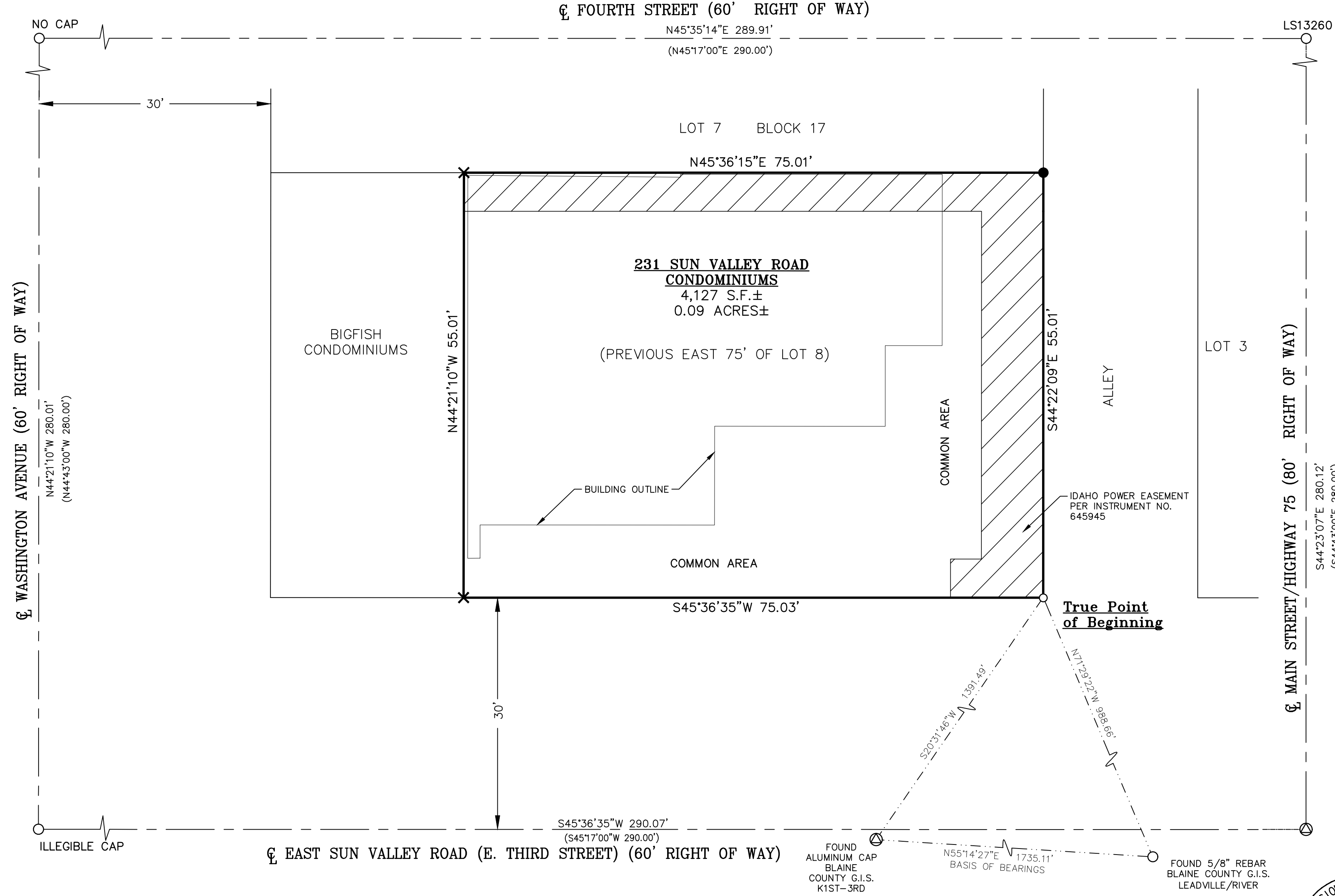
SCALE: 1" = 10'

LEGEND

- Property Boundary
- Adjoining Lot Line
- Right of Way Centerline
- Building Outline at Ground Level
- G.I.S. Survey Tie
- Idaho Power Easement Per Instrument No. 645945
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Aluminum Cap
- Calculated Point
- Set 5/8" Rebar, P.L.S. 16670
- Corner net set, falls in building
- Record Survey Information Per Instrument No. 524469

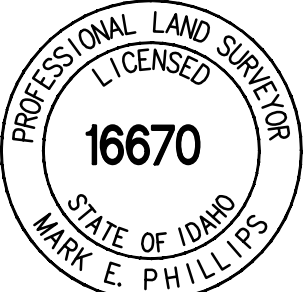
SURVEY NARRATIVE & NOTES

- THE PURPOSE OF THIS SURVEY IS TO SHOW THE MONUMENTS FOUND AND SET DURING THE BOUNDARY RETRACEMENT OF THE EAST 75' OF LOT 8, BLOCK 17, KETCHUM TOWNSITE, INSTRUMENT NUMBER 302967, RECORDS OF BLAINE COUNTY, IDAHO, AND TO CONDOMINIUMIZE SAID PROPERTY AS SHOWN HEREON. ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. LOT CORNER MONUMENTS WERE SET BY BLOCK BREAKDOWN AND PROPORTIONING RECORD DISTANCES.
- PROPERTY HEREON IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) AS RECORDED UNDER INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- VERTICAL DATUM IS ASSUMED. BENCHMARK IS A FOUND 5/8" REBAR AT THE INTERSECTION OF FIFTH STREET AND WASHINGTON AVENUE, ELEVATION = 5831.00.
- THE BUILDING OUTLINE IS ONLY SHOWN ON THIS PAGE FOR ORIENTATION.
- REFERENCE IS HEREBY MADE TO THE FOLLOWING DOCUMENTS:
A. PLAT OF THE VILLAGE OF KETCHUM, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.
B. PLAT OF BIGFISH CONDOMINIUMS, RECORDED AS INSTRUMENT NO. 524469, RECORDS OF BLAINE COUNTY, IDAHO.



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.

SEE SHEET 2 FOR CONDOMINIUM UNIT
DIMENSIONS, UNIT TIES AND ADDITIONAL NOTES

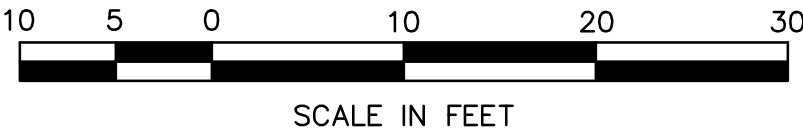


231 SUN VALLEY ROAD CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 3
JOB NO. 7534
KETCHUM FILE NO. P22-017

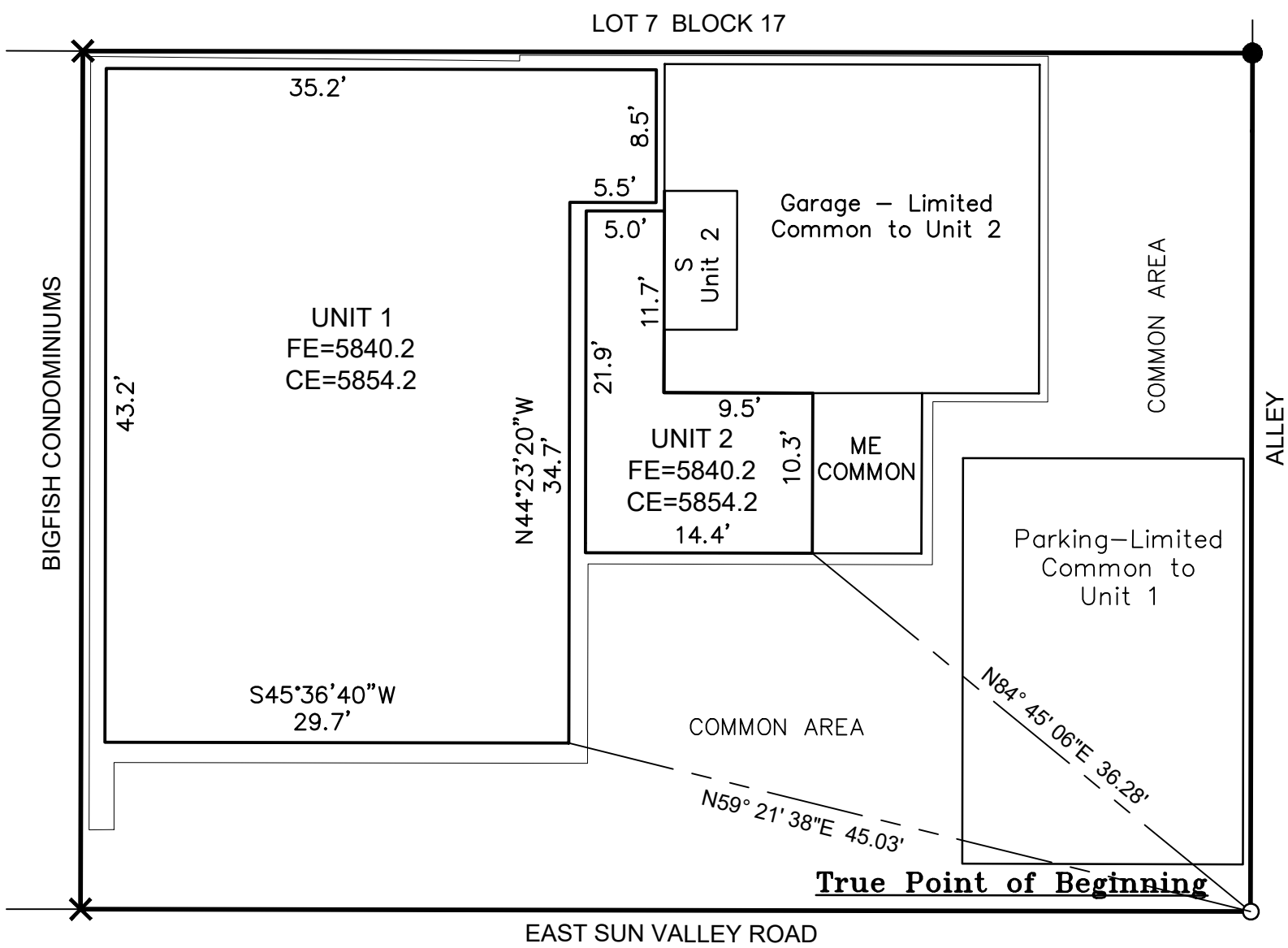
Date _____ South Central District Health Dept., EHS

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

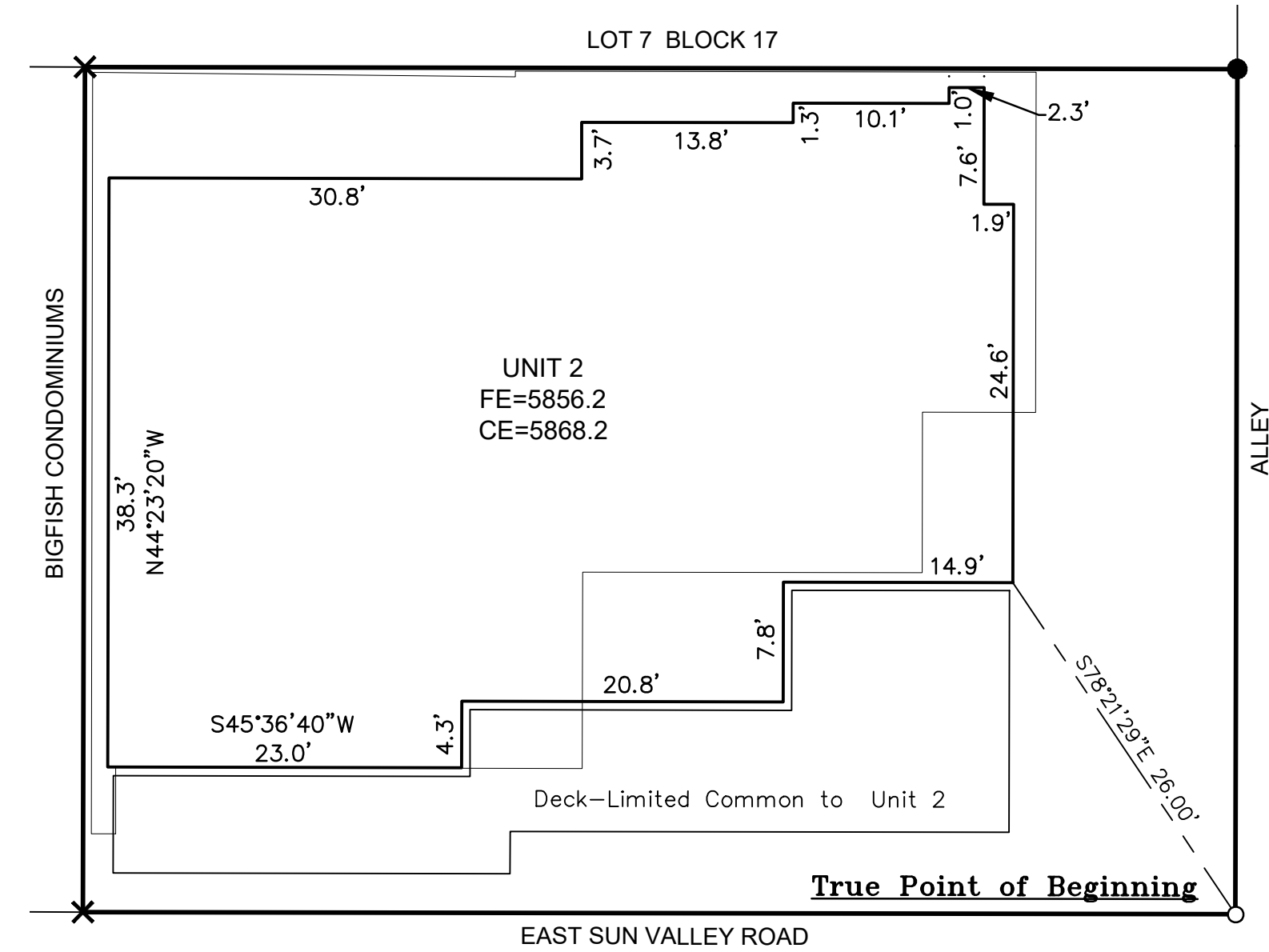
A CONDOMINIUM PLAT SHOWING
231 SUN VALLEY ROAD CONDOMINIUMS



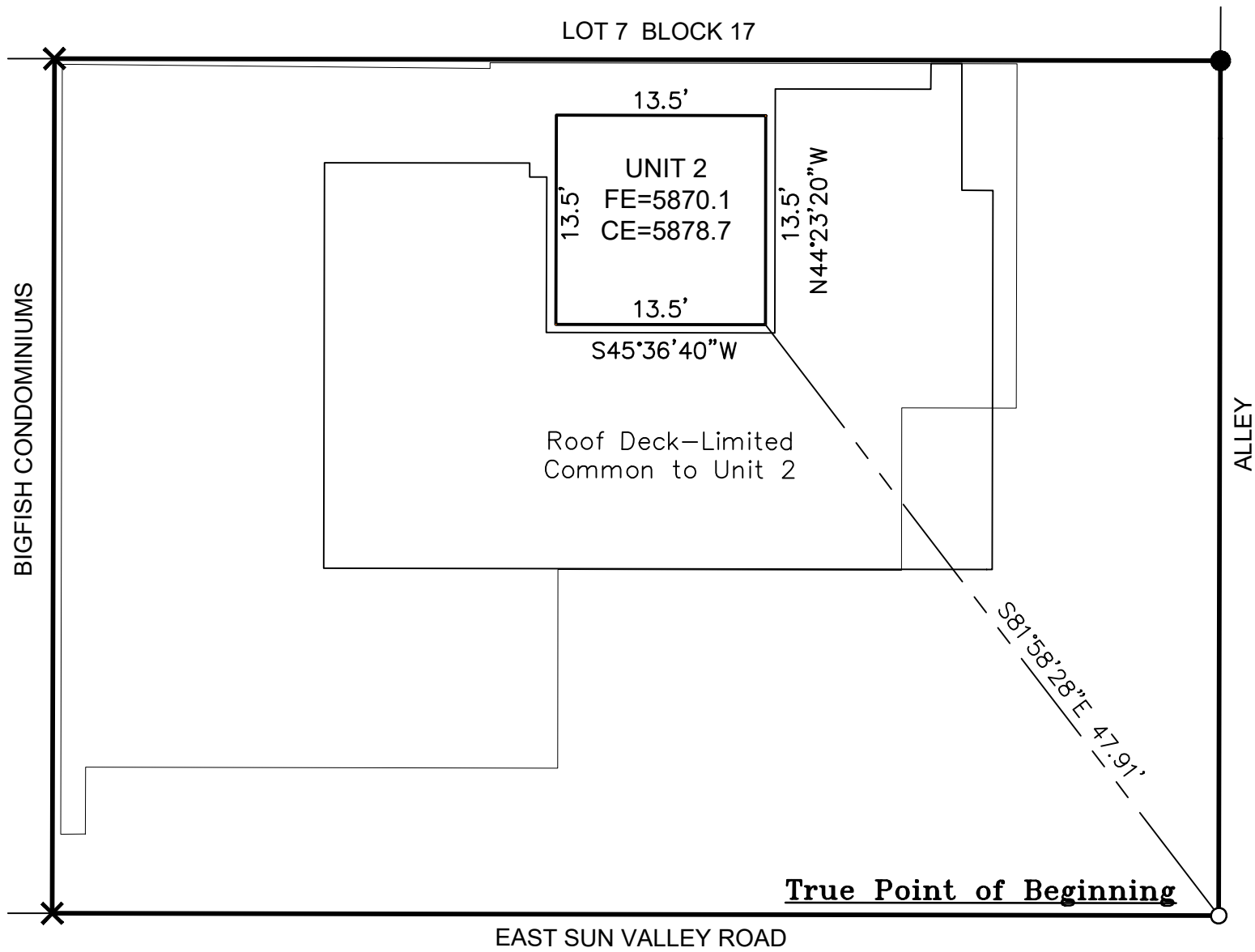
SCALE: 1" = 10'



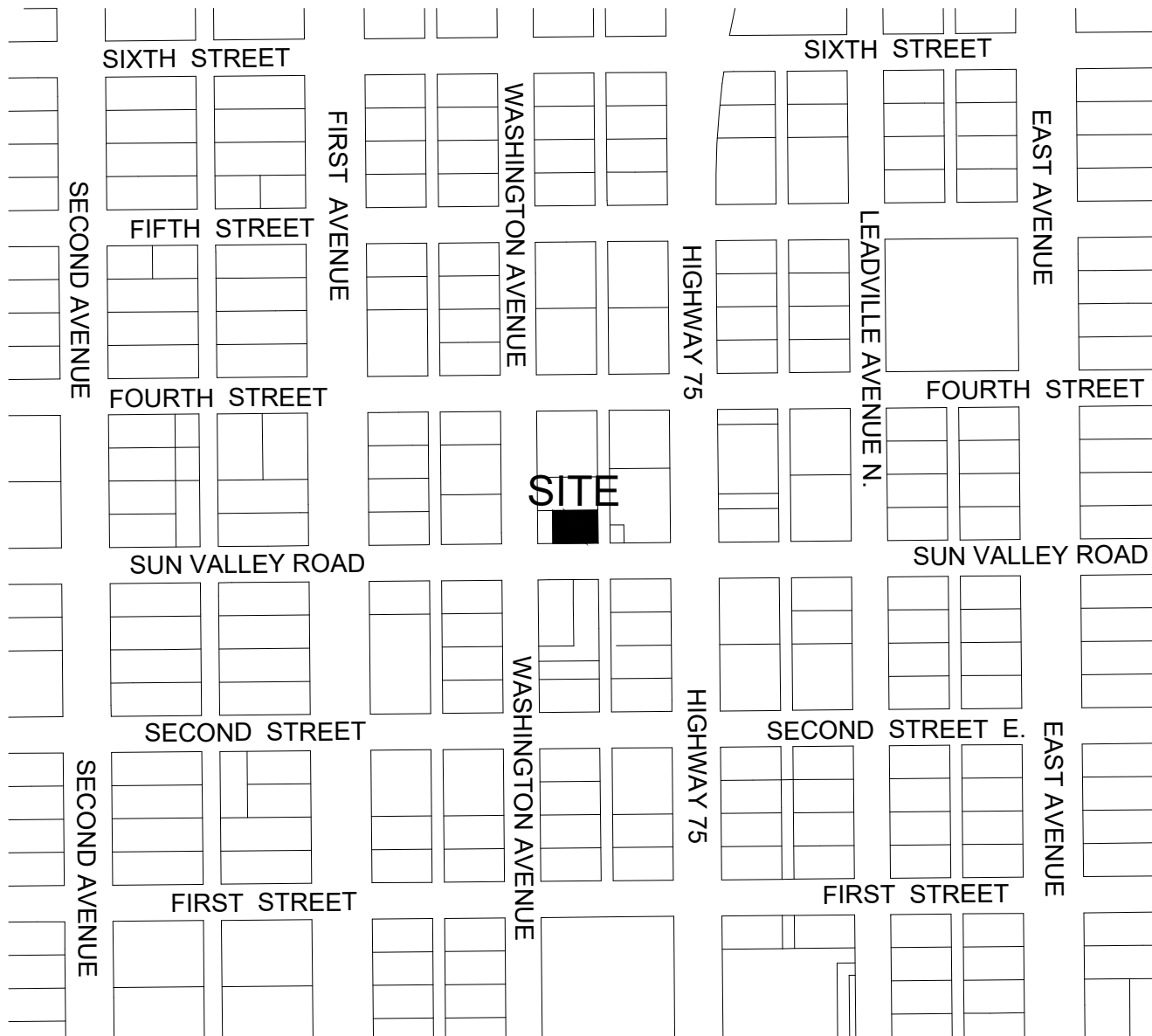
FIRST FLOOR



SECOND FLOOR



ROOF LEVEL



VICINITY MAP
Not to Scale

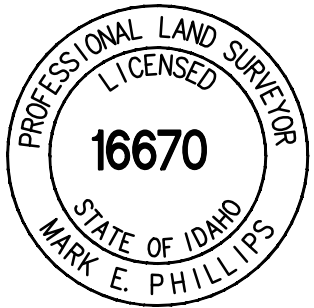
LEGEND

—————	Property Boundary
—————	Building Outline at Ground Level
—————	Unit Outline
—————	Unit Tie
-----	Ceiling Elevation Change
ME	Mechanical Area
CE	Ceiling Elevation
FE	Floor Elevation
S	Storage

FLOOR PLAN NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
2. HORIZONTAL PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
3. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
4. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
5. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
6. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
7. 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.
8. NO GARAGE MAY BE CONDOMINIUMIZED OR SOLD SEPARATE FROM THE ASSOCIATED RESIDENTIAL UNITS.

**SEE SHEET 1 FOR LOT DIMENSIONS,
G.I.S. TIES AND ADDITIONAL NOTES**



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

231 SUN VALLEY ROAD CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 3

JOB NO. 7534
KETCHUM FILE NO. P22-017

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

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

East 75’ of Lot 8, Block 17, Ketchum Townsite

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. I do hereby certify that all units within this condominium plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

McIntosh Holdings, LLC, An Idaho Limited Liability Company

BY: Leonard H. McIntosh, Manager

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this_____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared Leonard H. McIntosh, 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 _____

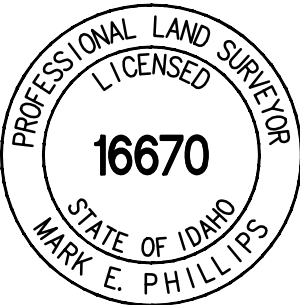
PROJECT ENGINEER’S CERTIFICATE

I, the undersigned, project engineer for a Replat of Lot 2 Gem Street Subdivision, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Sean M Flynn, PE 12497, Galena Engineering, INC

SURVEYOR’S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55–1601 through 55–1612.



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

BLAINE COUNTY SURVEYOR’S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2022, this plat was duly accepted and approved.

Tara Fenwick, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, City of Ketchum

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50–1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER’S CERTIFICATE

231 SUN VALLEY ROAD CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 3 OF 3
JOB NO. 7534
KETCHUM FILE NO. P22–017

ATTACHMENT C:

**Draft City Council Findings of
Fact, Conclusions of Law, and
Decision**



**City of Ketchum
Planning & Building**

IN RE:)	
)	
231 Sun Valley Rd Condos)	KETCHUM CITY COUNCIL
Condominium Subdivision – Final Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 23, 2022)	DECISION
)	
File Number: 22-017)	

PROJECT:	231 Sun Valley Rd Condos
APPLICATION TYPE:	Condominium Subdivision – Final Plat
FILE NUMBER:	P22-017
ASSOCIATED APPLICATIONS:	Design Review (P17-004) Building Permit (B17-066) Condominium Subdivision Preliminary Plat (P18-050) Condominium Subdivision Preliminary Plat (P21-075)
REPRESENTATIVE:	Sean Flynn, Galena Engineering (engineer)
OWNER:	McIntosh Holdings, LLC
LOCATION:	231 E Sun Valley Rd – E 75 feet of Lot 8, Block 17, Ketchum Townsite
ZONING:	Community Core – Subdistrict 2 – Mixed Use (CC-2)
OVERLAY:	None

RECORD OF PROCEEDINGS

Following approval of the preliminary plat on February 22, 2022, the City of Ketchum received the final plat application on March 21, 2022. The application was deemed complete on April 14, 2022, and comments on the final plat were provided to the applicant. All department comments have been addressed by the applicant during review. No outstanding issues remain and all conditions of approval for the preliminary plat are met with the proposed final plat.

The City Council considered the application for the 231 Sun Valley Rd Condos Condominium Subdivision Final Plat (Application No. P22-017) at a special meeting on May 23, 2022. After considering Staff's analysis, the

applicant's presentation, and public comment, the Council unanimously approved the 231 Sun Valley Rd Condos Condominium Final Plat application.

BACKGROUND

The Applicant is proposing to subdivide an existing 4,928 square foot two story building located at 231 E Sun Valley Rd (the "subject property"). The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) on Sun Valley Rd directly southwest of TNT Tap Room, across the alley. The existing building includes one commercial space on the ground floor, currently occupied by "The Mill". In addition, the building includes one residential dwelling unit with square footage on the first and second floors, and a rooftop deck with access via stairs.

The first design review approval on the subject property was in 2015 for a 7,826 square foot mixed use building with commercial on the ground floor and two residential units above. That approval expired in 2016 as no requests for extensions were made. The existing building received Design Review approval (P17-004) on May 8, 2017. The approved, and constructed project is a 4,928 square foot two unit building with one commercial unit on the ground floor and one residential unit on the ground and second floors. Per the staff report for the Planning and Zoning Commission (the "Commission") hearing, the preapplication requirement was waived for the project. The proposed building was constructed in 2017/2018 and received a certificate of occupancy in August 2018. During construction, a condominium subdivision preliminary plat application was processed and approved on May 14, 2018. The final plat was never filed, therefore the preliminary plat application expired, and the building was never subdivided for individual unit sale.

The applicant resubmitted the condominium preliminary plat application to the City of Ketchum on August 18, 2021. The Planning and Zoning Commission held a public hearing on the preliminary plat application on February 15, 2022 and recommended approval to City Council. City Council approved the preliminary plat on February 22, 2022.

FINDINGS OF FACT

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

FINDINGS REGARDING CONFORMANCE WITH APPROVED PRELIMINARY PLAT

The subdivision preliminary plat was approved by the Ketchum City Council on February 22, 2022 with three conditions of approval. Below is an overview of the conditions and how the project is in conformance with each:

Condition #1: Prior to approval of the Final Plat application for the Sun Valley Rd Condos, an inspection shall be conducted by the City of Ketchum Fire Marshall to verify installation of all required life safety items for all areas of the building. If at the time of inspection, all required items are not installed, the Final Plat application will not proceed to the approval stage until all items are installed and verified by the City of Ketchum Fire Marshall.

- The City of Ketchum Fire Marshall conducted an inspection of the property the week of April 25th 2022. City planning staff received confirmation from the Fire Marshall that all life safety items have been installed satisfactorily. This condition has been met.

Condition #2: The preliminary plat application is subject to all conditions of approval for Design Review application P17-004.

- This condition is still applicable as the Design Review permit is still active and valid for the project. The final plat approval carries this condition forward as condition #1, ensuring that all subdivision applications are subject to all applicable conditions of approval for Design Review P17-004.

Condition #3: Failure to record a Final Plat within two (2) years of Council's approval of a preliminary plat shall cause the Preliminary Plat to be null and void.

- The final plat application has been filed within the two-year requirement. Subsequently, condition #2 of the final plat requires that the final plat be recorded with one year of Council's approval of the final plat, which is also within the two-year period from preliminary plat approval.

FINDINGS REGARDING COMPLIANCE WITH FINAL PLAT SUBDIVISION REQUIREMENTS

Final Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.	
			<i>Findings</i>	The City Engineer verified that the final plat includes this element, as shown on Sheets 1 and 2 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 preliminary plat are included on the final plat. The property is not within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.	
<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 the Bigfish Condominiums and multiple Ketchum Townsite 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 and widths are shown for East Sun Valley Road and Main Street/Highway 75.	
<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 notates the recording number for the Idaho Power Easement for reference in addition to plat note #7 on page 2.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Findings</i>	As shown on Sheet 1, there is only one block for the subdivision which is identified in the legal description.
<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 or required for the subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Findings</i>	As shown on Sheet 1, 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 designates East Sun Valley Road and Main Street/Highway 75, which are the only existing streets. No additional streets are being created or dedicated. The plat also notates the alley, which is city right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	Plat note 2 on Sheet 1 and note 4 on sheet 2 reference the condominium declarations.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Findings</i>	Sheet 3 of the final plat includes a Surveyor Certificate and a Project Engineer 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, dated May 4, 2021, 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 3 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 engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	Sheet 3 includes a Project Engineer Certificate.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	Sheet 3 includes a City Engineer Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	Sheet 3 includes a City Clerk Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	The plat notes shown on Sheet 1 cover all requirements of the preliminary plat, any restrictive plat notes from the previous subdivision. Sheet 1 also includes the Health Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	All improvements were reviewed and approved at the time of building permit issuance and have been completed and accepted by the City of Ketchum. No additional approvals are required at this time.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	All improvements were reviewed and approved at the time of building permit issuance and have been completed and accepted by the City of Ketchum. No additional approvals are required at this time.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as

				built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	All improvements were reviewed and approved at the time of building permit issuance and have been completed and accepted by the City of Ketchum. No additional approvals are required at this time.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	Per plat note 1 on Sheet 1, all monuments have been found and placed per these requirements.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Condominium Final Plat application for the development and use of the project site.
2. The Council has authority to review and approve the applicant's Condominium Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Condominium Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The 231 Sun Valley Rd Condominium Subdivision Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Council **approves** this Condominium Final Plat Application File No. P22-017 this Monday, May 23, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. This Final Plat application is subject to all conditions of approval for Design Review application P17-004.
2. Failure to record the Final Plat within one year of Council's approval of the Final Plat shall cause the Final Plat to be null and void.

Findings of Fact **adopted** this 23rd day of May 2022.

Neil Bradshaw, Mayor
City of Ketchum, City Council



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF MAY 23, 2022

PROJECT: Gem Street Subdivision Replat

FILE NUMBER: P21-101

APPLICATION TYPE: Subdivision – Preliminary Plat

REPRESENTATIVE: Sean Flynn, Galena Engineering (engineer)

PROPERTY OWNER: Christopher Brown

REQUEST: A subdivision of Lot 1, Block 1 of the Gem Street Subdivision into two separate lots at 131 Topaz in the Limited Residential zone district.

LOCATION: 131 Topaz Street – (Lot 1, Gem Street Subdivision)

ZONING: Limited Residential (LR)

REVIEWER: Adam Crutcher – Associate Planner

Mayor Bradshaw and City Councilors:

Recommendation to Approve the 131 Topaz Street Subdivision Preliminary Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Preliminary Plat and adopt the Findings of Fact, Conclusions of Law, and Decision for a subdivision submitted by Sean Flynn, PE, of Galena Engineering on behalf of the property owner, Christopher Brown. The request is a subdivision of Lot 1, Block 1 of the Gem Stree Subdivision into two separate lots at 131 Topaz Street in the Limited Residential (LR) zone district.

Recommended Motion: “I move to approve the 131 Topaz Street subdivision preliminary plat application, as conditioned, and adopt the findings of fact, conclusions of law, and decision, as it conforms to all applicable subdivision regulations for a preliminary plat.”

The reasons for recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission reviewed the application and unanimously voted to recommend approval, as conditioned, on May 10, 2022.
- All city departments have reviewed the proposal and have no issue with the proposed subdivision.

Introduction and History

The subject property was part of a subdivision, Gem Street Subdivision, which occurred in November 2020. 131 Topaz received a waiver as part of the subdivision to become a double-frontage lot. Staff supported this waiver as it allowed for sufficient right-of-way dedication on both Topaz and Emerald Streets, which helped accommodate city services, such as snow plowing. The subject property had frontage on portions of Emerald Street and Topaz Street, both of which were absent of city-owned right-of-way, meaning traversing both streets was crossing private property. The subdivision saw dedicating right-of-way 15' in width along Topaz Street and 10' in width along Emerald Street. As both Topaz and Emerald Streets do not meet city standards and will remain substandard, even with the dedication of right-of-way, the property boundaries for the parcel included 5' snow storage easements on the street-fronting sides. The snow storage easements are to remain free and clear.

The Applicant is proposing to subdivide Lot 1 of the Gem Street Subdivision, located at 131 Topaz Street (the "subject property") into two lots (the "project"). The subject property is zoned Limited Residential (LR) and is currently a vacant lot. Currently, the subject property is a double frontage lot, fronting both Emerald and Topaz St. The proposed subdivision divides the subject property horizontally to create two lots, one fronting Topaz St and the other fronting Emerald St. See Attachment B for the preliminary plat illustrating the proposed subdivision.

As the application is the subdivision of an existing lot within the Gem Street Subdivision, not all development and improvements standards apply to the application. See Section III in the staff report and Attachment C for a full review of applicable standards.

The new lot meets all dimensional standards required in the LR zone district and does not create any nonconformities. See Section III in the staff report for a full review of dimensional standards.

The proposed subdivision also meets the intent of the goals and policies of the comprehensive plan and is in conformance with the Future Land Use Map designation for the property. See Section III in the staff report for a full analysis of goals, policies, and land use designation.

Staff believes the project to be in conformance with all requirements of the zoning code, all standards related to design review, and all subdivision requirements for preliminary plats.

Analysis

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.040 – *Development and Design*. Title 16 of the KMC outline, subdivisions of land and required improvements shall be in conformance with the city's comprehensive plan and that lots created through the subdivision process meet the dimensional standards for the applicable zone district as outlined in Title 17.

As outlined in the proposed Findings of Fact (Attachments C), staff and the Planning and Zoning Commission believe the application conforms to the 2014 Ketchum Comprehensive Plan as it forwards the goals and policies in Chapter 3: Housing, Chapter 4: Community Design and Neighborhoods, and Chapter 9: Public Safety and Utilities that relate to the proposed application. Additionally, the application conforms to the "Low Density Residential" designation of the property on the Future Land Use Map (FLUM) within the plan.

As outline in Attachment C, the proposed application meets all the dimensional standards in the LR zone district including lot area, minimum lot width, and building setback lines.

Please see Attachment C for the review of all subdivision requirements and standards. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

- The standard applies to the creation of new subdivisions or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage infrastructure.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is a preliminary plat.

Emerald Street is classified as a residential street, requiring a minimum right-of-way of 60 feet. Emerald Street, unlike some streets in the Gem Street Neighborhood, has partial designated right-of-way. However, the right-of-way is minimal. A majority of the Emerald St right-of-way along the subject property is 25ft. The subdivision regulations require that all streets meet the minimum standards as outlined in Chapter 12.04, however, this pertains to the creation of new subdivisions and the construction of new streets. The original Gem Street Subdivision, approved in November 2020, dedicated the 10 feet of right-of-way adjacent to the subject property. Additional right-of-way dedication to achieve a consistent 25 feet must come from the adjacent property to the north if or when it develops in the future. The goal for this application is to meet or exceed the minimum width and improvements required for efficient maintenance (primarily snow removal) and emergency service access. The following items are required to achieve this:

- 5-foot Snow storage and utility easement along Emerald Street
- Widening of pavement within the right of way to a consistent 20 feet from the western property boundary to the eastern property boundary

Plat note #3 of the original Gem Street Subdivision noted that existing fences within the snow storage easement were allowed to remain until their respective lots are developed. This subdivision application is considered a “development”, therefore, the fences along Emerald Street on the subject property must be removed prior to approval of the final plat. Staff recommends condition of approval #2 to address this item.

Conclusion

Staff believes the proposed preliminary plat, as conditioned, meets the intent of the comprehensive plan, meets all applicable zoning requirements, and meets all applicable subdivision requirements and standards for a preliminary plat.

Staff recommends **approval** of the subdivision Preliminary Plat application subject to the following conditions:

1. Prior to construction of required improvements, construction plans for proposed improvements to Emerald Street shall be reviewed and approved by the City Engineer.
2. All fences located within snow storage easements must either be relocated or removed entirely and verified by a member of the City of Ketchum Planning staff, prior to approval of the Final Plat.
3. All right-of-way improvements shall be completed and accepted by the City of Ketchum City Engineer prior to approval of the Final Plat.
4. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Sustainability

The proposed preliminary plat does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan-2020.

Financial Impact

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

ATTACHMENTS:

- A. Application Materials – Application and supplemental materials
- B. Application Materials – Preliminary Plat Plan Set
- C. Draft City Council Findings of Fact, Conclusions of Law, and Decision

Attachment A:

Application



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
Application Number:
Date Received:
By:
Fee Paid:
Approved Date:
By:

Preliminary Plat
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: Replat of Lot 1, Gem Street Subdivision			
Owner of Record: Christopher C. Brown			
Address of Owner: 287 Hyalite View Dr., Bozeman, MT 59718			
Representative of Owner: Sean Flynn / Galena Engineering			
Legal Description: Lot 1, Block 1, Gem Street Subdivision			
Street Address: 131 Topaz Street			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 18,851 Sq. Ft.			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: None			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
None			
Briefly describe the improvements to be installed prior to final plat approval:			
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 tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Sean Flynn

Sean Flynn / Galena Engineering

11/18/2021

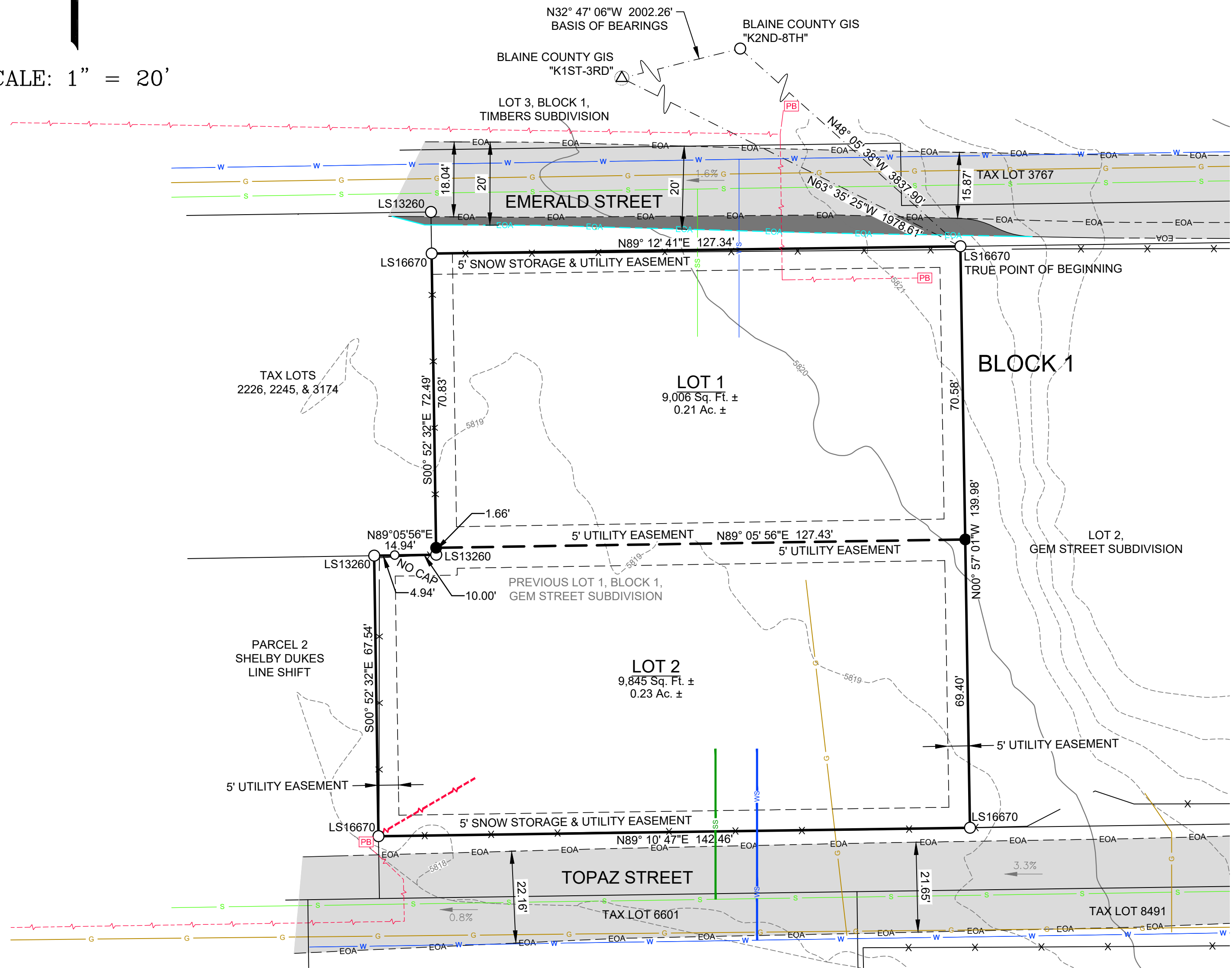
Applicant Signature

Date

Attachment B: Preliminary Plat

A PLAT SHOWING
REPLAT OF LOT 1, GEM STREET SUBDIVISION
WHEREIN LOT 1, BLOCK 1, GEM STREET SUBDIVISION IS SUBDIVIDED AS SHOWN HEREON
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
APRIL 2022

SCALE: 1" = 20'



LEGEND

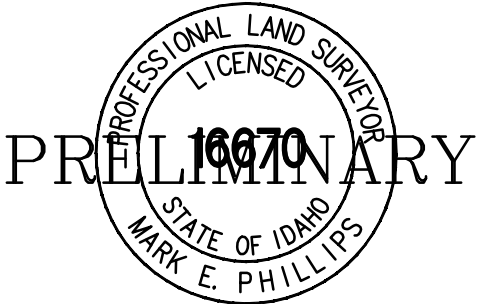
- Property Line
- Proposed Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Easement, Type & Width as Shown
- Fence Line
- GIS Tie Line
- Existing Edge of Asphalt Line
- Proposed Edge of Asphalt Line
- Existing Sewer Main
- Existing Sewer Service
- Proposed 4" Sewer Service
- Existing Water Main
- Existing Water Service
- Proposed 3/4" Water Service
- Existing Gas Line
- Existing Buried Powerline
- Proposed Buried Powerline
- Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar, P.L.S. 16670
- Existing Asphalt
- Proposed Asphalt
- 5' Contour Interval
- 1' Contour Interval
- Existing Power Transformer
- Approximate Existing Drainage Direction and Grade

SURVEY NARRATIVE & NOTES

- The purpose of this survey is to subdivide Lot 1, Block 1, Gem Street Subdivision into Lots 1 & 2, Block 1, Replat of Lot 1, Gem Street Subdivision as shown hereon. The boundary shown is based on found monuments, and the Plat of Gem Street Subdivision, Instrument Number 675967, records of Blaine County, Idaho. All found monuments have been accepted.
- A Title Commitment has been issued by Sun Valley Title Company, File Number 21406768, with a Date of Guarantee of April 2, 2021. 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 title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- The current zoning is Limited Residential. Refer to the City of Ketchum Zoning Ordinance for more information about this zone.
- The owner and subdivider is Chris Brown, 287 Hyalite View Drive, Bozeman, MT 59718. The representative/surveyor is Mark Phillips, Galena Engineering, Inc., 317 N River St., Hailey, ID 83333.
- A 5' Utility Easement exists adjacent to all exterior lot lines and on either sides of all interior lot lines. All utilities to be installed underground.
- Parking of cars and other vehicles is prohibited along Emerald and Topaz Street within the City Right of Way, or within any asphalted areas of the Streets.
- A 5' snow storage easement, as shown hereon, is reserved for use by the City of Ketchum for the placement of snow removed from public rights-of-way.

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



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

REPLAT OF LOT 1,
GEM STREET SUBDIVISION
GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2
Job No. 8170

CERTIFICATE OF OWNERSHIP

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

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

LOT 1, BLOCK 1, GEM STREET 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 all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

Christopher C. Brown

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this_____ day of_____ 2022, before me, a Notary Public in and for said State, personally appeared Christopher C. Brown, known or identified 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 in this certificate first above written.

Notary Public in and for said State
Residing in _____
My Commission Expires _____

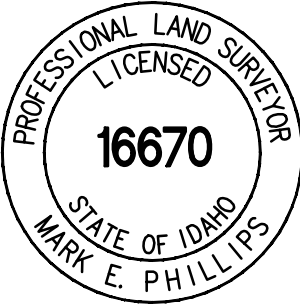
PROJECT ENGINEER’S CERTIFICATE

I, the undersigned, project engineer for a Replat of Lot 2 Gem Street Subdivision, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Sean M Flynn, PE 12497, Galena Engineering, INC

SURVEYOR’S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55–1601 through 55–1612.



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

BLAINE COUNTY SURVEYOR’S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2022, this plat was duly accepted and approved.

Tara Fenwick, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, City of Ketchum

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50–1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER’S CERTIFICATE

REPLAT OF LOT 1, GEM
STREET SUBDIVISION

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 2
Job No. 8170

Attachment C:

Findings of Fact, Conclusions of Law, and
Decision



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Gem Street Subdivision Replat)	KETCHUM CITY COUNCIL
Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 23, 2022)	DECISION
)	
File Number: 21-101)	

PROJECT: Gem Street Subdivision Replat

APPLICATION TYPE: Subdivision – Preliminary Plat

FILE NUMBER: P21-101

ASSOCIATED APPLICATIONS: None

REPRESENTATIVE: Sean Flynn, Galena Engineering (Engineer)

OWNER: Christopher Brown

LOCATION: 131 Topaz (Lot 1, Block 1 – Gem Street Subdivision)

ZONING: Limited Residential (LR)

OVERLAY: None

Record of Proceedings

A public hearing notice for the project was mailed to all owners of the property within 300 feet of the project site and all political subdivisions on April 20, 2022. The public hearing notice was published in the Idaho Mountain Express and the city’s website on April 20, 2022. A notice was posted on the project site on April 20, 2022.

The Planning & Zoning Commission (the “Commission”) considered the Subdivision Preliminary Plat application (Application File No. P21-101) during the regular meeting on May 10, 2022. After considering Staff’s analysis the Commission voted to recommend approval of the subdivision Preliminary Plat application to the City Council with a vote of 3 to 0.

Background

The Applicant is proposing to subdivide Lot 1 of the Gem Street Subdivision, located at 131 Topaz Street (the “subject property”) into two lots (the “project”). The subject property is zoned Limited

Residential (LR) and is currently vacant. The project proposes to create a 9,006 square foot lot fronting Emerald St and a 9,845 square foot lot fronting Topaz St.

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, Conclusion of Law, and Decision as follows:

Findings Regarding Conformance with the Comprehensive Plan

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city.

Specifically, the plan includes goals and policies in Chapter 3: Housing, Chapter 4: Community Design and Neighborhoods, and Chapter 9: Public Safety and Utilities that relate to the proposed application.

- Housing Goal H-1: Ketchum will increase its supply of homes, including rental and special-needs housing for low, moderate, and median-income households.
 - Although the city cannot require the future owner or development of the proposed lot be targeted for a certain type of household or income category, the addition of a lot provides an opportunity to construct one additional dwelling unit and one additional accessory dwelling unit than exists today. Policy H-1.3 of this goal discusses the desire to integrate affordable housing into neighborhoods. Additionally, Policy H-1.5 states that “the community will continue to support and encourage construction of accessory dwelling units within residential areas to provide affordable housing.” The approval of the proposed application assists in achieving these goals.
- Community Design and Neighborhoods Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
 - Policy CD-1.3 discusses infill and redevelopment projects. The policy emphasizes the importance of contextually appropriate projects. Specifically, projects should consider natural and manmade features adjoining a development site, not a certain style. In contrast to that, the plan also states that each neighborhood or district should include a mix of design elements that will reinforce its unique design (Policy CD-1.1). The subject property is located within the Gem Street Neighborhood, one of the oldest and least modified neighborhoods in the community. Many of the lots are large with smaller footprint log cabin or A-frame residential dwelling units. Some properties include a detached garage in addition to the primary dwelling unit. The subject property is one of the larger lots in the Gem Street Neighborhood, equivalent to almost two of the properties found to the south and west. As the application is a request to create one additional lot, not multiple lots, the perceived impact of the subdivision may be less.
 - Subdivision of property often results in the construction of new homes, sometimes reflective of current architectural trends or styles that may contradict the unique design of the neighborhood as it sits today. Although the lot sizes may be like the surrounding

neighborhood, design of the future structure may differ. Design review is not required for single family dwelling units.

- Public Safety and Utilities Goal PDU-3: Provide safety related capital improvements in conjunction with new development.
 - Policy PSU-3.2 outlines that infill development and redevelopment should be encouraged where excess utility capacity is available. Policy PSU-1.1 discusses that the city will continue to provide high-quality police and emergency services. The Gem Streets are a neighborhood where providing street maintenance and emergency services is very challenging. Most areas do not have dedicated public right-of-way and where right-of-way exists, it is substandard in width and level of improvements. Public improvements required for redevelopment of property is one of the few ways the city can offer greater levels of service to the neighborhood through right-of-way dedications and physical improvements to streets and drainage.
- Future Land Use Map (FLUM)
 - The FLUM designates the subject property as “Low Density Residential”. Primary uses for this land use designation include “Single-family and duplex residences and accessory units.” The plan also states that “the average density of a residential area in this category is not to exceed about five units per acre.” A density of five units per acre equates to approximately one primary dwelling unit per 8,700 square feet of land. The new lots are 9,006 square feet and 9,845 square feet. Accessory dwelling units are not counted in density calculations as they are considered accessory and optional.

Although the subdivision of the property may result in new development with a different design than exists today, the request to subdivide the property is in conformance with the FLUM and forwards many policies aimed at housing and public safety.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on December 10, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	The subdivision application was deemed complete on April 14, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.

			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the application is a replat of Lot 1 of the existing Gem Street Subdivision. As this is a subdivision of an existing lot, the subdivision name remains the same.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is Christopher Brown. The plat was prepared by Mark Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 2 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining tax lots to the west and adjoining subdivisions, Shelby Dukes, Timbers and Gem Street Subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 indicates the snow storage easement along both Topaz and Emerald St as well as a utility easement along all property lines.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #3 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	No new streets or blocks are proposed for the project; however, Sheet 1 of the preliminary plat includes names and dimensions of all existing right-of-way for Emerald Street to the north and Topaz Street to the south. Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed lots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	Sheet 1 shows the water and sewer lines to serve both lots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.

			Findings	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Findings	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	This standard does not apply as no addition tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Findings	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Findings	Sheet 1 of the preliminary plat shows the surrounding streets. There are no collector streets within this are of the Gem Street Neighborhood as the streets are dead ends. Highway 75 is the closest arterial, located just west of the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Findings	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Findings	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			Findings	As shown on Sheet 1 of the preliminary plat, the area of Lot 1 is 9,006 square feet and the area of Lot 2 is 9,845 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			Findings	As verified by a site visit with city staff, the subject property is mostly open grass with a few small shrubs scattered across the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Findings	The applicant provided a title commitment issued by Stewart Title dated April 02, 2021 and a warranty deed recorded on April 02, 2021 with the Blaine County Clerk and Recorder.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. As outlined in condition of approval #3, all right-of-way improvements are required prior to approval of the Final Plat. The subject property does not include any watercourses, rock outcroppings, significant shrub masses or historic areas. At this time, a development proposal has not been submitted for the future use of the property. All future development plans must comply with all applicable provisions of Title 17, including KMC 17.124.170 – Minimum standards for one-family dwellings.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Compliance with this standard will be required for Final Plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	As noted in condition of approval #3, all required improvements must be complete prior to approval of the Final Plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within

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

				<p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the LR zone district. The minimum lot size is 9,000 square feet. Lot 1 and Lot 2 are 9,006 square feet and 9,845 square feet. Future development of both lots must comply with setback requirements in the LR zone district. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets 3. The subject property is not a corner lot. 4. Both Lots 1 and 2 are within 20 degrees to a right angle to the street lot line along Emerald and Topaz Street. 5. The subject property is not a double frontage lot. The current lot is an existing double frontage lot that was previously approved as part of the original Gem Street Subdivision in November 2020. 6. Both lots have a minimum of 20 feet of frontage on Emerald Street or Topaz Street. Lot 1 has 127.34 feet of frontage on Topaz Street and Lot 2 has 142.46 feet of frontage on Emerald Street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;

			<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>
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			<p>Emerald Street is classified as a residential street, requiring a minimum right-of-way of 60 feet. Emerald Street, unlike some streets in the Gem Street Neighborhood, has a designated right-of-way. However, the right-of-way is minimal. A majority of the Emerald St right-of-way along the subject property is 25 ft except for a portion on the eastern edge of the property where the right-of-way reduces to 10ft. The subdivision regulations require that all streets meet the minimum standards as outlined in Chapter 12.04, however, this pertains to the creation of new subdivisions and the construction of new streets. The original Gem Street Subdivision, approved in November 2020, dedicated the 10 feet of Emerald St right-of-way adjacent to the subject property. Additional right-of-way dedication to achieve a consistent 25 feet must come from the adjacent property to the north if or when it develops in the future. The goal for this application is to meet or exceed the minimum width and improvements required for efficient maintenance (primarily snow removal) and emergency service access. The following items are required to achieve this:</p> <ul style="list-style-type: none"> • 5-foot Snow storage and utility easement along Emerald & Topaz Street • Widening of pavement within the right of way to a consistent 20 feet from the western property boundary to the eastern property boundary <p>Topaz Street is also classified as a residential street and received 15 feet of dedicated right-of-way along the subject property as part of the 2020 Gem Street Subdivision. The subject property and adjacent property to the east are the only properties along Topaz St to have provided right-of-way dedication. Additional</p>

				right-of-way dedication to achieve a consistent width must come from the adjacent properties to the south and west, if or when the develop in the future. Topaz St has sufficient pavement width and will not require any additional widening.
<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.
			<i>Findings</i>	This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>

			<i>Findings</i>	<p>As shown on Sheet 1 of the preliminary plat, Lot 1 and Lot 2 include a 5-foot snow storage and utility easement. Both lots include 5-foot utility easements along all property boundaries.</p> <p>Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. Lot 1 is connected to the City of Ketchum sewer system main located in Emerald St. Lot 2 will be connected to the City of Ketchum sewer system main located in Topaz St.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. Lot 1 is connected to the City of Ketchum water system main located in Emerald Street. Lot 2 will be connected to the City of Ketchum water system main located in Topaz Street.</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>
			<i>Findings</i>	<p>This standard does not apply</p>

<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 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
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				cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for development on both Lot 1 and Lot 2 must meet all requirements of Title 17 – Zoning Regulations and Title 15 – Buildings and Construction.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Findings</i>	The subject property is mostly flat, with existing drainage operating adequately to manage surface water on site. Drainage of stormwater from the right-of-way and proposed improvements have been verified by the City Engineer. Prior to start of construction of right-of-way improvements, construction drawings shall be reviewed and approved by the City Engineer as outlined in condition of approval #1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, new utilities will be installed underground. Utility locations will be reviewed and verified at the time of building permit application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed subdivision does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this

reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the project site.

2. The Commission has authority to review and recommend approval of the applicant's Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Gem Street Replat Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Preliminary Plat Application File No. P21-101 this Monday, May 23, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Prior to construction of required improvements, construction plans for proposed improvements to Emerald Street shall be reviewed and approved by the City Engineer.
2. All fences located within snow storage easements must either be relocated or removed entirely and verified by a member of the City of Ketchum Planning staff, prior to approval of the Final Plat.
3. All right-of-way improvements shall be completed and accepted by the City of Ketchum City Engineer prior to approval of the Final Plat.
4. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 23rd day of May 2022.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

May 23, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Extend Independent Contractor Agreement #22038 with Carissa Connelly

Recommendation and Summary

Staff is recommending the City Council approve an extension (up to 400 hours) of Independent Contractor Agreement #22038 with Carissa Connelly for Community Housing Strategic Services. This contract will ensure a local resource serve as the project manager for the implementation of the Ketchum Housing Action Plan. It will also allow for the necessary time to finalize a coordination approach with Blaine County and the other valley cities. Should the transition to the new approach occur more quickly, this contract would be terminated.

"I move to approve the contract extension with Carissa Connelly to serve as the City Housing Strategist"

The reasons for the recommendation are as follows:

- Ms. Connelly possess the necessary knowledge and skills to execute the attached scope of work for the city.
- There is a strong need for a local project management resource to coordinate the implementation of the Ketchum Housing Action Plan.
- The city currently has adequate funds for this contract in the Strategic Initiatives Account

Introduction and History

Ms. Connelly was retained in November of 2021 to serve as the City's Housing Strategist focusing on the development of the Housing Action Plan. The plan has recently been adopted by the Council. The city has held several meetings with the county and other cities to discuss go-forward county housing coordination models. The Housing Authority held a recent strategic planning session and concluded that the new coordination approach is necessary.

Sustainability Impact

National best practice has demonstrated that an increase in supply of local workforce/community housing decreases the number of commuter trip generation and associated carbon footprint.

Financial Impact

This contract will be funded from Strategic Initiatives Account (\$620,899) which was largely funded via federal (ARPA) funds and local one-time funds.

Attachment:

1. Independent Contractor Agreement



City of Ketchum

**AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT #22038 FOR
CITY HOUSING STRATEGIST**

THIS AMENDMENT OF CONTRACT FOR SERVICES ("**First Amendment**") is entered into as of the__day of _____ 2022 by and between Carissa Connelly and the City of Ketchum, an Idaho municipal corporation (collectively, the "Parties")

This First Amendment hereby amends Independent Contractor Agreement #22038 to authorize an extension of the scope of work for up to an additional 400 hours of services at the same designated hourly rate, with a commensurate increase in the not to exceed amount of Provision 3 of the Agreement.

No other provisions of the Agreement are amended, and the remainder of the Agreement shall remain in full force and effect.

The Parties hereby approve and execute this First Amendment to the Agreement.

CITY OF KETCHUM

CARISSA CONNELLY

Neil Bradshaw, Mayor

Carissa Connelly

ATTEST:

Tara Fenwick
City Clerk



City of Ketchum

May 23, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #22096 with Brown and Caldwell for Professional Services Regarding Geothermal Analysis

Recommendation and Summary

In 2021, the City Council approved a Memorandum of Understanding (MOU) with the private parties (Natural Energy Resources) who own and operate the Guyer Hot Springs in the Warm Springs village area to evaluate future public-private expansion partnerships.

The MOU outlines that any due diligence costs will be split equally between parties. Staff engaged Brown and Caldwell who has a strong track record on working on similar geothermal projects in Idaho. The initial engagement was under the \$5,000 level; now both city staff and the private partners are recommending to proceed with a more in-depth analysis not to exceed \$29,325.

"I move to approve Purchase Order #22096 with Brown and Caldwell"

The reasons for the recommendation are as follows:

- The Council has set a specific timeline to achieve clean energy goals. Geothermal is a renewable and clean energy source.
- The proposed scope of work will analyze the potential for (1) energy creation and (2) a larger heating district for existing and future development within Warm Springs village
- The federal government has recently approved an infrastructure bill which contains a significant focus on clean energy/climate change. Potential public ownership of this asset increase likelihood to receive federal funds.

Introduction and History

Over the last several months, staff has held meetings with the owners of Guyer Hot Springs System. The system is currently serving several private homes along Warm Spring Road. Guyer Hot Springs was originally part of a resort facility which closed in 1929. The water source was later used to heat the Bald Mountain Hot Springs Lodge on Main Street.

Current due diligence activities associated with potential public uses of the hot water build upon previous efforts conducted in 2013 by ERO Resources and in 2007 by Idaho Department of Water Resources.

Sustainability Impact

Geothermal is a proven clean energy resource for many communities. The due diligence period will allow for a greater analysis of direct heating opportunities versus electrical generation.

Financial Requirement/Impact

The MOU outlines that each party will bear their own costs associated with due diligence activities such as consulting resources. The FY22 budget allocated \$50,000 for sustainability infrastructure. To date, only \$6,000 has been utilized.

Attachments

Scope of Work

Purchase Order #22096



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: 22096

To: 5779 BROWN AND CALDWELL PO BOX 45208 SAN FRANCISCO CA 94145	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/19/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	KETCHUM GUYER GEOTHERMAL EVA 03-4193-7607	29,325.00	29,325.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		29,325.00

Authorized Signature

1290 W Myrtle St
Suite 340
Boise, ID 83702

T: 208.389.7700

May 5.2022



Letter Amendment

Mr. Jade Riley
City of Ketchum, City Administrator
P.O. Box 2315
480 East Ave. N.
Ketchum, ID 83340

Subject: City of Ketchum – Guyer Hot Springs Geothermal Evaluation Services –
Amendment for Anticipated/If-Authorized Task Approval

Dear: Mr. Riley,

Brown and Caldwell (BC) is pleased to present this amendment to authorize additional preliminary engineering evaluation tasks for the Guyer Hot Springs geothermal heating evaluation. These Anticipated/If-Authorized tasks were identified in the Letter Agreement signed January 20, 2022 and have been updated for this amendment (Amendment 1) based on the initial data gathering and scope exploration tasks and discussion with project stakeholders. For convenience, this proposal is presented in a form that can be accepted and signed as an amendment to the current agreement between Brown and Caldwell and City of Ketchum.

Scope of Services

The following scope of services details the activities associated with the geothermal heating evaluation.

1. **Project Management.** This task includes technical and financial management of the contract and includes budget associated with meetings.
 - a. Bi-weekly progress conference call with City PM, as requested or needed by the City.
 - b. Monthly progress reports and invoices will be provided
2. **Evaluate Hot Water Source Collection System**
 - a. Evaluate the existing hot water collection system and document quantity of hot water that is not captured (that instead discharges directly to Warm Springs Creek).
 - b. Evaluate alternatives to capture the additional hot water and consider the impact of the additional hot water quantity in the geothermal heating concepts evaluation.
 - c. Provide Class 5 cost estimate for the preferred alternative for hot water collection system modification/improvement.

3. Evaluate Geothermal Heating Concepts

- a. Evaluate the amount of usable heat from the existing hot spring collection/capture system, assuming current flow rates and with additional improvements to the hot water collection system.
- b. Evaluate up to three conceptual alternatives for hot water end uses. Assumed alternatives are on-site electrical generation, direct space heating within existing hot water pipe routing, and on-site geothermal spa/pool amenities.
- c. Provide feasibility-level, AACE Class 5 cost estimates for each conceptual alternative.
- d. Provide preliminary operations and maintenance costs and considerations and qualitative discussion of risks and benefits for each alternative.

4. Technical Memorandum

- a. Document the evaluation and findings in a draft technical memorandum

Assumptions

1. BC will not independently verify the existing Guyer water rights, but will rely upon the water rights information supplied in previous reports supplied by the City.
2. City will provide any current data on the collection system flow rate and temperature.
3. BC will not independently verify the existing collection system flow rate or the quantity of hot water that is not captured in the collections system, but will rely upon the data provided in previous reports to develop an assumption for the most likely range of flows.
4. The City will coordinate review of the draft Technical Memorandum from all applicable stakeholders/City departments and provide one set of consolidated comments to BC.
5. BC will not perform any commercial planning of geothermal spa/pool facilities/developments, but will confirm the heating capacity available and heat recovery configuration(s) applicable to such facilities. BC will rely upon information provided by the City for the spa facility concepts and development costs.
6. Funding source evaluation and permitting assessment are not included in the amendment scope but are anticipated to be potential follow-on tasks that would be approved in a subsequent amendment.

Compensation

Compensation for services shall be on a time-and-expense basis. Direct expenses and subcontractor services shall be computed as described in the agreement signed on January 20, 2022. The requested amount for the scope of services described in this Amendment 1 is \$24,330. This brings the total contract value to \$29,325.

Schedule

The work defined herein shall begin not more than 10 calendar days after Brown and Caldwell receives the signed copy of this letter agreement from you. The estimated time for completion is within 12 calendar weeks thereafter.

Terms and Conditions

This amendment will adhere to the terms and conditions in the agreement dated January 20, 2022.

We look forward to the opportunity to perform the work for you. Please call if you have questions.

Very truly yours,

Brown and Caldwell,
a California Corporation



Christopher Cleveland, Sr. Vice President

The undersigned agrees to the Terms and Conditions of this Letter Agreement attached hereto.

City of Ketchum

Signature _____

Printed Name _____

Title _____

Date _____

Donnie Stallman, Project Manager

CJC:cc



City of Ketchum

May 23, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Access Easement Agreement with Church of Jesus Christ of Latter-Day Saints

Recommendation and Summary

Staff is recommending the Council approve the attached access easement agreement with the Church of Jesus Christ of Latter-Day Saints which will facilitate a new bike path connection from Sun Valley Road along Spruce Street to Fourth Street. The project would be completed as part of the current Sun Valley Road rehabilitation project.

"I move to approve the access easement with the Church of Jesus Christ of Latter-Day Saints in order to facilitate to a new bike path connection."

Introduction and History

This bike connection improvement (attached) was identified during the design phase of the Sun Valley Road rehabilitation project. Specifically, the city desires bicyclists to utilize the 4th Street corridor through the downtown core as opposed to Sun Valley Road. This new path connection reinforces that desired behavior.

Financial Impact

There is no cost associated with this access easement agreement other than the costs for Galena Engineering to complete the survey work and create legal description.

Attachments

- Visual of new path connection
- Access Easement Agreement

When Recorded, Mail To:

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

With A Copy To:

The Church of Jesus Christ of Latter-Day Saints
Attn.: _____
50 East North Temple, Suite _____
Salt Lake City, Utah 84150

(space above for Recorder's use only)

ACCESS EASEMENT AGREEMENT
[PN: 503-9029]

This ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made this ____ day of May, 2022, (the “**Effective Date**”) by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Grantor**”), and CITY OF KETCHUM, an Idaho body politic (“**Grantee**”). Grantor and Grantee are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

R E C I T A L S

A. Grantor is the owner of certain real property located in Ketchum, Blaine County, Idaho, more particularly described on Exhibit A (“**Grantor Property**”).

B. Grantee desires to obtain an access easement on, over, across, under and through certain portions of the Grantor Property more particularly described on Exhibit B and depicted on Exhibit C, attached hereto and incorporated herein by this reference (the “**Easement Area**”), for the purposes set forth in this Agreement.

C. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

1. Grant of Easement. Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive access easement (the “**Easement**”) on, over, and across the Easement Area for the purposes of providing pedestrian and bicycle access over and across the Easement Area and the right to construct improvements within the Easement that are reasonable and necessary for the Grantee's use (the “**Improvements**”).

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee's Agents**”) shall have the right to enter upon the Easement Area

solely for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area from existing roads and public walkways at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents. In the event Grantee needs to access the Easement Area to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Area and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

3. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

4. Right to Relocate. Grantor may, at Grantor's sole cost and expense, relocate the Easement, Easement Area, and the Improvements to any other location on the Grantor Property after providing Grantee with at least sixty (60) days' advance written notice describing the proposed location, provided that the relocated easement provides Grantee substantially the same access rights to and from the Grantee Property. Grantor will comply with all applicable ordinances, rules and regulations and all applicable state laws and regulations when performing the relocation. Following the relocation, the parties agree to execute and record an amendment to this Agreement identifying the new Easement Area and releasing those portions of the Grantor Property no longer required for the Easement.

5. Reservation by Grantor. Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement Area (or the surface of the Grantor Property above same). Grantee hereby understands and agrees that this Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted hereby.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain the Easement Area and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work

performed on the Grantor Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials other than the Improvements which it has caused to be placed upon the Grantor Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Grantor Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Grantor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving the Grantor Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

7. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

9. Hazardous Materials. Except for motor fuels used by vehicles and construction equipment, which may be used on the Easement Area in compliance with all applicable Hazardous Waste Laws (defined below), Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Easement Area. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Easement Area or Grantor Property. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

10. Sole Responsibility. Grantee assumes sole responsibility for any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused by gross negligence or willful misconduct of the Grantor.

11. Insurance.

11.1. **Grantee's Insurance.** Grantee will obtain, or cause its contractors to obtain, the following insurance and provide evidence thereof as described below prior to commencement of activities on or relative to the Easement Area: (i) Workers Compensation Insurance satisfying any statutory limits; (ii) Employers Liability Insurance with coverage and minimum limits of the greater of (a) bodily injury by accident (\$100,000.00 each accident); (b) bodily injury by disease (\$500,000 policy limit); and (c) bodily injury by disease (\$100,000 each employee); (iii) commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars (\$2,000,000.00) annual general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations annual aggregate. Grantee's liability insurance policy or policies shall include broad form contractual liability coverage.

11.2. **Evidence of Insurance.** Before commencement of any work on the Easement Area or entry upon the Grantor Property, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form or equivalent listing Grantor as a Certificate Holder and containing a cancellation clause of the certificate amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days prior written notice to the certificate holder names to the left." Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

12. Liens. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days of written notice to Grantee of the existence of such a lien. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

15.6. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

15.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

15.8. Counterparts. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2022, personally appeared before me _____, personally known to me to be an Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public for the State of Utah

[signature and acknowledgement to follow]

GRANTEE:

CITY OF KETCHUM,
an Idaho body politic

By: _____
Name: _____
Its: _____

STATE OF IDAHO)
 : ss
COUNTY OF BLAINE)

This instrument was ACKNOWLEDGED before me on the _____ day of _____,
2022 by _____, the _____ of CITY OF KETCHUM, an
Idaho body politic, on behalf of said company.

NOTARY PUBLIC

Residing at: _____

My commission expires _____.

EXHIBIT A

Legal Description of the Grantor Property

Lot 1A of LDS CHURCH SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 401725, records of Blaine County, Idaho, that resides within the City of Ketchum city limits.

EXHIBIT B

Legal Description of the Easement Area

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description for an Access Easement on Lot 1A, LDS Church Subdivision

Section 18, Township 4 North, Range 18 East Boise Meridian, City of Ketchum, Blaine County, Idaho

A legal description for a parcel of land situated within Lot 1A, LDS Church Subdivision, Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Commencing at the Southwest property corner of Lot 1A, LDS Church Subdivision, from which the property corner of said Lot 1A at the Right of Way intersection of Fourth Street and Spruce Street, lies N44°44'46"W, 209.53' distant, and said point being the TRUE POINT OF BEGINNING;

Thence N44°44'46"W, 39.77 feet, along the Easterly Right of Way of Spruce Street, to a point;

Thence 50.38 feet along a curve to the left, with a radius of 49.00 feet, a delta of 58°54'42", a tangent length of 27.67 feet, and a chord length of 48.19 feet that bears S81°44'18"E, to a point along the Northerly Right of Way of Sun Valley Road;

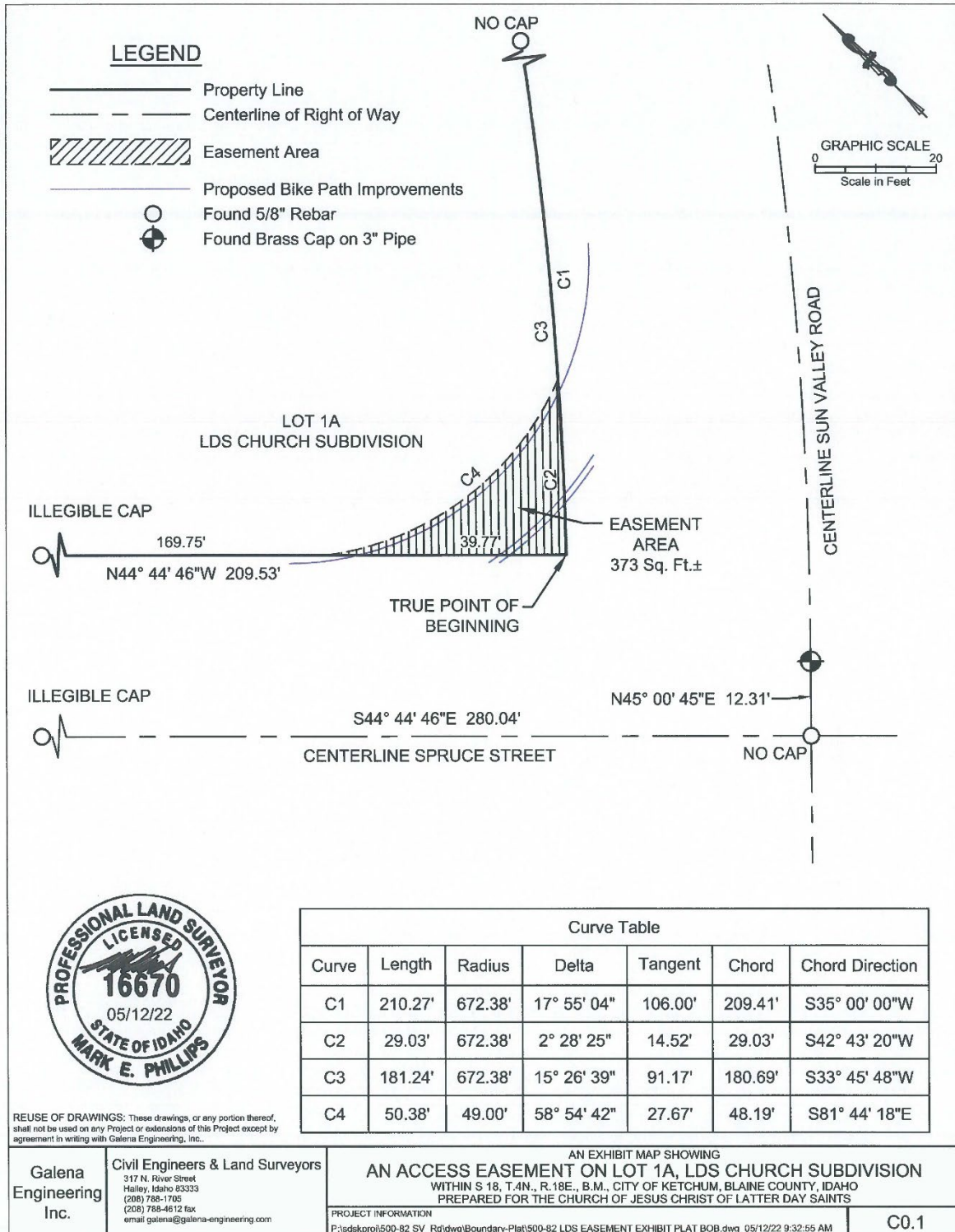
Thence 29.03 feet along a curve to the right, with a radius of 672.38 feet, a delta of 2°28'25", a tangent length of 14.52 feet, and a chord length of 29.03 feet that bears S42°43'20"W, to the TRUE POINT OF BEGINNING, containing 373 Sq. Ft., more or less, as determined by computer methods.

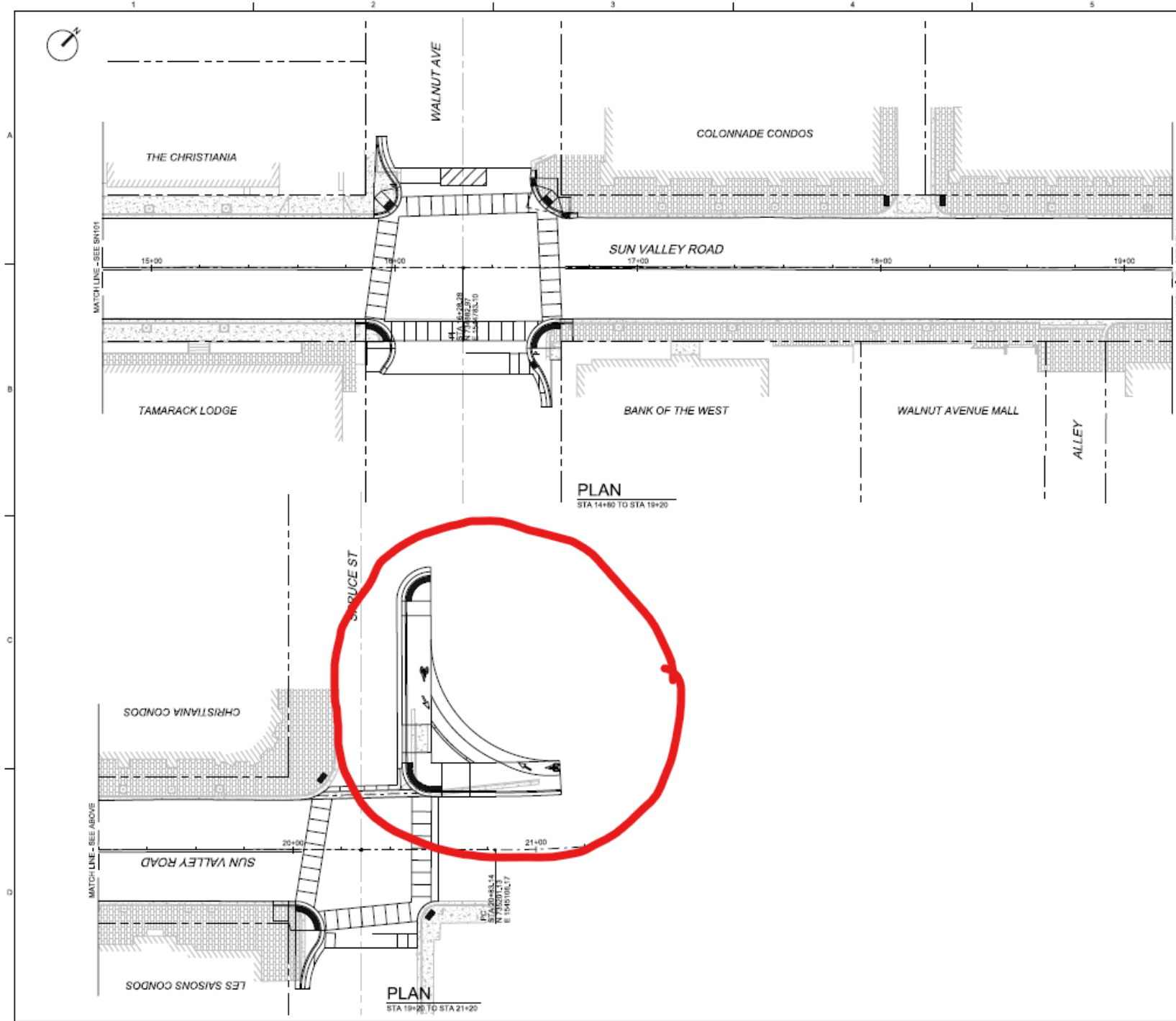


317 N. RIVER STREET • HAILEY, IDAHO • TELEPHONE (208) 788-1705 • FAX (208) 788-4612

EXHIBIT C

Depiction of the Easement Area





- ### GENERAL NOTES
1. STRIPING PLAN USED FOR QUANTIFYING BID ITEMS ONLY.
 2. VERIFY AND MATCH EXISTING STRIPING WIDTHS AND LOCATION FOR CENTER LINES, PARKING STALLS, NO PARKING ZONES, AND WHERE TYING INTO EXISTING.
 3. PROVIDE NEW CROSSWALK STRIPING TO ALIGN WITH NEW ADA RAMP.
 4. SEE SN201 FOR SUN VALLEY RD STRIPING NORTH OF SPRUCE AVE.
- ### SHEET KEYNOTES
- 80. 4" WIDE DOUBLE YELLOW
 - 81. 6" WIDE YELLOW
 - 82. 4" WIDE WHITE
 - 83. 12" WIDE WHITE
 - 84. 24" WIDE WHITE
 - 85. 24" WIDE STOP BAR
 - 86. 4" WIDE YELLOW DASHED
 - 87. BICYCLE WITH ARROW MARKING
 - 88. GREEN PAVEMENT
 - 89. 4" YELLOW CENTERLINE STRIPING (LENGTH OF PATHWAY)

2022 SUN VALLEY ROAD REHABILITATION
KETCHUM AND SUN VALLEY, IDAHO

2022 SUN VALLEY ROAD REHABILITATION
SUN VALLEY ROAD
STRIPING PLAN
STA 14+80 TO STA 21+20

153

DATE: 2022
PROJECT: 6600
DWG: SN102
SHEET: 11 of 30

VERIFY SCALE

0 20 40 60
Scale In Feet

FILENAME: 05-SN102_03576100.dgn PLOT DATE: PLOT TIME:

JACOBS

IND. DATE OR REVISION BY: APD

DESIGN V. PRANSKY A. THOMPSON S. ROBERTS

REUSE OF DOCUMENTS: THIS DOCUMENT, AND THE DATA AND DESIGN INFORMATION CONTAINED HEREIN, ARE THE PROPERTY OF JACOBS AND SHALL NOT BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.

BID DOCUMENTS



City of Ketchum

May 23, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Memorandum of Understanding (MOU) with Blaine County, Mountain Rides, Blaine County Recreation District and the Cities of Hailey and Sun Valley related to Community Bicycle & Pedestrian Master Plan

Recommendation and Summary

Staff is recommending the Council approve a MOU 22-002 with the Blaine County, Mountain Rides Transportation Authority, Blaine County Recreation District and the Cities of Hailey and Sun Valley. The MOU will enable a funding partnership to update the 2014 Blaine County Bicycle and Pedestrian Master Plan.

"I move to approve MOU 22-002 in order to update the 2014 Blaine County Bicycle and Pedestrian Master Plan."

Introduction and History

In 2014, the same partners helped fund the creation of the Blaine County Bicycle and Pedestrian Master Plan (attached) completed by Harmony Design and Engineering. All of the partners at a staff level have concurred that it is appropriate timing to update the plan. Attached is a cost estimate from the contract to update the plan. The MOU would commit a \$2,500 contribution from the City of Ketchum.

Financial Impact

\$2,500 could be funded from the General Fund contingency account.

Attachments

- MOU 22-002
- Harmony Engineering and Design – Scope of Work to update 2014 Plan
- 2014 Blaine County Bicycle and Pedestrian Master Plan



MEMORANDUM OF UNDERSTANDING
between
BLAINE COUNTY, IDAHO
and
THE CITIES OF HAILEY, KETCHUM AND SUN VALLEY AND
THE BLAINE COUNTY RECREATION DISTRICT AND
MOUNTAIN RIDES TRANSPORTATION AUTHORITY

Blaine County Community Bicycle and Pedestrian Master Plan

This Memorandum of Understanding ("MOU") for mutual participation and funding of the update of the 2014 Blaine County Community Bicycle and Pedestrian Master Plan, hereinafter "The Plan" is hereby entered into by and between Blaine County, Idaho, hereinafter referred to as "County"; and the City of Hailey, hereinafter referred to as "Hailey", the City of Ketchum, hereinafter referred to as "Ketchum", the City of Sun Valley, hereinafter referred to as "Sun Valley" and the Blaine County Recreation District and Mountain Rides Transportation Authority. Hailey, Ketchum and Sun Valley may hereinafter be collectively referred to as "Cities". The County and Cities may hereinafter be collectively referred to as "Parties".

1. PURPOSE:

The Parties have agreed to collaborate and coordinate efforts to fund a consultant, Harmony Design and Engineering, to update the 2014 Blaine County Community Bicycle and Pedestrian Master Plan. The Plan was a collaborative effort between the parties in 2014. The Plan is now dated, and is missing numerous key bicycle and pedestrian improvements that have been installed by the Cities since 2014. The Parties agree that the consultant team that prepared the 2014 Plan, Harmony Design and Engineering, is uniquely suited to prepare an update, as outlined in the attached Scope of Work.

2. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

Bicycle pedestrian needs and amenities cross jurisdictional boundaries. A Communitywide Bicycle and Pedestrian Master Plan best serves the needs of the Wood River Valley and its citizens by providing a cohesive guideline document that crosses jurisdictional boundaries.

The Parties mutually agree to the responsibilities and cost share as outlined below:

PARTIES RESPONSIBILITIES:

All parties to this MOU will participate in all activities as identified in Attachment A – Harmony Design & Engineering – Scope of Services, Project Schedule and Fee. All parties will also contribute funds towards the full cost of the project (\$16,900) per the below cost breakdown:

- Blaine County: \$4,400
- City of Hailey: \$2,500
- City of Ketchum: \$2,500
- City of Sun Valley: \$2,500
- Blaine County Recreation District: \$2,500
- Mountain Rides Transportation Authority: \$2,500

3. TERMS AND TERMINATION:

This Agreement shall be in full force and effect upon execution and will remain in effect through September 30, 2022. This MOU is subject to termination with or without cause by Parties with a 30-day written notification prior to the commencement of contracts entered into on behalf of the Parties. Modifications of this MOU shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.

APPROVALS: Executed and effective by the undersigned parties as of the date signed. DATED this ____ day of _____, 2022.

THE PARTIES HERETO have executed this instrument.

Dick Fosbury
Blaine County Commissioner

Date

Attest: Stephen McDougall Graham
Blaine County Clerk

Mayor Martha Burke
City of Hailey

Date

Attest:
City of Hailey Clerk

Mayor Neil Bradshaw
City of Ketchum

Date

Attest:
City of Ketchum Clerk

Mayor Peter Hendricks
City of Sun Valley

Date

Attest:
City of Sun Valley Clerk

Mark Davidson, Director
Blaine County Recreation District

Date

STATE OF IDAHO)
) ss
County of Blaine)

On this ____ day of _____, 2022, before me, the undersigned, a notary public for the state of Idaho, personally appeared **Mark Davidson**, known or identified to me to be the Director of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(seal)

Notary Public for Idaho

Residing at: _____

Commission Expires: _____

Wally Morgus, Executive Director
Mountain Rides Transportation Authority

Date

STATE OF IDAHO)
) ss
County of Blaine)

On this ____ day of _____, 2022, before me, the undersigned, a notary public for the state of Idaho, personally appeared **Wally Morgus**, known or identified to me to be the Executive Director of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(seal)

Notary Public for Idaho

Residing at: _____

Commission Expires: _____

**Attachment A –
Harmony Design & Engineering – Scope of Services, Project Schedule and Fee**



EXHIBIT A: SCOPE OF SERVICES

**BLAINE COUNTY COMMUNITY BICYCLE AND PEDESTRIAN
MASTER PLAN 2022 UPDATE**

This scope of services includes completing an update to the Blaine County Community Bicycle and Pedestrian Master Plan that was completed in 2014. The update will be based on input from the Intergovernmental Group (IG) (MOU Partners) that consists of representatives from Blaine County jurisdictions and taxing districts, as well as community outreach. The 2022 Update will incorporate the Summary Update completed in 2015 and tasks include the following:

1. Project Management and Community Outreach
 - a. One (1) in person public outreach event will be held on two consecutive days in Ketchum and Hailey. Outreach will likely focus on project priorities and will be coordinated with the Intergovernmental Group.
 - b. Outreach for the update will be summarized in the Master Plan 2022 Update
 - c. Meet with the IG for three (3) meetings for
 - i. Project Kick Off (zoom)
 - ii. Review of Public Outreach results and desired plan updates (in person)
 - iii. Review of Draft Plan (zoom)
2. Current Conditions
 - a. This section will be updated with policies, plans, needs, and issues that have changed since the last update based on input from the Intergovernmental Group.
3. Design Guidance
 - a. The recommended guidelines will be updated with latest design guidance and based on input from the IG.
4. Projects and Maps
 - a. The project lists and maps will be updated to show those that have been completed, projects that need to be removed, and projects that should be added based on input from the IG. Additional projects may be added based on public outreach.
5. Project Prioritization and Implementation
 - a. Projects may be re-prioritized based on public input during the outreach event and input from the IG.
 - b. Additional information may be added to the implementation section of the report based on input from the IG.

Deliverables:

- 2022 Master Plan Update

Client Responsibilities:

- Form Intergovernmental Group. Organize meetings with Harmony staff.
- Provide or arrange for meeting space for outreach.
- Advertise and send mailers for public outreach.
- Host online information and outreach materials.
- Provide GIS support for mapping at a level similar to that provided during creation of the original Master Plan.

EXHIBIT B: PROJECT SCHEDULE AND FEE

Schedule

Our team can start the project immediately upon receiving a signed agreement. A preliminary project schedule is as follows:

Notice to Proceed:	June 1, 2022
Kick Off and Project Initiation:	June – July 2022
Outreach Event:	August 2022
Master Plan Update Draft	September 2022
Final Master Plan Update	October 2022

This schedule can be adjusted based on the needs of the Client.

Fee

Fees will be paid on a Time and Materials basis at our standard hourly rates shown in Exhibit C with the total cost Not to Exceed \$16,900.



AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT is effective this ____ day of July, 2021 between _____, hereinafter referred to as “OWNER” and HARMONY DESIGN, INC. (DBA HARMONY DESIGN & ENGINEERING), a Wyoming S-Corporation, hereinafter referred to as “ENGINEER”, for the Owner’s Project generally identified as **Blaine County Community Bike and Pedestrian Master Plan 2022 Update** for services as described herein and subject to the following.

1. Services

Engineer agrees to provide the scope of services as described in the attached Exhibit A – Scope of Services.

2. Schedule

Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B – Project Schedule and Fee, and are hereby agreed to be reasonable.

3. Compensation

Estimated fees are included in Exhibit B – Project Schedule and Fee. Compensation for the listed scope of services will be paid on a TIME AND MATERIALS basis not to exceed the amounts specified in Exhibit B. Additional services can be provided with written approval from the Client at the Engineer’s standard hourly rates plus reimbursable expenses at the rates shown on the attached Exhibit C – Schedule of Rates. Engineer may alter the distribution of compensation between individual phases of the work noted herein.

4. Invoicing

All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Payment not received within 45 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Payments shall be first applied to late charges and then to the principal unpaid amount. If the invoice, including late charges due, is not paid in full within 60 days of the invoice date, Engineer may cease all services on the project and may commence the exercising of its legal remedies. These include, but are not limited to, mechanics’ lien rights under applicable law.

The Owner shall notify Engineer in writing within 30 calendar days of the date of the invoice if the Owner objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Invoices not contested within 30 calendar days are assumed to be accurate and acceptable to all parties, and all rights to withhold payment shall be forfeited after that time.

This Agreement shall authorize Engineer to collect any fees and expenses incurred, including reasonable attorney's fees as well as any time billed by Engineer, at our current standard fee schedule, related to the collection of any amounts due from the Owner.

Payment under this agreement is not contingent upon: 1) the Owner being reimbursed by any third party; 2) upon the Owner obtaining financing; or 3) completion of the overall project.

5. Change Orders

Should changes to the Scope of Services be initiated by the Owner or necessitated by others reasonable beyond the control of Engineer, subsequent to the date of the execution of this Agreement, it is agreed that the Scope of Services and the level of service set forth in the budget shall be modified to reflect these changes as mutually agreed upon by the parties to this Agreement. All changes to the budget will be provided based on rates shown in Exhibit C – Schedule of Rates.

6. Status of Parties

The Engineer is an independent contractor and shall not be considered an employee of the Owner.

7. Third-Party Exclusion

The Agreement shall not create any rights or benefits to parties other than Owner and Engineer except such other rights as may be specifically called for herein.

8. Information Provided by Others

Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

9. Ownership of Documents

Reports, information, data, and other materials prepared by the Engineer are instruments of professional service and are to be the property of the Client upon payment of all Engineer's fees. Client has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part these instruments of professional service. Client hereby gives consideration to Engineer for relinquishing ownership of instruments of professional service by agreeing, to the fullest extent permitted by law, to waive any claim against Engineer and to defend, indemnify, and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from any party's unauthorized reuse of Engineer's instruments of professional service.

10. Opinions of Probable Construction Costs

It is understood that Engineer has no control over costs of materials, the price of labor and equipment, services furnished by others, the contractor's method of pricing, or over competitive

bidding or market conditions. Therefore, if requested by the Owner, Engineer will provide opinions of probable construction costs based on experience, qualifications, and other available cost estimates of similar projects. Engineer makes no warranties, expressed or implied, as to the accuracy of such opinions as compared to proposals, bids, or actual construction costs.

11. General Considerations

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Aside from the foregoing, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, remove, or otherwise remedy the Hazardous Environmental Condition to the reasonable satisfaction of the Engineer; and (2) warrants that to the best of Owner's knowledge the Site is in compliance with applicable Laws and Regulations.

12. Engineers Certificate of Merit

The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Engineer unless the Owner has first provided Engineer with a written certification executed by an independent design professional currently practicing in the same discipline as the Engineer and licensed in the applicable state. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be

provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

13. Insurance

Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall procure and maintain insurance as set forth below.

- Professional liability insurance with minimum coverage of one million dollars (\$1,000,000);
- General liability coverage of one million dollars (\$1,000,000) per occurrence / two million dollars (\$2,000,000); aggregate minimum;
- Workers compensation at state law levels;
- Proof of coverage listing the Owner as certificate holder on the general liability policy will be required within ten (10) calendar days after execution of this Agreement.

14. Limitation of Liability

Engineer shall procure and maintain insurance as required by and set forth in Paragraph 13 of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the total compensation received by Engineer under this Agreement.

15. Conflict Resolution

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement or implementation of this Agreement or provision of the services indicated herein shall first be attempted to be resolved through non-binding mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the dispute resolved by a court of competent jurisdiction.

16. Termination

Either party may terminate this Agreement by providing seven (7) days written notice in the event of a substantial failure by one party through no fault of the other party to perform in accordance with the terms and conditions of this agreement, which failure is not cured within such seven (7) day period. Either party may terminate this Agreement without cause by fifteen (15) days written notice to the other.

Upon termination, payment will be made to Engineer for all services performed and reimbursable expenses up to the date of the termination. Deliverables will be turned over to the Owner upon full payment. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 9. Ownership of Documents.

17. Severability

The Owner and Engineer have entered into this Agreement to communicate mutual understandings and responsibilities to one another. Any provision of the Agreement that violates a statute or regulation shall be deemed void, and all remaining provisions shall continue in force. Owner and Engineer shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of or at least addresses the issues covered by the original provision.

IN WITNESS WHEREOF, this agreement, including all exhibits and attachments, has been fully executed on behalf of Harmony Design, Inc. by its duly authorized officers, and the Owner has caused the same to be executed in its name and in its behalf by its duly authorized officers as of the date indicated below.

CLIENT: _____

Harmony Design, Inc.

Signature: _____

Signature: _____

Printed name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Billing Address: _____

Phone #: _____

Email: _____

ATTACHMENTS

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE AND FEE

EXHIBIT C: SCHEDULE OF RATES

EXHIBIT C: SCHEDULE OF RATES

PROFESSIONAL SERVICES

Expert Witness	\$ 350 /hr
Principal Engineer/Landscape Arch	\$ 158 /hr
Project/Survey Manager	\$ 145 /hr
Professional Engineer II	\$ 136 /hr
Professional Engineer I	\$ 125 /hr
Professional Landscape Architect II	\$ 136 /hr
Professional Landscape Architect I	\$ 125 /hr
Planner/Engineer	\$ 115 /hr
Professional Land Surveyor	\$ 136 /hr
Surveyor	\$ 100/hr
Survey Technician	\$ 84/hr
Drafter	\$ 84/hr
Administration	\$ 74/hr

DIRECT EXPENSES & FEES

Print, B&W (8 ½"x11")	\$ 0.25 /copy	Lath/Hubs/Stakes	\$ 1.50 ea.
Print, B&W (11x17")	\$ 0.45 /copy	Spikes	\$ 2.69 ea.
Print, Color (8 ½"x11")	\$ 1.35 /copy	Mag nail	\$ 0.55 ea.
Print, Color (11x17")	\$ 2.75 /copy	Steel fence post	\$ 15.00 ea.
Print, B&W (24x36")	\$ 7.00 /sheet	Rebar/Control Point	\$ 6.00 ea.
Print, Color (24x36")	\$ 22.00 /sheet	Rebar & Aluminum cap	\$ 12.00 ea.
Print, B&W Mylar	\$ 22.00 /sheet	Flagging	\$ 2.90 /roll
Mileage	\$ 0.85 /mile	Marking Paint	\$ 7.50 /can
Trimble GPS	\$ 55.00 /hr	Aluminum pipe mon	\$ 60.00 ea.
Robotic Total Station	\$ 55.00 /hr		

Reimbursable expenses such as outside reproduction, deliveries, postage, sub-consultant fees, fees paid on behalf of the client, and travel costs are charged as listed above or at cost plus 10%.

These Professional Service Rates are considered confidential and shall not be released to a third party without written permission of Harmony Design, Inc.

Rates are subject to change.

Effective January 1, 2022

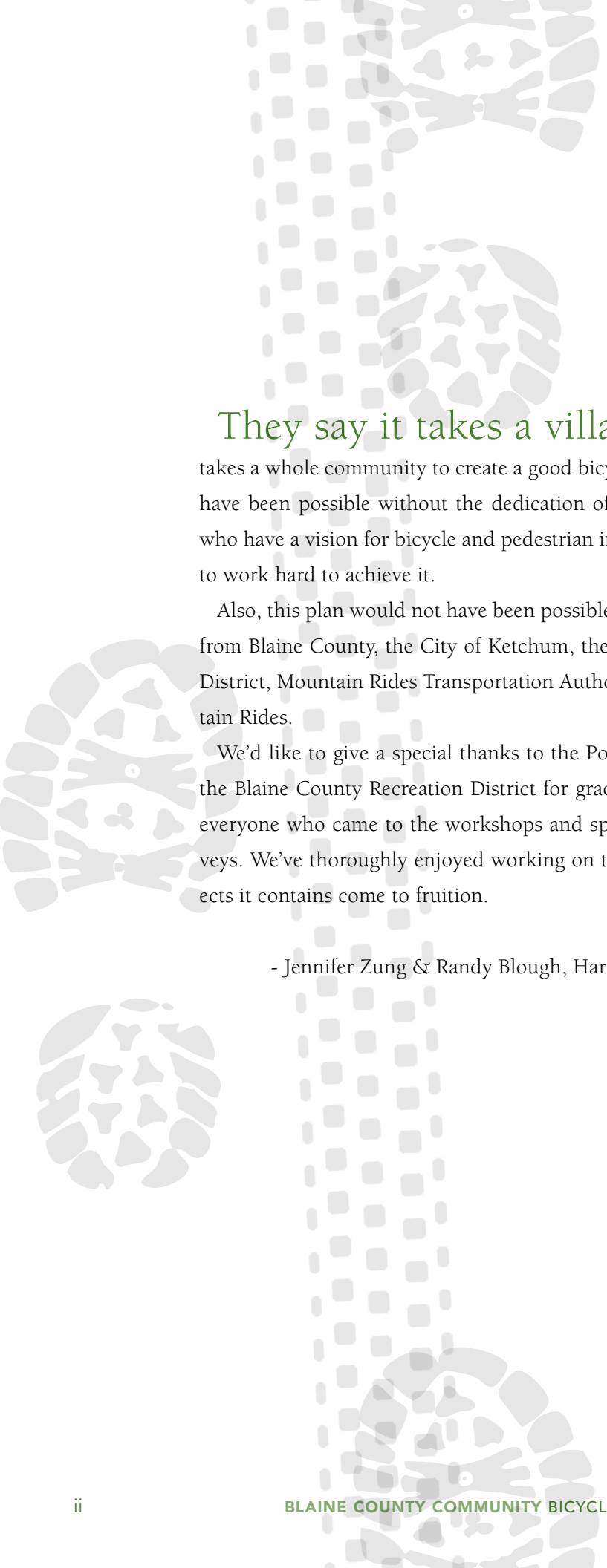
Blaine County Community

BICYCLE AND PEDESTRIAN MASTER PLAN



June 27, 2014





They say it takes a village to raise a child and, in a similar vein, it takes a whole community to create a good bicycle and pedestrian plan. This plan would not have been possible without the dedication of the individuals listed on the opposite page, who have a vision for bicycle and pedestrian infrastructure in Blaine County and are willing to work hard to achieve it.

Also, this plan would not have been possible without the generous financial contributions from Blaine County, the City of Ketchum, the City of Hailey, the Blaine County Recreation District, Mountain Rides Transportation Authority (Mountain Rides), and Friends of Mountain Rides.

We'd like to give a special thanks to the Powerhouse, the Sun Valley Visitor Center, and the Blaine County Recreation District for graciously hosting the public workshops, and to everyone who came to the workshops and spent time talking to us and taking online surveys. We've thoroughly enjoyed working on this plan and look forward to seeing the projects it contains come to fruition.

- Jennifer Zung & Randy Blough, Harmony Design & Engineering



Acknowledgements

Project Manager

Jason Miller, Mountain Rides Executive Director

Working Group Members

Angenie McCleary, Blaine County Commissioner
Bart Bingham, City of Carey
Brett Stevenson, Wood River Bike Coalition
Erin Buell, St. Luke's Center for Community Health
Jim Keating, Blaine County Recreation District
Jim Slanetz, City of Ketchum Council Member
Joyce Allgaier, City of Ketchum
Juerg Stauffacher, City of Ketchum
Kathy Grotto, Blaine County
Kaz Thea, Mountain Rides
Lisa Horowitz, City of Ketchum
Mariel Platt, City of Hailey
Mark Hofman, City of Sun Valley
Micah Austin, City of Hailey
Sarah Michael, Community Transportation Association of Idaho
Steve Wolper, Friends of Mountain Rides
Tom Hellen, City of Hailey

Technical Contributors

Sam Young, GIS Specialist for Blaine County, Ketchum, and Sun Valley

Other Contributors

Char Nelson, Blaine County
Craig Eckles, City of Bellevue
Jack Shambaugh, Idaho Transportation Department
Joby Timm, US Forest Service
Marshal McInnis, Sun Valley Company
Mike Scott, Idaho Transportation Department

Health Impact Assessment Consultants

Chris Danley, Vitruvian Planning
Don Kostelec, Kostelec Planning

Master Plan Consultants

Jennifer Zung, Project Manager, Harmony Design & Engineering
Randy Blough, Harmony Design & Engineering



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Chapter 1

INTRODUCTION

1.1 ABOUT BLAINE COUNTY

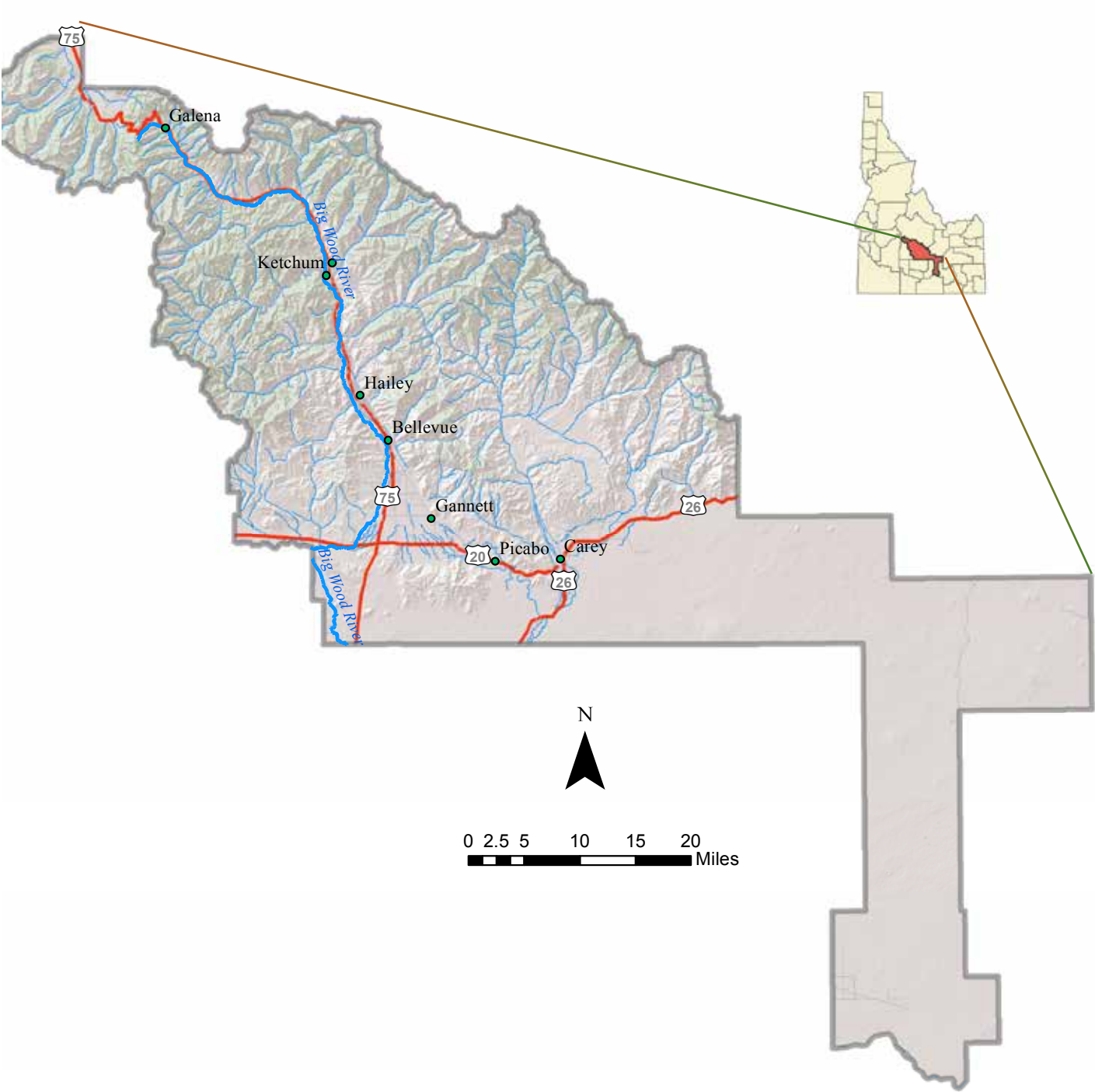
Known for its scenic beauty and abundant recreational opportunities, Blaine County is one of Idaho's most unique places, featuring alpine and Nordic skiing, excellent fishing, and hundreds of miles of trails for hiking, biking, horse packing, and motorized off-road use. The existing trail system, programs such as Miles for Smiles and Safe Routes to Schools, and the thriving bike and pedestrian culture are all factors that led to its designation as an International Mountain Bike Association (IMBA) Epic Ride Center and the League of American Bicyclists recognition as a silver level Bike Friendly Community. These accomplishments are a testament to the dedication and commitment of non profit organizations, volunteer committees, local businesses and government agencies to developing world class bicycle and pedestrian facilities in Blaine County.

Located in south central Idaho, Blaine County is home to approximately 21,000 people, most of whom live in the northwestern portion of the county commonly referred to as the Wood River Valley. The Wood River Valley drains the Big Wood River and encompasses Sun Valley Ski Resort, as well as the cities of Bellevue, Hailey, Ketchum, and Sun Valley. The City of Carey is located in the southeastern portion of the county and has a population of approximately 600 people.



*Students walking to school
in Blaine County.*

Blaine County, Idaho



1.2 PLAN GOALS AND OBJECTIVES

The scope of the Blaine County Community Bicycle and Pedestrian Master Plan (Master Plan) includes bicycle and pedestrian facilities within Blaine County and its incorporated cities with some concentration on the Wood River Valley due to the location of the population base and existing facilities. Its focus is on pathways, which are broadly defined as any bicycle or pedestrian facility, including separated paths, bike lanes, bike shoulders, shared roads, or sidewalks, that connect the communities within Blaine County with each other and with recreational opportunities outside of the communities. The Master Plan does not include recreational dirt trails located on Forest Service, Bureau of Land Management, or other public or private lands, with the exception of the Harriman Trail and the Toe of the Hill Trail.

The goal of this Master Plan is to provide a tool to help the various governmental and non-governmental organizations in Blaine County work together to create a seamless, interconnected, and integrated multi-modal transportation and recreation system for residents and visitors. Having a comprehensive and cohesive Master Plan that all jurisdictions and organizations in Blaine County are working collaboratively to implement will be a great asset.

Plan Goal

Provide a cohesive and comprehensive vision for developing, standardizing, and growing bicycle and pedestrian infrastructure, amenities, and policies in Blaine County.

This Master Plan includes the following to help reach this goal:

- Information on the current state of biking and walking facilities in Blaine County
- Tools for making existing and future infrastructure safer, more connectors, and reducing conflicts between different user groups
- Design guidelines that provide a framework for future facility improvements
- Flexibility to allow both cohesion among communities and the ability for each community to have their own identity
- A roadmap for future development, including short-, mid-, and long-term opportunities
- Adoption and implementation steps that are easy to understand and allow for coordination between jurisdictions

The Master Plan provides a **broad overview** of the needs of the community and **some solutions** to meet those needs. It is a **starting point for further detailed studies and provides implementation steps** for specific projects and improvements. The “Implementation Strategies” chapter at the end of this report outlines various ways to progress toward achieving the community’s goals and vision.

1.3 VISION

A working group was formed to lead and facilitate the creation of the Master Plan along with the consultant team. The working group was comprised of representatives from a wide range of organizations and jurisdictions, including those that would be responsible for building and maintaining bicycle and pedestrian facilities in Blaine County.

Working Group Representatives

- **Blaine County**
- **Blaine County Recreation District**
- **Cities of Carey, Hailey, Ketchum, and Sun Valley**
- **Community Transportation Authority of Idaho**
- **Friends of Mountain Rides**
- **Mountain Rides Transportation Authority**
- **St. Luke's Center for Community Health**
- **Wood River Bike Coalition**

Through the vision of the working group, this Master Plan facilitates the development of bicycle and pedestrian infrastructure that is accessible, safe, attractive, and integrated for use as a transportation mode, form of recreation, and tool to improve the health of the community. It is also important that bicycle and pedestrian facilities in Blaine County are designed from the user's point of view; that they are consistent between the various municipalities; and easy to navigate, providing a pleasant experience for the user. This means

that the bicycle and pedestrian system has good wayfinding with seamless connections that are easy to figure out. A pleasant experience for the user might mean that there are opportunities for people to explore and have fun along the way and places to enjoy cherished moments.

Another vision for bicycle and pedestrian infrastructure is that it could encourage people who don't ride or walk on a regular basis to start using alternative modes of transportation. Making the system safer, easier to access, and attractive can help increase the number of people biking and walking for both transportation and recreation.

“We desire bicycle and pedestrian infrastructure and amenities that are accessible, safe, attractive, and integrated for use as a transportation mode, form of recreation, and tool to improve the health of the community.”

—Master Plan Working Group

1.4 BENEFITS

Economic

The economic benefits of well-planned bicycle and pedestrian systems are significant. This includes increases in tourist revenue, property values, and retail sales, and the attraction of good employees looking for a higher quality-of-life atmosphere. Today, the national bicycling industry contributes an estimated \$133 billion a year to the United States economy. It supports nearly 1.1 million jobs and generates \$17.7 billion in federal, state, and local taxes. Another \$46.9 billion is spent on meals, transportation, lodging, gifts, and entertainment during bike trips and tours (Flusche, 2009).

Improving walkability and bikeability in the downtown areas of Blaine County can attract new money into the local economy. Retail stores are positively affected by improvements to pedestrian environments that encourage people to get out of their cars and shop. Studies have also shown that people who walk or bike to commercial areas regularly spend more money than those who drive (Litman, 2007). After bike lanes were added on 9th Avenue in New York City's Manhattan, retail sales increased 49 percent compared to a borough-wide rate of only 3 percent. The addition of bike lanes, bike parking, and other biking and walking facilities can increase pedestrian activity and spending on commercial streets in the cities of Blaine County.

After bike lanes were added on 9th Avenue in New York City's Manhattan, retail sales increased 49% compared to a borough-wide rate of only 3%.

The presence of sidewalks and bike facilities not only increases retail sales in commercial areas, it also increases the value of residential properties located adjacent to pathways. An examination of home sales in seven Massachusetts towns showed that houses near rail trails sold for a higher proportion of the asking price in about half the time (29.3 vs 50.4 days) than it took for other houses to sell (Penna, 2006). An analysis of Multiple Listing Service (MLS) sales of homes located along greenway systems in Indianapolis, Indiana, found that the average premium paid for a home within one-half mile of a greenway trail system was \$4,384 and the premium paid for a home within one-half mile of the Monon Trail, the flagship of the Indianapolis greenway system, commanded a premium of \$13,059 (Lindsey, 2003). Several studies support the finding that proximity to pathways increases property values through increased sales price or overall desirability (Duygu, 2008; Greer, 2000; NPS, 1995).

Today, the national bicycling industry contributes an estimated \$133 billion a year to the United States economy.

Visitor spending was responsible for 37 percent of all jobs in Blaine County and 29 percent of all earnings.

An increase in property values translates to increased tax revenue that can offset the public investment costs for installing and maintaining pathway amenities (Lindsey, 2003; Vom Hofe et al., 2011). Allison Monroe of Jackson Hole Real Estate Associates noted that “at least 50 percent of the buyers who scheduled showings for a home she listed adjacent to a neighborhood Nordic track first noticed the house while skiing or mentioned the proximity to the track as one of the main selling points.” She further stated that as many or more informational flyers were taken from the flyer box at the back of the property adjacent to the track as from the box on the street side.

Tourism

Tourism is a significant component of the Blaine County economy and good bicycle and pedestrian infrastructure helps support the tourist industry. The Blaine County Economic Analysis published in 2001 showed that the total impact of visitor spending was responsible for 37 percent of all jobs in Blaine County and 29 percent of all earnings (Runyan, 2001). Visitors that used the existing trails in Blaine County reported spending an average of \$1,751 during their visit (Trail Survey, 2012). Pathways contribute significantly to the reputation of an area as an outdoor recreation destination and can help attract tourists, permanent residents looking for a lifestyle community, and businesses in outdoor related industries.

Jackson, WY, has spent an estimated \$1.7 million over the past decade on area trail systems and, in return, has benefited from an estimated \$18 million annual boost to their economy.

The Sun Valley/Ketchum area particularly competes directly with other mountain resorts in the West for tourist dollars. Jackson, WY, has spent an estimated \$1.7 million over the past decade on area trail systems and, in return, has benefited from an estimated \$18 million annual boost to their economy as a direct result of trail related goods and services purchased in addition to supporting \$3.6 million in jobs and generating \$1.8 million in taxes every year (Kaliszewski, 2011). Communities that have invested in bicycle and pedestrian infrastructure have experienced positive economic impacts by attracting bicycle industry dollars.

Transportation

Biking and walking as a means for both transportation and recreation is growing significantly in popularity throughout the United States, including in Blaine County. The millennial generation is driving less and are attracted to areas that have good, adequate bike and pedestrian infrastructure. Nationwide, biking and walking make up 11.9 percent of all trips made in this country (FHWA, 2009). This is up from 9.5 percent in 2001, a 25 percent increase. In rural areas, 20 percent of all

Nationwide, biking and walking make up 11.9 percent of all trips made in this country.

trips are one mile or less and 25 percent of those are made by walking or biking. According to the U.S. Census Bureau's 2008 American Community Survey (ACS), the number of Americans that use a bicycle as the primary means of getting to work increased 36 percent from 2005 to 2008. This demonstrates that both short trips and longer commutes are a growing part of bicycle and pedestrian transportation trends.



Mountain Rides 5B Bikeshare program provides a convenient, cheap, and healthy way to get around town.

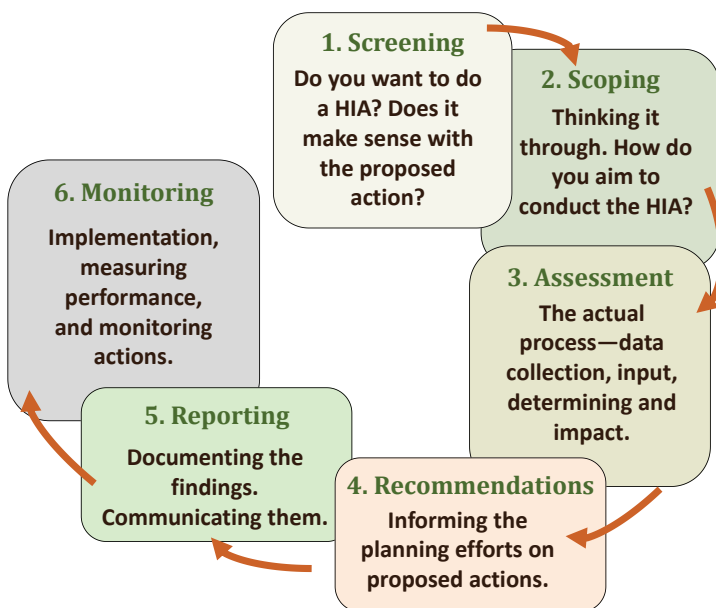
Pathways that are well connected and used for daily commuting help reduce traffic congestion and the environmental impacts of automobile use. Automobile transportation accounts for roughly 70 percent of greenhouse gas emissions, with 45 percent from cars and light duty trucks, and produces an array of pollutants with human and environmental health impacts (Campbell, 2004). Motor vehicles also contribute to significant noise pollution and water pollution that largely goes unrecognized compared to air pollution. Fortunately, Blaine County's busiest time of the year for traffic congestion is summer time, which is also the best time to take advantage of alternative means of transportation such as walking or biking.

Safety

According to the National Highway Traffic Safety Administration, bicyclists and pedestrians account for about 13 percent of all traffic fatalities despite the fact that they make up only 10 percent of all trips. Youth (under 16) and seniors (over age 65) are particularly vulnerable and represent a high percentage of the overall fatalities. This statistic highlights the need to assure that bicycle and pedestrian facilities are constructed and maintained with safety in mind. Improvements to existing infrastructure and construction of new bicycle and pedestrian facilities where none currently exist can help to reduce the disproportionate risk for this user group. Following and educating the public on the rules and regulations put forth by the Idaho State Code (§ 49-701 to 49-724) for pedestrian and bicycles will also increase safety for everyone.

1.5 HEALTH IMPACT ASSESSMENT

Active transportation facilities and programs associated with bicyclists and pedestrians are viewed as community investments that promote and contribute to numerous measures of human health. To explore how the different dimensions of health can be impacted and the extent to which health measures amongst Blaine County residents could realize such impacts, a Health Impact Assessment (HIA) was drafted by Chris Danley from Vitruvian Planning in conjunction with this Bicycle and Pedestrian Master Plan. The HIA began in November 2013 and included preliminary conditions assessments, a half day stakeholder workshop, and an assessment and evaluation period prior to the drafting of the Plan's overall findings. The complete HIA is included in Appendix D of this report and a summary is included here.



The HIA process includes six essential steps, which are shown in the figure below.

Current Blaine County Health Conditions

Blaine County residents are among the healthiest in the state of Idaho. Most health measures indicate that rates within differing categories are generally much lower than national averages and typically lower than state figures. For example, Diabetes, Asthma, and Cancer are common afflictions that are 50-90 percent lower in Blaine County compared to state and federal rates. (St. Lukes, 2013)

Health Data

Through a 2013 Community Health Needs Assessment conducted by St. Luke's Wood River, general health information was summarized, on-going community health issues and community priorities for improvement were identified, and strategic strategies outlined. Based on surveys and an extensive analysis, the top four priorities for Blaine County health interventions include:

- Combating poor mental health;
- Reversing both overweight and obese adults and teenagers;
- Reducing substance abuse of both alcohol and illicit drugs; and
- Reducing the number of vehicle crash deaths.

Demographic Factors

Demographics and social factors can often tell a story about what may be occurring in a given area. Where a person is born and raised and the conditions in which they live can have a significant impact on their health. Community characteristics such as income, education attainment, and the built environment are a few of the determinants that forge a healthy or unhealthy living condition. Based on an analysis of demographic data, it is clear that:

- The Hailey area should be a high priority due to high overall youth population and high number of Supplemental Nutrition Assistance Program (SNAP) recipients.
- West Ketchum/Sun Valley should be the focus of senior citizen-friendly designs and programs due to its higher senior citizen population (1 in 4). (St. Luke's, 2013)
- Bellevue/Carey has a large youth population and sizable population living below poverty levels, meaning infrastructure segments connecting with economic centers and programs targeting health and physical mobility would be advisable.



HIA workshop

Blaine County Community Bicycle and Pedestrian Master Plan Health Findings and Recommendations Summary

Recommendations for the Blaine County Community Bicycle and Pedestrian Master Plan related to health benefits were derived principally via stakeholder input collected at the HIA workshop. The team gathered stakeholders for a half day workshop. Participants were first asked to think through how the recommended Master Plan projects could possibly impact health—specifically the identified seven dimensions of health (Social, spiritual, economic, intellectual, physical, emotional, and environmental). Stakeholders then worked together to identify the immediate impacts resulting from project implementation, then the resulting actions of area resident and corresponding health impacts.

Claims made by stakeholders regarding potential impacts to human health were organized and thoroughly evaluated using research and published medical journals. Stakeholders identified a slew of possible impacts ranging from stress reduction and stronger social ties, to improving cancer outcomes and improved cardiovascular health. Of all topics analyzed, those having the strongest correlation to active transportation facilities and impacting the most Blaine County residents are displayed below:

- Stress reduction
- Exposure to nature
- Fewer cars on local roads
- Housing values
- Business attraction
- Retail access
- Physical activity with increased street and pedestrian connectivity



Chapter 2

COMMUNITY OUTREACH

Good community plans are founded on meaningful input from the community. Members of the community not only have the best knowledge of existing conditions, they also have good ideas on where improvements and connections are needed. Additionally, obtaining input and support from the organizations and government entities that will build, design, and maintain bicycle and pedestrian infrastructure is key to ensuring the Master Plan will be implemented with enthusiasm.

Multiple avenues for gathering public input were used in order to evaluate current conditions and assess the community needs for bicycle and pedestrian infrastructure. This included on-site mobile public workshops, online surveys, meetings with the working group, one-on-one interviews with stakeholders, and group stakeholder meetings facilitated by the working group. A summary of the community outreach efforts is given in this chapter and additional information is included in Appendix A.



A variety of sources informed the Master Plan.



The Working Group

The working group was actively involved throughout the planning process and was instrumental in spearheading the Master Plan from the start. A kick-off meeting was held on November 4, 2013, with the purpose to validate the vision and goals for the Bicycle and Pedestrian Master Plan, gather information on existing bicycle and pedestrian infrastructure in Blaine County, and begin to identify potential projects and improvements. Additional meetings were held throughout the planning process with the working group in order to update the group on progress of the Master

The working group was instrumental during the planning process.

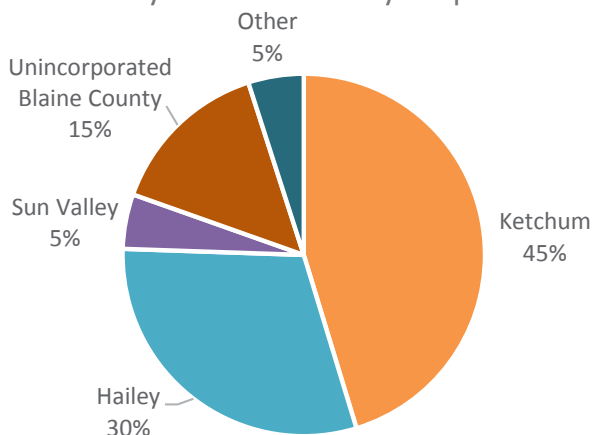
Plan and gather feedback. Working group members also facilitated stakeholder meetings in Blaine County, Ketchum, and Hailey in order to gather feedback from the community.

Online Survey

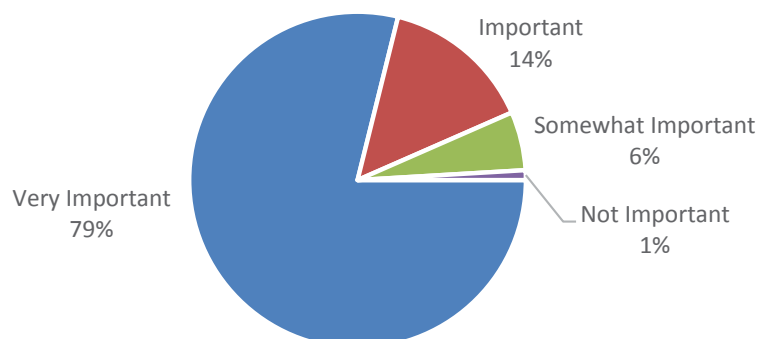
For those who could not attend the mobile workshops or stakeholder meetings, an on-line survey was available for approximately one month. A total of 215 people completed the survey, which asked opinions about the current state of bicycle and pedestrian infrastructure in Blaine County as well as priorities for potential project.

The survey was primarily distributed through the working group members via email and, for this reason, does not statically represent the desires of the entire county. However, it does provide good information on the desires and opinions of those who most actively use bicycle and pedestrian facilities in the county. Most of the survey respondents lived either in Ketchum (45 percent) or Hailey (30 percent) and more than 90 percent felt that an interconnected and well maintained pathway system is important to the quality of life and economic sustainability in Blaine County.

Residency of Online Survey Respondents



Importance of pathways and sidewalks for quality of life and economic sustainability





Stakeholder Interviews and Meetings

Several one-on-one and small group interviews were held with various stakeholders to gain a more in-depth understanding of existing conditions and needs for bicycle and pedestrian facilities. Some of these interviews were conducted by the consultant via telephone or in person. Others were conducted by members of the working group. The stakeholders included business owners and bike shop owners, city planners and officials, bicycle advocacy groups, and more.

Community Workshop

During the week of January 13-16, 2014, a multi-day planning workshop was held to gather community input and feedback on the Master Plan. The workshop included meetings with specific stakeholder groups, meetings with the working group, and mobile workshops. On-site tours were also conducted by the consultant team.

Government Group Stakeholder Meeting

Approximately 20 representatives of local and state governmental and county-wide agencies attended a meeting held on January 13, 2014, to begin the coordination efforts for bicycle and pedestrian improvements. This meeting was well attended by representatives from various entities, including Blaine County, Hailey, Ketchum, Bellevue, Blaine County Recreation District (BCRD), Sun Valley Company, U.S. Forest Service, Idaho Transportation Department, and Mountain Rides Transportation Authority (Mountain Rides).

The meeting consisted of an overview of the planning project and discussion regarding:

- How each jurisdiction or organization can benefit from bicycle and pedestrian improvements;
- How each entity can play a role in improving bicycle and pedestrian facilities in Blaine County;
- General design guidelines for bicycle and pedestrian facilities; and
- Community benefits of bicycle and pedestrian facilities and prioritization of those benefits.

The benefits of the Master Plan identified during the meeting included those listed in Chapter 1, as well as:

- Providing support for grant applications by prioritizing projects;
- Increasing public relationship through organizations working together; and
- Providing coordination with other infrastructure improvements.

The top contribution identified during the meeting that the various organizations could provide was the ability to partner financially on projects either through direct funding or by partnering on grant applications. Other contributions included providing or sharing maintenance support and/or equipment, providing right-of-way for improvements, and coordinating improvement opportunities. Some specific contributions that were offered included street sweepers owned by the BCRD that could possibly be used on county roads, grant writing assistance that could be provided by Mountain Rides, and the ability of the BCRD to lead coordination efforts for projects. City's planning departments are committed to helping support planning and implementation of this bike-ped master plan.



More than sixty community members gave input during the mobile workshops at the Powerhouse (above), the Ketchum visitor center and the BCRD Community Campus (opposite page).

Bike Advocacy and Shop Owner Stakeholder Meeting

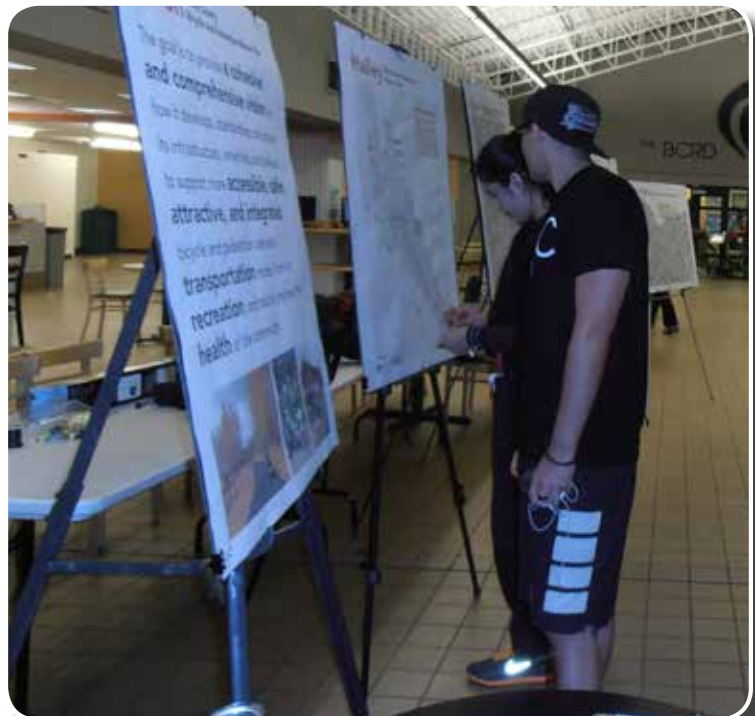
Eleven people that were members of local bike advocacy groups or owners of bike and sporting goods shops attended a meeting on January 14, 2014. This meeting included representatives from the Wood River Bike Coalition, Durance Cycleworks, The Elephant's Perch, Backwoods Mountain Sports, PK's Ski & Sports, and Mountain Rides. The potential projects that had been identified by the working group were discussed during this meeting and participants were asked to rank their top three projects using key pad polling. The results are included in Section 5.3.

Mobile Workshops

Mobile workshops were held in three locations in the county in prominent and popular locations in order to determine which potential projects were most important to the community. The workshop were held in the following locations:

- The Powerhouse in Hailey, (Monday, 1/13/2014 from 5:00pm to 7:00pm)
- The Visitor's Center in Ketchum, (Tuesday, 1/14/2014 from 11:00am to 1:00pm)
- BCRD Community Campus in Hailey, (Tuesday, 1/14/2014 from 4:00pm to 7:00pm)

Maps of potential projects were on display and participants “voted” for projects with dot stickers that were placed on the map. The purpose of this activity was to engage the public in a format different from the online questionnaire and provide the opportunity for the community to get involved with the project, ask questions, and give input.





Chapter 3

CURRENT CONDITIONS

3.1 EXISTING INFRASTRUCTURE



At the heart of the Blaine County pathway system is the Wood River Trail, a paved separated path that is groomed for nordic skiing in the winter, which sees more than 300,000 visits throughout the year. Bikers, hikers, runners, equestrian riders, walkers, parents with strollers, dog walkers, rollerbladers, and cross country skiers all use the Wood River Trail (WRT), commonly called the “bike path.” The WRT stretches 20 miles through the center of the Wood River Valley from Ketchum to Bellevue and provides a physical connection for the communities, as well as a place for social gatherings. When the fires of 2013 raged outside of Hailey, residents gathered along the bike path to share stories and console each other during the time of need.



Blaine County residents recognize the value of the WRT and recently approved a two year temporary tax levy for \$3.5 million to reconstruct, resurface, and rehabilitate the WRT in order to restore its useful life for another 30 years. Construction is scheduled to begin during the summer of 2014 and be completed in 2016.

There are other multi-use paths that branch off of the WRT. Sun Valley has approximately 8 miles of separated paths and 3 miles of cycle tracks (multi-use paths that are adjacent to the road). There are also smaller spurs in Hailey that connect the WRT with the BCRD Community Campus and other schools.

Downtown sidewalks are the focus of the pedestrian element of this plan. Ketchum, Hailey, Bellevue, and Carey all have downtown sidewalks that are good in some locations, in need of repair in others, and sometimes non-existent. An inventory of existing sidewalks and locations without sidewalks in Ketchum was completed by the Ketchum Community Development Corporation and known as the Walkable Ketchum Project.



Roundabout at Woodside Boulevard and Fox Acres calms traffic while keeping traffic moving.

Street and sidewalk improvements were recently completed on Woodside Boulevard in Hailey and included the addition of bike lanes, sidewalks, and a traffic calming roundabout at the intersection with Fox Acres Road. These improvements have earned good complements from the public and have improved the aesthetics of the neighborhood.

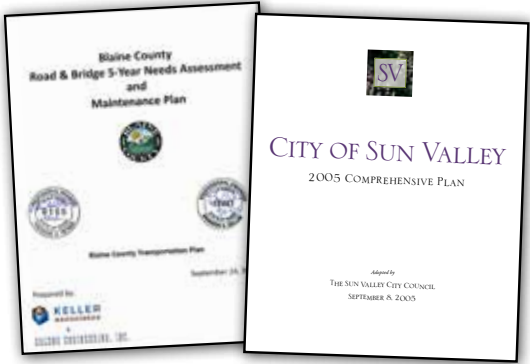
Public perception of the existing pathway system ranges from good to excellent, according to the community survey conducted for this Plan. The existing components that most people rated as “poor” were sidewalk conditions, sidewalk locations, and bike/pedestrian crossing safety. This


corresponded with the opinion that the most important destinations that needed connection were downtowns. The next most important destination that needed connection was schools, followed by trail systems on public lands.

Additional information on current conditions for specific locations is included in Section 5.1. Maps that show current infrastructure, along with potential improvements, are also included in Section 5.1.

3.2 POLICIES AND PLANS

Policies and plans for bicycle and pedestrian facilities in Blaine County are supported by several existing documents that have been commissioned and/or adopted by various local entities and organizations. These existing plans and policies helped guide the formation of this Bicycle and Pedestrian Master Plan with the intent to coordinate and build on these documents. The following summarizes excerpts from these documents that support and provide direction for the development of bicycle and pedestrian infrastructure and policy in Blaine County.





The community is actively marketing the area as a destination for bicycle tourism. This is important to the local economy, as other western resort areas compete to attract bicycle-based tourism.

—Blaine County Transportation Plan

Blaine County Transportation Plan (2012)

Chapter 4 of the Blaine County Transportation Plan recognizes that “Blaine County is home to a robust bicycling community and bicycling is a point of attraction for tourists, as well. The community is actively marketing the area as a destination for bicycle tourism. This is important to the local economy, as other western resort areas compete to attract bicycle-based tourism. The characteristics of county roads are directly related to the comfort and safety of riders using these roads.”

“As [the Blaine County Transportation Plan] has made clear, the county lacks funding necessary to commit to specific projects at this time. Given these limitations, the county does endorse bicycle and pedestrian use of county roads and is dedicated to making needed improvements. This report [the Blaine County Transportation Plan] recommended that Blaine County begin engaging with other municipalities and agencies to formulate a separate Comprehensive Regional Bike and Pedestrian Plan. To begin this process, it is recommended that Blaine County adopt a resolution of support for appropriate bicycle and pedestrian use on county roadways.”

Hailey Title 18, Mobility Design (2012)

The purpose of this ordinance is to “provide a uniform set of standards and procedures for Infrastructure Projects; to update Hailey street design standards to adequately address and promote multi-modal needs and safe access for all users, including pedestrians, bicyclists, motorists, and transit vehicles and passengers; to establish a process for project design which provides flexibility and accountability, balances the safety and convenience of all users of the transportation system in the design, operation, maintenance, construction, and reconstruction of new and existing Infrastructure Projects; considers whether people of all ages and abilities are able to travel safely and comfortably within the right-of-way of public and private streets; and considers how design variations may affect the safety and convenience of certain user groups.”

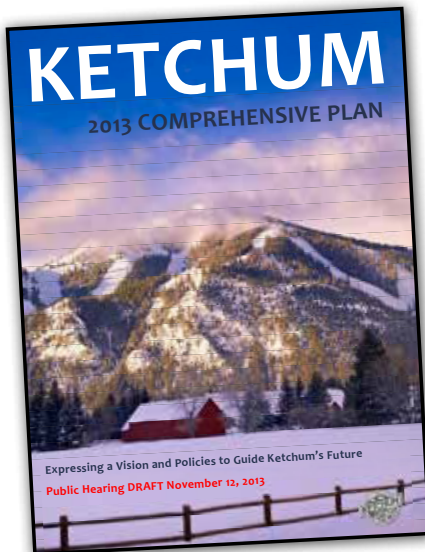
Hailey Transportation Plan (2007)

According to this Plan, “the current street network was originally designed more for vehicular travel, as many of Hailey’s older neighborhood streets were originally constructed without sidewalks. Within the past 10-15 years residents have increased their walking and cycling activities. More residents are taking to the streets by foot and by bike for the range of recreation, school, work, and shopping travel needs. The combination of these factors has led to ever increasing pressure on the city’s local street system to serve the full range of auto, truck, bicycle, and pedestrian traffic.”

“A well-established system encourages healthy recreational activities, reduces vehicle demand on city streets, and enhances safety within a livable community.”

– Hailey Transportation Plan

“Pedestrian and bicycle travel has grown at similar, if not higher, rates than vehicular traffic within Hailey. More Hailey residents are walking and biking for recreational travel, which is not necessarily limited to warm-weather months. Due to the relatively flat terrain and viability of non-motorized travel, bicycle and pedestrian facilities play a vital role in the city’s transportation environment. The non-motorized transportation system is comprised of facilities that promote mobility without the aid of motorized vehicles. A well-established system encourages healthy recreational activities, reduces vehicle demand on city streets, and enhances safety within a livable community.”



Ketchum Comprehensive Plan (2014)

Vision #7 of the Ketchum Comprehensive Plan states “A connected community brings us together through a local, community-wide, and regional system of sidewalks, on-street bike lanes, trails, public transit opportunities, and functional streets for vehicles. The transportation system is designed in such a way that alternatives to automobile use are possible, and vehicular congestion throughout the community is minimized. Public transit is designed so citizens find it convenient and feel safe and comfortable using it. Connectivity also provides a means of linking neighborhoods and places to one another, to open spaces, bike trails, other desirable recreational/outdoor places, and transit. When our neighborhoods and places are well-connected, it encourages social interaction and gatherings, allows outdoor experiences to be more spontaneous and accessible, decreases pollution, and allows for healthier lifestyles through walking and bicycling.”

THE VISION FOR MOBILITY IN THIS PLAN INCLUDES:

- A complete system of bicycle routes and trails for commuter and recreational bicyclists
- A safe, complete and comprehensive pedestrian circulation system

Goals and policies from this plan include:

Goal M-5 Enhance pedestrian connectivity and comfort.

Policy M-5.1 Complete Sidewalk Network

Connect destinations with pedestrian facilities and encourage walking for a wide variety of trips by filling in missing sidewalk links, restoring damaged sidewalks, and requiring sidewalks as part of development approvals. Ensure that sidewalks are accessible and clear of impediments to passage.

Goal M-6 Enhance bicycling connectivity and comfort.

Policy M-6.1 Complete Bicycle Network

Construct missing links in the bicycle network, especially from outlying areas to the downtown core. Strive for additional bike lanes in streets.

Goal CHW-4 Safe and Convenient Non-Motorized Travel Options

Provide the opportunity for regular physical activity through safe, convenient recreation and non-motorized travel.

Policy CHW-4.1 Community Design for Active Lifestyles

Promote community-wide design that encourages physical activity through the provision of parks and trails, river access, and the support of athletic and recreational pursuits.

Policy CHW-4.2 Active Mobility System

The City will support, through design and construction, the extension of sidewalks, bicycle trails, on-street bicycle facilities, and lighting to facilitate non-vehicular use by people of all ages and abilities.

Ketchum Main Street Traffic Study (2010)

The purpose of this study was to provide recommendations to Ketchum and the Idaho Transportation Department regarding the Main Street (SH-75) transportation corridor in Ketchum, Idaho. One of the objectives of this study was to “maintain high levels of pedestrian activity” by using a “complete streets” approach.

Chapter IX–Pedestrian Considerations includes the following recommendations to help continue the excellent pedestrian safety record in Ketchum into the future:

- Sidewalks should continue to be provided on any widened roadways.
- Bulb-outs on Main Street can help shorten the pedestrian crossing time and serve as traffic calming during off-peak times when vehicles may otherwise travel at higher speeds.

Ketchum Downtown Master Plan (2006)

This plan includes the following guiding principles for transportation and circulation:

- Downtown circulation should balance the needs of pedestrians, bicyclists, transit riders, and motorists alike.
- The circulation system should accommodate people and their various travel needs, providing convenient access for all user groups, including businesses, employees, residents, customers, visitors, and tourists.
- Downtown circulation should accommodate travel for school children, bicyclists, public transit, seniors, and people with mobility challenges.
- Downtown is a pedestrian-priority district.
- Traffic demand management should include programs that offer a healthy mix of transportation modes to reduce automobile dependency and to increase the number of people accessing Downtown by foot, bicycle, or transit.



This plan recommended reconfiguring Main Street into a three-lane configuration with the middle lane devoted to left-turning traffic. Substantial nationwide experience demonstrates that a three-lane configuration in a town like Ketchum will be safer for both vehicles and pedestrians and significantly more supportive of pedestrian priorities. A three-lane configuration could provide more opportunities to enhance the pedestrian environment.

This plan recognizes that downtown will become a pedestrian-priority area. Vehicles will move at lower speeds through the city center, and in most places, they will be required to stop for pedestrians in crosswalks. (This will not be the case at signalized intersections.) Signage will be enhanced to guide drivers, cyclists, and pedestrians to key routes and destinations.

Sun Valley Comprehensive Plan (2005)

This plan recognizes that “the primary recreational amenity is the paved pedestrian and non-motorized bike path that runs throughout the city on a combination of city-owned right of way and private property. The city will coordinate with Blaine County Recreation District and other partners (such as the Sun Valley Community Trails group) to develop an integrated recreational system to link neighborhoods and neighboring communities to open space, trails, parks, and other non-motorized recreational amenities and services for hiking, biking, and nature walks.”

Goal 6 of this Plan states, “Provide for an Integrated Transportation System That Promotes a Recreationally-Active Community, Encourages Non-Motorized Transportation, and Reduces Congestion and Air Pollution.”

“A key component of the area’s transportation system, Sun Valley’s paved pathway system, is a well-used, recognized benefit for pedestrians, bicyclists, rollerbladers, and joggers. With the primary pathway system completed, the 1997 Transportation Plan recommended that a secondary pathway system be developed to promote greater pedestrian and bicycle travel along less heavily traveled streets in the city. While this proposal is currently unfunded, opportunities exist to expand the path system and connect to open space areas and other trail systems. With the support of trail management groups, the city can identify and obtain permanent access easements for recreational trailheads, trails, and parking.” The Sun Valley Transportation Plan is currently being updated and information from this Master Plan should be incorporated during the update process.

Wood River Trail Study (2012)

The goal of this study was to create a comprehensive trail data set to be used by partners for trail planning, community planning, trail maintenance, and policy, economic impact studies, grant writing, and outreach/marketing. Objectives included counting trail (bikepath and singletrack) visits during the 2012 non-winter season in Wood River Valley; developing a better understanding of trail user profile and usage patterns; and employing a combination of infrared count, direct observation, and survey instruments for data compilation.

Highlights of the study include:

- 725,000 total trail user days (April through November)
- Inferred minimum resident (local) usage of 46 percent
- Inferred minimum non-resident (visitor) usage of 28 percent
- Visitor Profile: 52 percent 40-60 years, 52 percent male, 3.1 people per party, 46 percent hiking, 46 percent biking, 61 percent by car to area, 47 percent in hotel, 4-7 days visited
- Origin of visitors predominately Intermountain West (76 percent)
- Hiking and biking predominate usage patterns
- Bike path usage 79 percent biking and 13 percent hiking/running
- Single track usage 58 percent hiking and 30 percent biking
- Trail Days in south and central systems 10x north system

BCRD Bikeway and Path Standards (latest revision 2006)

The purpose of this document is to establish standards for bikeways, pedestrian, equestrian and Nordic skiing paths and other non-motorized travel routes that are to be accepted for ownership and maintenance by the Blaine County Recreation District. It includes design criteria for separated arterial routes, design criteria for paths, design standards for shared arterial routes, design standards for trails, general signing for all routes, construction specifications, and construction permit and restoration requirements.

Blaine County Road Standards (1994)

The current standard county road cross section shows 13' paved travel lanes with 2' gravel shoulders within a 60' right-of-way or 16' paved travel lanes with 2' gravel shoulders within a 80' right-of-way. The standard for private roads that serve more than 4 lots that may eventually become public show 10' paved travel lanes with 5' gravel shoulders. These road standards were originally adopted in 1981 and revised in 1985.

Mountain Rides Capital Improvement Plan (CIP) FY2014 to FY 2018

Mountain Rides capital planning includes the development of a bike share program for the Wood River Valley using a combination of local and federal funding. The first phase of the project was started in the summer of 2013 using a grant from the EPA, in partnership with the City of Hailey. Mountain Rides planning calls for expansion of the bike share program to Ketchum in 2014.

Bicycle Friendly Community Feedback Report (2013)

The feedback report from the League of American Bicyclists included several key recommendations that the Wood River Valley should take to improve and promote cycling. Some of the recommendations that are being addressed or will be facilitated with this Master Plan include the following:

- Adopt a comprehensive bike master plan
- Ensure that there will be dedicated funding for plan implementation
- Ensure all bike facilities conform to current best practices and guidelines (NACTO, AASHTO, etc.)
- Continue to expand the bike network – using bike boulevards, bike lanes, cycle tracks, and shared lane arrows
- Make intersections safer and more comfortable



3.3 NEEDS AND ISSUES

The needs and issues related to bicycle and pedestrian facilities were identified through site tours, meetings with the working group and stakeholders, the online survey, and analysis of existing data. The overall needs can be categorized as being related to connections, safety, consistency, or amenities.



Missing a connection from a city street in Hailey to the WRT.

Connections

The primary needs when one thinks of pathways improvements generally focuses on connecting missing links within the system. Although the existing pathway system has a great spine provided by the Wood River Trail (WRT), there are several arteries that could be better connected to the bike path or with each other. Some general connections that were identified include:

- Connections into and out of downtowns (Sun Valley Road, WRT through Ketchum, Serenade Drive to 2nd Street in Ketchum);
 - Sidewalk connections within downtowns;
 - Connection of the end of the WRT at Hulen Meadows to the Sawtooth National Recreation Area (SNRA) Headquarters;
 - Connections from the WRT to recreational trails (Ohio Gulch, Indian Creek, Quigley, Croy Creek, Deer Creek); and
 - Connections in the southern part of the county (Gannett Road, Picabo) and within the City of Carey (Carey Park, fairgrounds, reservoir).
- Connections to/from WRT into and out of downtown in Hailey and Bellevue.

Safety

The number one category of needs and issues revolved around safety, both for cyclists and pedestrians. General safety issues that were identified include:

- Pedestrian crossings (4th Street in Ketchum, mid-block highway crossing near Albertsons in Hailey, highway crossing at Galena Lodge, intersections in old Hailey east of the highway);
- Pathway intersections with roads through all jurisdictions (need for consistency and adequate markings and signage along the WRT);
- Bike and road sharing (sharrows on 4th Street in Ketchum, SH-75 over Galena pass not wide enough for cyclists); and
- Traffic calming (roundabout along River Street, roundabout at Gannett and SH-75).
- Missing sidewalks within the cities and in other residential/employment centers, such as McHanville.



4th Street in Ketchum is a designated bike and pedestrian route with no signal at the busy highway crossing.



Two different variations of the sharrow are on trial in Hailey.



Consistency

Overall consistency within the pathways system will help increase safety and improve the user experience. General needs for consistency include:

- Pavement markings (sharrows, bike lanes, roadway crossings);
- Wayfinding to and from the WRT, St. Lukes, downtowns, recreation areas, and streets;
- Treatment of pedestrian crossings at the highway (dismount zones); and
- Intersections of the bike path with roads.

Amenities

Other general issues that are related to overall conditions and amenities include:

- Additional restroom facilities;
- Parking areas at trail heads (East Fork, Bellevue, Hulen Meadows);
- Removing power poles in the bike path;
- Improving the surface of the Harriman Trail; and
- Desire to create a unique and memorable experiences.



Adding features such as this unique memorial bench next to the arboretum provides opportunities to intimately experience the bike path.





Chapter 4

DESIGN GUIDANCE

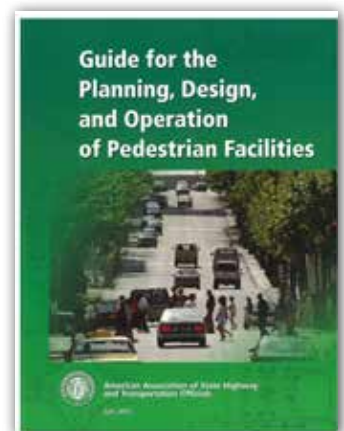
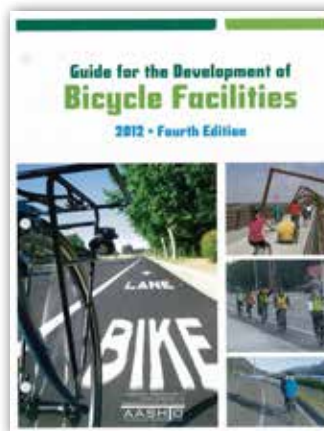
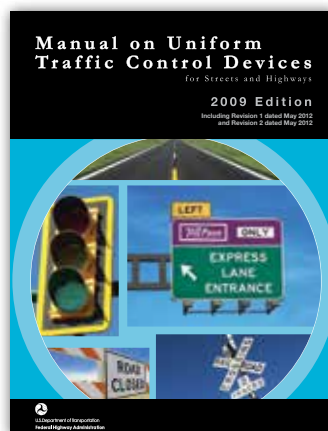
4.1 NATIONAL DESIGN GUIDELINES / STANDARDS

In order to create a pathway network that is safe, convenient, and consistent, it is important to have design guidelines and standards in place to direct the construction of new facilities and improvements to existing facilities.

At the national level, there are existing laws, guidelines, and standards that apply to bicycle and pedestrian facilities. At a minimum, pathway design should adhere to accessibility requirements of the Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG). Street crossings and pathways in a public right-of-way that function as sidewalks should also be designed in accordance with the draft Public Rights-Of-Way Accessibility Guidelines (PROWAG). Pathways built in independent corridors should meet the accessibility standards described in the Architectural Barriers Act Accessibility Guidelines for Outdoor Developed Areas (AGODA).

The following are national design guidelines for bicycle and pedestrian facilities that form the basis of the recommendations in this report. These publications are not necessarily laws, but are widely used and accepted national design standards that are intended to provide design guidance that results in facilities that meet the needs of bicyclists, pedestrians, and motorists.

- AASHTO Guide for the Development of Bicycle Facilities (2012)
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities (2004)
- Manual on Uniform Traffic Control Devices (MUTCD) (2009)
- NACTO Urban Bikeway Design Guide (2012)



These guidelines cover the design and construction of typical bicycle and pedestrian facilities including shared roadways, paved shoulders, bike lanes, bicycle boulevards, sidewalks, shared use paths, intersections, signage and pavement markings, bicycle parking facilities, and maintenance operations. These guidelines are very comprehensive, easily understood, and cover many different scenarios and site conditions. It is recommended that these guidelines be integrated as part of this Pathways Master Plan.

These national standards do not necessarily mandate a single best approach for all situations, but rather they provide a range of design values and alternatives for bicycle and pedestrian facilities. They address facilities that are appropriate for a range of community types from low density rural areas to high density urban environments.

4.2 RECOMMENDED GUIDELINES FOR BLAINE COUNTY

The recommendations presented in the Master Plan have been adapted for specific use within the context of the cities and rural areas of Blaine County. These adapted guidelines were developed through input from the working group, as well as other interested stakeholders and community members.

The intent of these guidelines is to establish a consistent and coordinated bicycle and pedestrian system county-wide. It is important to have continuity within the regional transportation system in order to create a safe and highly functional system that is easily negotiated by all users. Within these guidelines there is room, however, for individual communities to establish their own identity through unique branding of wayfinding signage and other treatments that will not be confusing to the user. Also, there may be specific instances where physical limitations or special circumstances require deviation (either more or less stringent) from these guidelines.

Shared Lanes



An example of recommended shared lane markings (opposite page) and signage.

In essence, all roadways within Blaine County are shared roadways. Bicycles may legally be operated on all roadways, except where prohibited by statute or regulation. Generally, roadways that carry low volume and low speed traffic are suitable for comfortably accommodating bicyclists within the vehicle travel lane. There are, however, some features such as pavement markings and regulatory signage that can be incorporated on local streets to make them more compatible with biking, alert motorists to the likely presence of bicycles, and guide the positioning of cyclists in the travel lane.

Sharrows are pavement markings that include a bicycle symbol combined with a “chevron type” directional arrow that is placed in the travel lanes. There are several standard versions of sharrows in the MUTCD. A green background can also be added to highlight and add emphasis to the marking, although AASHTO has discontinued experimental approval of this option. Thus it is recommended that sharrows within Blaine County use the MUTCD standard white

marking. The markings can be painted or thermoplastic applications. Thermoplastic markings are preferred due to their consistency, ease of application, and longer life.



Typical application:

- Low volume roads (less than 1,500 ADT)
- Low speed roads (less than 25mph)

Features:

- Shared lane markings or “sharrows”
 - Minimum 4 feet from curb face or pavement edge (where no on-street parking exists)
 - Center of travel lane (where on-street parking exists)
 - Immediately after an intersection
 - Intervals of no less than 250 feet
- “Bikes May Use Full Lane” or “Share the Road” signs to alert motorists of the presence of bicycles in traffic lanes
- Good pavement quality
- Maintenance to minimize gravel and debris

Paved Shoulders

Paved shoulders can accommodate bicyclists on some rural roadways, although designated bike lanes are always more desirable. Where existing roadway pavement width is limited and in temporary retrofit situations, paved shoulders may sometimes be the only option. It is often possible to provide space for paved bike shoulders on existing roads by simply restriping narrower motor vehicle travel lanes (10 to 11 feet). The narrower vehicle lanes will also serve to slow down motor vehicles, making it safer for cyclists and pedestrians.

It should be noted that oftentimes the centerline striping of roadways is painted off center, resulting in varying widths of shoulders and bike lanes. The painted width of the travel lanes can vary as well giving the same undesirable result. With careful attention to the layout of the striping, sufficient and consistent shoulders can be achieved. If paved shoulders are used, they should be provided on both sides of the roadway to discourage wrong way riding. The minimum width of a paved shoulder should be 4 feet on roads without curbs or vertical obstructions such as guardrails. Wider 5 feet shoulders are desirable for roads with higher traffic volumes or speeds or where there is a vertical barrier to provide more operating room.

Road cycling on rural roads in Blaine County is very common and increasing in popularity. When a road is being resurfaced or sealed, this is a good opportunity to retrofit bike lanes if adequate space is available.

Example of a bikeable shoulder in Driggs, ID.



For example, the current Blaine County road standard within a 80 foot right-of-way includes a 16-foot travel lane. These roads could be retrofit and striped to provide a 12-foot travel lane and a 4-foot bike shoulder. Although it is not recommended by AASHTO to provide standard shoulders (AASHTO 2012), most cyclists in Blaine County that gave input on this project agreed that even a 1-foot or 2-foot striped shoulder was better than no shoulder and it could provide some area outside the traffic lane for cyclists and pedestrians.

Typical application:

- Rural roads with posted speed of greater than 35 mph
- Urban streets with low to medium traffic volume

Features:

- Minimum of 4 feet wide
- 6-inch-wide white line to delineate the shoulder
- Bicycle friendly drainage inlet grates
- Ongoing maintenance and clearing of gravel and debris from shoulders

Recommended bike lane markings, signage (below), and example photo.

Bike Lanes



Bike lanes are a portion of the roadway designated specifically for bicyclist use. They differ from paved shoulders in that they are specifically identified travel lanes for bicycles and cannot be used for parking or other uses. The minimum width of a bike lane should be 5 feet and delineated by a minimum 6-inch-wide white line. In some cases where motor vehicle traffic volume is heavy, speeds exceed 45 mph, or high turnover of on-street parking is provided, wider bike lanes are desired.

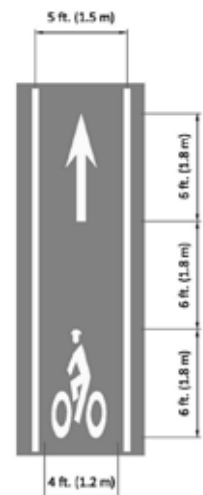
Typical application:

- Rural roads with posted speed of greater than 35 mph
- Urban streets with medium to high traffic volume
- Along designated bike routes



Features:

- Minimum of 5 feet wide
- Clear and identifiable pavement markings
 - 6-inch-wide white line
 - White bike symbol and white directional arrow
- Placed before and after intersections
- Placed at intervals of less than 1,000 feet in rural areas and less than 250 feet in urban areas
- “Bike Lane” signage adjacent to a pavement markings at appropriate intervals
- Bicycle friendly drainage inlet grates
- Ongoing maintenance and clearing of gravel and debris from bike lanes



Bike Boxes at Roadway Intersections

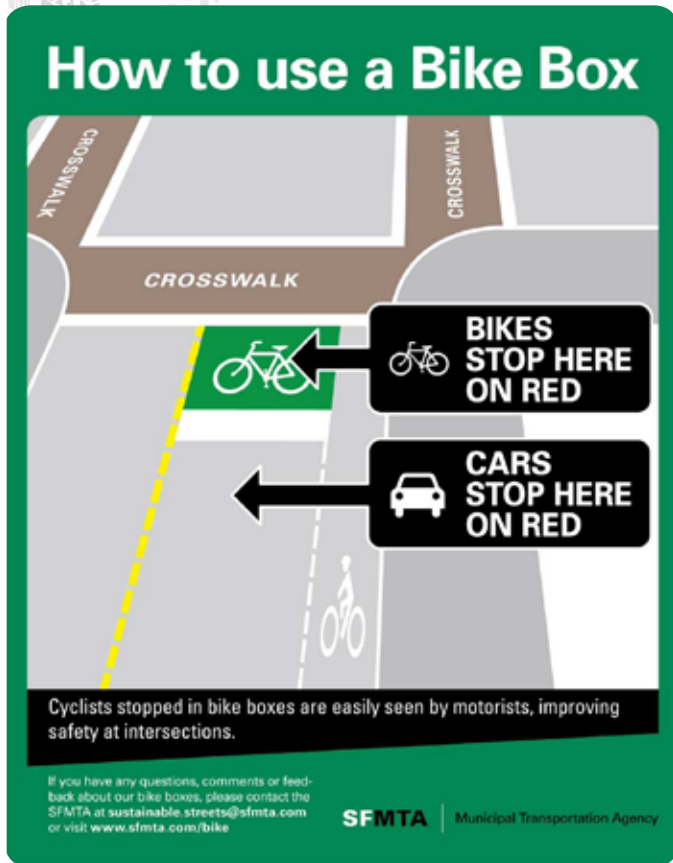
A bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists with a safe and visible way to get ahead of queuing traffic during the red signal phase. Having cyclists queued in front of motor vehicles at traffic signals eliminates the conflicts that often occur with right turning vehicles when bikes are queued to the side in a standard bike lane. They are relatively new to the United States, but are gaining popularity in places where bicycling is being strongly promoted and encouraged. The use of bike boxes may be appropriate at most signalized intersections within the cities where bike lanes or bike routes are provided. If bike boxes are used, it is recommended that they be painted green in order to alert motorists to this relatively new concept.

Typical Applications:

- At signalized intersections with high volumes of traffic, especially bicyclist left turns and motorist right turns
- Where a left turn is required to follow a designated bike route or access a shared use path

Features:

- Transverse lines used to hold queuing bicyclists, typically 10 to 16 feet deep
- Stop lines and pavement marking designating the space as a bike box
- A “No Turn on Red” sign at signalized intersections
- Color pavement recommended to encourage compliance



Bike boxes improve safety at intersections

An example of a bike box in Edmonton, Canada.



Surface Treatments and Maintenance

Roads need periodic maintenance and resealing to rejuvenate the surface and extend its useful life between major repaving operations. A common method of maintaining roadways in rural areas in Idaho is the use of a “chip seal,” which is an asphalt emulsion overlayed with a graded crushed aggregate (chip). Although this may be an effective and economical method for extending the service life of a road, it is quite detrimental to its bikeability. The surface created by typical chip seal operations is very coarse and often leaves loose aggregate that can be a safety issue for cyclists.

However, with some minor modifications to the materials and process, chip seal treatments can accommodate bicycle travel, as well as provide the needed rejuvenation and protection to the road surface. These improvements can be implemented easily and will have a significant impact on the quality of road cycling in the county. There are several options that have been used and studied for compatibility for bicycle use.

In 2012 and 2013, a series of tests of various chip sealing methods on county roads within Teton County, Wyoming, and Teton County, Idaho, was conducted by a group that consisted of representatives from Teton County, Wyoming, Road and Levee; Teton County, Idaho, Public Works; Friends of Pathways (WY); Teton Valley Trails and Pathways (ID); Wyoming Pathways; Jackson Hole Community Pathways; and several individuals and bicycle advocates. The final results and report for these tests is included in Appendix E of this report. The following are some of the initial findings from that study. It should also be noted that several of these modifications even saved money by using less materials.

Surface Treatments

Road sealed with "chip sandwich"



Shoulders without chips



1/4" chips vs.
typical chips



Applications and Features:

- Chip sealing only the vehicle travel lanes and not the shoulders is a good solution for maintaining the smooth surface for cyclists, while saving money on materials. This is ITD's standard practice for state highways within Blaine County.
- Using a 1/4" crushed aggregate in lieu of the standard 3/8" or 1/2" chips makes a difference in the ride quality of the finished surface. Chips larger than 1/2" are not recommended.
- Coating the chipped surface with a fog seal not only improves rideability but helps retain the chips on the road.
- "Chipless" seal coats (such as GSB 88) seals the surface and reintroduces binders back into the asphalt while maintaining a smooth surface for cycling. This type of application used more frequently also extends the time in which a new, more costly wearing surface is needed.
- Although more expensive, slurry seals and micro seals are excellent resurfacing alternatives for priority cycling routes if funding is available.

Bicycle Boulevards

Bicycle Boulevards are local streets that are modified to give preference to bicycle and pedestrian traffic while allowing access for local motor vehicle use. There are several locations in the cities of Blaine County that could be suitable for a transformation into a bicycle boulevard, including 4th Street in Ketchum and River Street in Hailey. This option will need further study and input from adjacent property owners to study its viability.



Bicycle Boulevard in Long Beach, CA

Typical Applications:

- Streets that have low traffic volumes (< 3,000 ADT, < 1,500 ADT preferred) and slow speeds (< 25 mph) that either exist or are established with speed and volume management techniques
- Secondary streets that are parallel to major thoroughfares, which can provide a similar level of connectivity
- Streets that are already popular bike routes

Features:

- Sign and pavement markings that designate the bike boulevard
- Speed management techniques to slow motor vehicles, such as speed humps or tables, edge islands, neighborhood traffic circles, chicanes, or reducing the speed limit
- Volume management techniques to discourage motor vehicle use such as choker entrances, channelized right-in/right-out islands, diagonal diverters, or full diverters
- Minor street crossings that give right-of-way to the bike boulevard to minimize bicyclist delay
- Major street crossing to maximize bicyclist safety
- Green infrastructure, such as stormwater bioswales and landscaping, may be provided to enhance the cyclist experience.

Separated Paved Pathways

Separated paved pathways are multi-use pathways that are physically separated from motor vehicle traffic and typically accommodate two-way travel. They can be located within the right-of-way of the adjacent roadway or within an independent right-of-way or easement, and can be parallel to the road with some separation. They are intended for a variety of users, including bicyclists, skaters, pedestrians, joggers, cross country skiers, and other non-motorized users.

Typical Applications:

- Provide short-cuts through neighborhoods and parks
- Safe alternative route parallel to busy roadways and highways
- Recreational opportunities
- Access to areas not reachable by motor vehicle

Features:

- Hard surface paving (asphalt, concrete, pavers, etc.)
- Pavement section based on the loading capacity and characteristics of the existing soils and should be capable of sustaining loads from emergency and maintenance vehicles
- 10 minimum width (12' for high volumes, sharp curves, steep grades, high speeds)

BCRD has adopted Bikeway and Path Design Standards, and in order to maintain consistency within the regional pathway system, it is recommended that all separated pathways constructed in Blaine County conform to these design standards, regardless of whether they will be adopted for ownership or maintenance by BCRD.

Intersections of Separated Pathways and Roadways

Pathway crossings come in many configurations and variables, including traffic speeds, traffic volumes, site distance, physical constraints, etc. Each intersection is unique and must be evaluated on a case by case basis. The AASHTO Guide for the Development of Bicycle Facilities is a great resource and gives recommendations for a wide variety of scenarios and configurations.

There are, however, some general guidelines that should be followed in order to provide consistency and predictability throughout the transportation system. In general, pathways crossing vehicular roadways should be signed for a pathway “stop” giving priority to vehicles traveling on the roadway. There are several reasons for this. First, although there is significant usage of the pathway system in Blaine County, in the vast majority of cases roadway volumes and speeds will exceed that of the crossing pathway and assigning right-of-way to roadway traffic will result in an overall reduction in total user delay. Secondly, and perhaps most importantly, is the fact that approaching bicyclists are often difficult to see and not anticipated by motorists. This is an unfortunate, but nevertheless a reality in the United States. Bicyclists and pedestrians should be aware of this reality and exercise responsible caution at crossings.

Idaho law is unique in regards to bicycle compliance at stop controls in that bicyclist can elect to treat stop signs as a yield situation. This allows cyclists to maintain momentum at crossings if it is safe to do so, while still encouraging caution and leaving the responsibility for yielding to roadway users.

IDAHO STATUTE 49-720. STOPPING—TURN AND STOP SIGNALS.

A person operating a bicycle or human-powered vehicle approaching a stop sign shall slow down and, if required for safety, stop before entering the intersection. After slowing to a reasonable speed or stopping, the person shall yield the right-of-way to any vehicle in the intersection or approaching on another highway so closely as to constitute an immediate hazard during the time the person is moving across or within the intersection or junction of highways, except that a person, after slowing to a reasonable speed and yielding the right-of-way if required, may cautiously make a turn or proceed through the intersection without stopping.

It should also be noted that laws pertaining to pedestrians in crosswalks apply here. Vehicles are required by law to yield to pedestrians in crosswalks at unsignalized intersections.

IDAHO STATUTE 49-702. PEDESTRIANS' RIGHT-OF-WAY IN CROSSWALKS. (1)

When traffic control signals are not in place or not in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping, if need be, to yield to a pedestrian crossing the highway within a crosswalk.

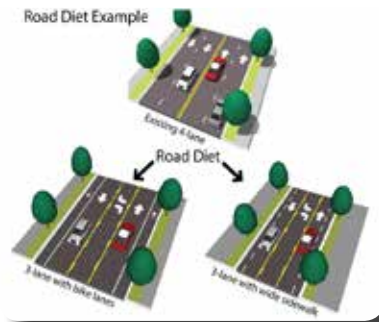
Cycle Tracks / Sidepaths

Cycle Tracks or sidepaths, increasingly referred to as protected bike ways, are a type of shared use path that runs immediately adjacent to the road. Two-way cycle tracks, which result in cyclists moving in the opposite direction of adjacent motorist traffic, are not recommended due to the inherent conflicts with motor vehicles at intersections. Drivers of motor vehicles typically do not expect bicycle traffic approaching in the opposite direction of vehicular traffic, which can lead to vehicle-bicycle collisions. There are several existing cycle tracks within Blaine County that exhibit this negative characteristic. If new cycle tracks are developed, it is recommended that they be one-way in the direction of adjacent vehicular travel and located on both sides of the road.



New two-way cycle tracks, such as this one in Sun Valley (above), are not recommended due to safety reasons. One way cycle tracks (right) are recommended.





Road diets can allow for either bike lanes or wider sidewalks (top). Ketchum's downtown Main Street sidewalks lack sufficient width (bottom);

Road Diets

A road diet is a concept involving reducing the number of lanes on a major thoroughfare through an urbanized area to promote walkability, while still accommodating efficient motor vehicle circulation. The most common scenario for a road diet is the conversion of a four lane road to a three lane configuration consisting of two travel lanes and a center “left turn” lane. The reduction of roadway width allows for increased space for bicycle and pedestrian facilities, thus transforming the street into a walkable and pedestrian oriented place. Main Street in Ketchum is an excellent candidate for this approach. Ketchum's Downtown Master Plan (2006) recommends this and gives a good synopsis of the benefits and justification for this approach.

A road diet on Main Street (SH-75) in Hailey would be more difficult, however, due to the higher traffic volumes and current five lane configuration. Studies have shown that roads with average daily traffic (ADT) greater than 20,000 vehicles will experience greater congestion after a road diet and that roads with an ADT less than 15,000 are best candidates for road diets (FHWA). The Blaine County Transportation Plan (2012) and the Hailey Transportation Master Plan (2007) both indicate ADTs on SH-75 through Hailey just below or equal to 20,000 currently and forecasted to be over 27,000.

Ketchum Road Diet

It is recommended that the additional space afforded by a road diet on Main Street through Downtown Ketchum be used for sidewalk widening and pedestrian streetscape improvements. Currently, Main Street's sidewalks are undersized considering the substantial volume of pedestrians and commercial activity on the street. Improving sidewalks here can help increase the level of activity even more.

Sufficient right-of-way width does not exist for both sidewalk widening and the addition of bike lanes along Main Street in Ketchum. Thus, it is recommended to use this space for sidewalk improvements rather than add bike lanes. Alternate routes for bicycles exist on parallel roadways one block from Main Street for cyclists wishing to pass through town or less experienced cyclists who feel uncomfortable riding in heavier traffic. Vehicular traffic speeds are slow through downtown and are easily negotiable by more experienced cyclists who will ride with traffic in the roadway. Also, parallel parking along Main Street could conflict with cyclists by car doors opening into the bike lanes.

Further study and consideration is needed before a road diet is implemented in Ketchum. Under cur-

rent traffic volumes, a road diet may have little to no impact on vehicular traffic flow but would allow for significant streetscape and pedestrian improvements. As traffic volumes increase, delays and congestion will also increase. This is true for the current four-lane configuration, as well. The Main Street Traffic Study (2010) evaluates several future scenarios. At the time of that report, several large development projects were anticipated. However, since the study was completed, most of those projects have been curtailed. It is recommended that the study be updated based on current projections and include an evaluation of Main Street in a three-lane configuration in the downtown core.

It is important for the community and its leaders to weigh the benefits of a walkable Main Street versus unimpeded vehicular traffic flow. It may be prudent to accept a lower level of service of vehicular traffic in order to realize the benefits of a vibrant walkable downtown. Also, consider that future congestion issues may be somewhat self-correcting. Congestion has a way of modifying driver behavior over time. As traffic delays increase on Main Street, many may opt toward alternative modes of transportation, ride sharing, or alternate routes into town.

Sidewalks

Sidewalks and streetscapes within downtown, neighborhoods, parks, schools, and commercial areas are an integral part of the pathway infrastructure. These areas are often the points of origination and destinations for walking and biking trips. The streetscape adjacent to commercial enterprises, especially retail and entertainment, is extremely important for the viability of these businesses. It is critical that connections be made between sidewalks and the rest of the pathways network.

Sidewalk and streetscape improvements should be in conformance with the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities. This guide presents best practices for safely and effectively accommodating pedestrians with respect to sidewalk configurations, roadway crossings, pavement markings, signage, signalization, and maintenance.

Sidewalks are primarily the realm of pedestrians and they should be given priority over bicyclists and other users. Narrow sidewalks (less than 6') in congested areas should be restricted to pedestrian use only and all other users should be restricted to walking their bicycles or other wheeled vehicles (with the exception of wheelchairs). Wider sidewalks can potentially accommodate very slow bicycle and non-motorized wheeled traffic (walking speed) under the condition that they immediately yield to all other users at all times. Signage and education is critical to maintaining a safe and enjoyable environment on the sidewalks.

It is important that sidewalk width in urbanized streetscapes is adequate to accommodate, not only pedestrian flow (pedestrian zone), but also building entrance doors (frontage zone), landscaping and furnishings (furniture zone), and car door swings from adjacent parallel parking (curb zone). As a result, a sidewalk that takes into consideration all these factors will typically need to be a minimum of 16 feet wide.

Curb zone (3 feet) + furniture zone (4 feet) + pedestrian zone (6 feet) + frontage zone (3 feet) = 16 feet

Sidewalks wider than 16 feet might be desirable where outdoor seating or event space is needed or where pedestrian volumes are high.



Zones in downtown areas



Ideal sidewalk zones and signage (left); Recently widened sidewalks in Driggs, ID, provide adequate room for sidewalk cafes, sandwich boards, and pedestrians (above).

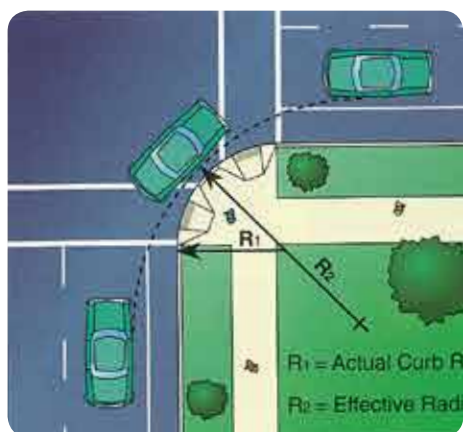
Pedestrian Crossings

Pedestrian crossing facilities should be provided at all intersections where sidewalks exist and serve as the pedestrian right-of-way across the street. All crosswalks should be designed to minimize risk to pedestrians and provide accessibility for those with disabilities.

At a minimum, crosswalks should be of 6 feet wide and painted with “ladder type” markings for increased visibility. ADA compliant curb ramps should be provided at all crossings and should be aligned with the crosswalk (vs. diagonal to the cross streets as on Main Street in Hailey). This type shortens the crossing distance and helps align the visually impaired with the opposite side of the street. Crosswalks at signalized intersections within the cities should include pedestrian signals, as well, and should be synchronized with other signals to minimize wait time. Excessive wait times encourage non-compliance by pedestrians.

Additional guidelines provided by the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities should be used to evaluate and guide pedestrian crossing and facility design within Blaine County.

Illustration of effective turning radius.



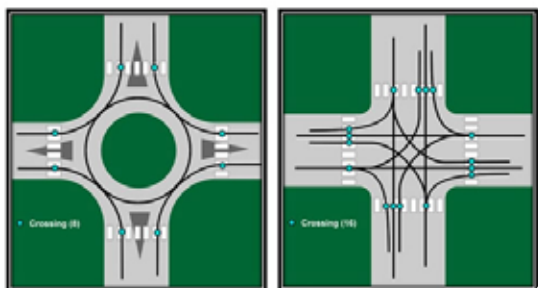
Intersection Configuration

Intersection configuration should take into consideration pedestrian traffic. In general, curb radii should be as small as possible (10 feet to 15 feet), while providing for the needs of the largest vehicle anticipated. Larger radius corners allow vehicles to take the turn at a higher speed and also increases the distance that pedestrians have to walk. It should be noted that the actual “effective turning radius” of an intersection is greater than the actual radius of the constructed curb, especially where parallel parking or bike lanes exist on adjoining streets. In addition, if it is a local street, it may be preferable to allow infrequent large vehicles to turn into an opposing lane instead of creating an unnecessarily large street corner radius.

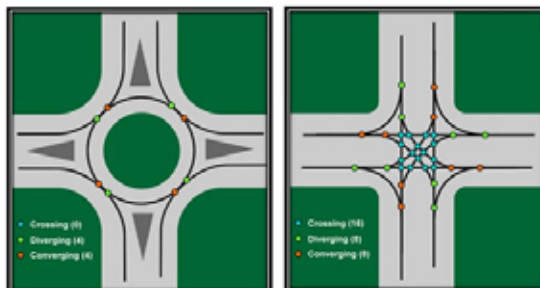
Roundabouts

A modern roundabout is a compact one-way, circular intersection with low traffic speeds. Correctly designed roundabouts can help improve safety for pedestrians and cyclists at intersections. Studies have shown that roundabouts have 30 to 40 percent fewer pedestrian injuries or fatalities than traditional four way intersections (PWR, 2013). This is primarily due to the 75 percent reduction in conflict points, reduced driver speeds, and shorter crossing distances. Roundabouts can also be aesthetic features with public art or landscaping in the middle island, which also serves as a safety feature by alerting drivers that a roundabout intersection is ahead.

Pedestrian Conflict Points



Vehicle Conflict Points



Well designed roundabouts are safer for pedestrians and cyclists due to slower vehicle speeds and fewer conflict points. (FHWA, 2013)

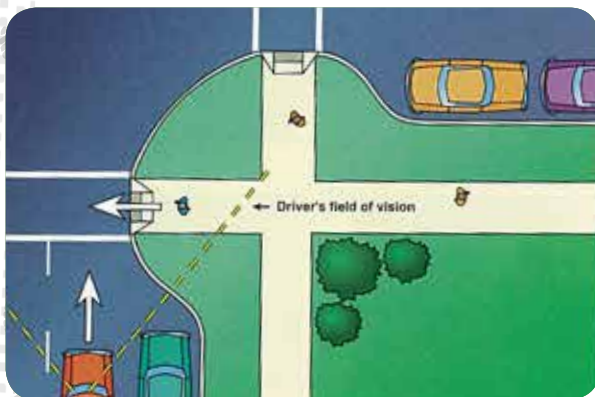
Curb Extensions

Curb extensions or “bump outs” are an effective means of reducing the crossing distance for pedestrians on streets with parking. Curb extensions also serve to improve sight lines, create landings and waiting areas for pedestrians, and prevent parked cars from encroaching into intersections. Increased visibility of pedestrians on extended curbs significantly reduces the number of vehicles that pass a waiting pedestrian before yielding (Johnson, 2005).

Typically, curb extension standards extend out to the width of the parking lane. This can cause safety issues for bicyclists, where no bike lane is provided, by potentially forcing the cyclists to merge into traffic at the intersection to avoid the gutter of the curb extension. It is believed that this scenario contributed to a recent fatal accident at the intersection of Main and 4th Street in Ketchum. A better design would be to construct the extension approximately 3 feet shorter than the width of the parking lane where no bike lane is provided to allow cyclists to remain to the right of vehicles in the travel lane.

Curb extensions can also make snow plowing more difficult. The use of a “rolled curb” on the extension can alleviate this issue and reduce damage to the curb from plowing operations.

Mid-block Crossings



Curb extensions (left) and example photo (right).

Mid-block crossings can be used where intersections are placed far apart and substantial pedestrian crossings are anticipated. These crossings require special treatments because they are not typically expected by motorists.

In general, the simplest but least effective means of indicating a mid-block crossing are warning signs, flashing warning lights, and high-visibility crosswalk markings. Steps up in crossing safety are raised medians or pedestrian refuges in multilane roads, and curb extensions to shorten crossing distance. The most effective measure is a pedestrian activated High intensity Activated Cross Walk (HAWK) signal where driver compliance rises to almost 100 percent. This approach is best for high-volume or high-speed road where there are few gaps in traffic and should only be used at a marked crosswalk.

The MUTCD and the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities outlines additional measures that should be followed regarding the application, configuration, marking, signage, and signalization for various crossing scenarios.

Bicycle Parking Facilities



Pedestrian activated HAWK signals are safest for pedestrians.

Bicycle racks and designated bicycle parking areas contribute to an orderly appearance of sidewalks, streetscapes, and building sites, and keep bicycles from interfering with the flow and accessibility of sidewalks and pathways. In addition, properly designed racks provide a means for securing bicycles and help prevent theft. There are an unlimited number of design options for racks from simple, production models, like the standard “inverted U,” to very unique artistic designs. Unique rack designs can help brand the identity of a place and show that bicycling is a meaningful part of the community’s culture. However, artistic designs should still function well and provide convenient and secure bike parking.

In general, any bicycle rack should be constructed out of sturdy material, fixed to the ground or other permanent structure, should support the bicycle at two points above its center of gravity, and have a loop or other feature that can accommodate a standard cable or “U” lock. Covered bike racks are especially useful in places such as Blaine County where cyclists can be undaunted by inclement weather.

Guidelines:

- Support the bike at two points above the center of gravity
- Accommodates high security U-shaped bike locks and locks securing the frame and one or both wheels
- Provides a minimum of 3 feet between spaces so that bikes do not interfere with each other
- Does not contain protruding elements or sharp edges
- Does not bend wheels or damage other bike parts
- Does not make the user lift the bicycle off the ground

Wayfinding / Signage

Sample bike racks that provide two points to secure bikes (below); indoor, year-round bike parking in Denver CO (right).



Bicycle route and guide signs are intended to help bicyclists navigate through the pathways network from important origins to major destinations and designating continuous routes that may be comprised of several different types of facilities (bike lane, separated pathway, shared road, etc.). Clear, visible, and understandable signage is important to establishing bicycle routes and encouraging use of the routes by residents and visitors. It is especially important in areas like the Wood River Valley that have a large number of tourists and visitors.

Guide signs should be placed at pathway intersections, road crossings, and where the pathway facility type changes along the route. Standard bike route signs such as the “D” series signs in The Manual of Uniform Traffic Control Devices (MUTCD) are universally recognizable and can include helpful directional and distance information to destinations. In addition to the standard MUTCD signage, a unique, artistic logo can be added to pathway signage to help brand and promote the area pathways system.

It is recommended that bike route signs include destination information, such as “To Downtown” or “To the Wood River Trail,” to help orient users and that the number of designated destinations be kept to a minimum in order to simplify navigation. Downtowns should be the central hub of the bike routes and guide signs should indicate directions to and from downtown to other destinations.

Additional guidelines for placement and design of signage are included in the AASHTO Guide for Planning, Design, and Operation of Bicycle Facilities and MUTCD.



Wayfinding in Boulder, CO, (left) and exist wayfinding in Ketchum (right).

Snow Biking

Snow biking on “fat” bikes is an increasingly popular sport and transportation option during the winter in Blaine County and other destination ski resorts in the West. Fat bikes have wide, tires run with low pressure to give enough floatation and traction to travel over snow.

Ideally, snow biking would occur on designated snow biking trails within the National Forest, which are more fun for the snow bikers and avoids any user conflicts with nordic skiers. However, if snow bikers are using groomed nordic trails, such as the WRT, the following are best practices that should be used.

Recommended best practices for snow biking on groomed Nordic trails, snowmobile trails, and backcountry trails were developed by Grand Targhee Resort, Teton Valley Trails and Pathways, and IMBA. Snow bikers should be educated on these best practices using signage, brochures, and online media.

Groomed Nordic Trails

- Only ride at ski areas that allow and encourage biking.
- Yield to all other users when riding. Skiers don't have brakes but you do!
- Ride on the firmest part of the track.
- Do not ride on or in the classic tracks.
- Leave room for skiers to pass (don't ride side-by-side with all of your buddies blocking the full trail).
- Allow the track time to set up after grooming and before riding.
- Respect alternate-use days for bikers and skiers.
- Some areas require riding only a purpose-built fat bike, not any old mountain bike. There may be a minimum tire tread width.
- Be an ambassador for the sport: stay polite, educate other riders, discourage bad behavior, and follow the rules.
- Help out and get involved by joining your local nordic club.
- Consider donating money for trail grooming.

Snowmobile Trails

- When riding on snowmobile trails, use a front white blinker and rear red blinker at all times. Wear reflective material on both the front and rear of your body.
- Stay to the far right of the trail and yield to snowmobiles.
- Know and obey the rules of your local land manager. Understand that some trails may be on private property and might not be open to alternative uses.
- Be prepared. Winter travel in the backcountry requires carrying proper gear and dressing properly. Be self-sufficient!
- Use extreme caution when riding at night. Be visible and use the brightest lights you can find.
- Be friendly! Fat bikers are the newest trail users. Be courteous and open to suggestions from snowmobile riders.
- Help out by supporting your local snowmobile club.
- Consider donating to trail grooming and maintenance efforts.

Natural Terrain and in the Backcountry

In the right conditions, a fat bike can be the ultimate winter backcountry travel tool. Frozen conditions and minimal snow coverage (1-5 inches) means access to areas that are impassible during the warmer months. But just because you can ride somewhere, doesn't mean you should. Be aware and be prepared.

- **Do not trespass!** Know whether or not you are on private property. Obey ALL land manager rules. Some land parcels are closed to bikes whether you are riding on a trail or not.
- **Do not ride through sensitive wildlife habitats.** This may be especially important on beaches or in places where animals hibernate. Learn about the area you want to ride in before you ride there.
- **Do not disturb wildlife.** Many species survive on minimal diets during winter. Stressors or the need to move quickly can deplete their energy stores.
- **Learn safe ice travel.** Riding on frozen water can be extremely dangerous. Is the ice thick enough to support you? Take ice fishing picks and a length of rope when riding on lakes and rivers.
- **Understand changing conditions.** New snowfall or warming temperatures can make the return trip much more difficult. Tire tracks can be covered, hard snow can turn to slush, rivers can start to melt. Always know the forecast and be aware of how changing conditions might alter the safe passage of your route.
- **Be prepared.** Carry provisions in case you have to stay out longer than planned.
- **Let people know.** Make sure someone else knows where you are going, when you left, and when you expect to return.
- **Learn to share.** Be aware that your tracks might attract other riders. Understand that "your" route might not remain a secret for long.



Snow biking should only be done when conditions are right and the bike leaves less than 1" depression.



Chapter 5

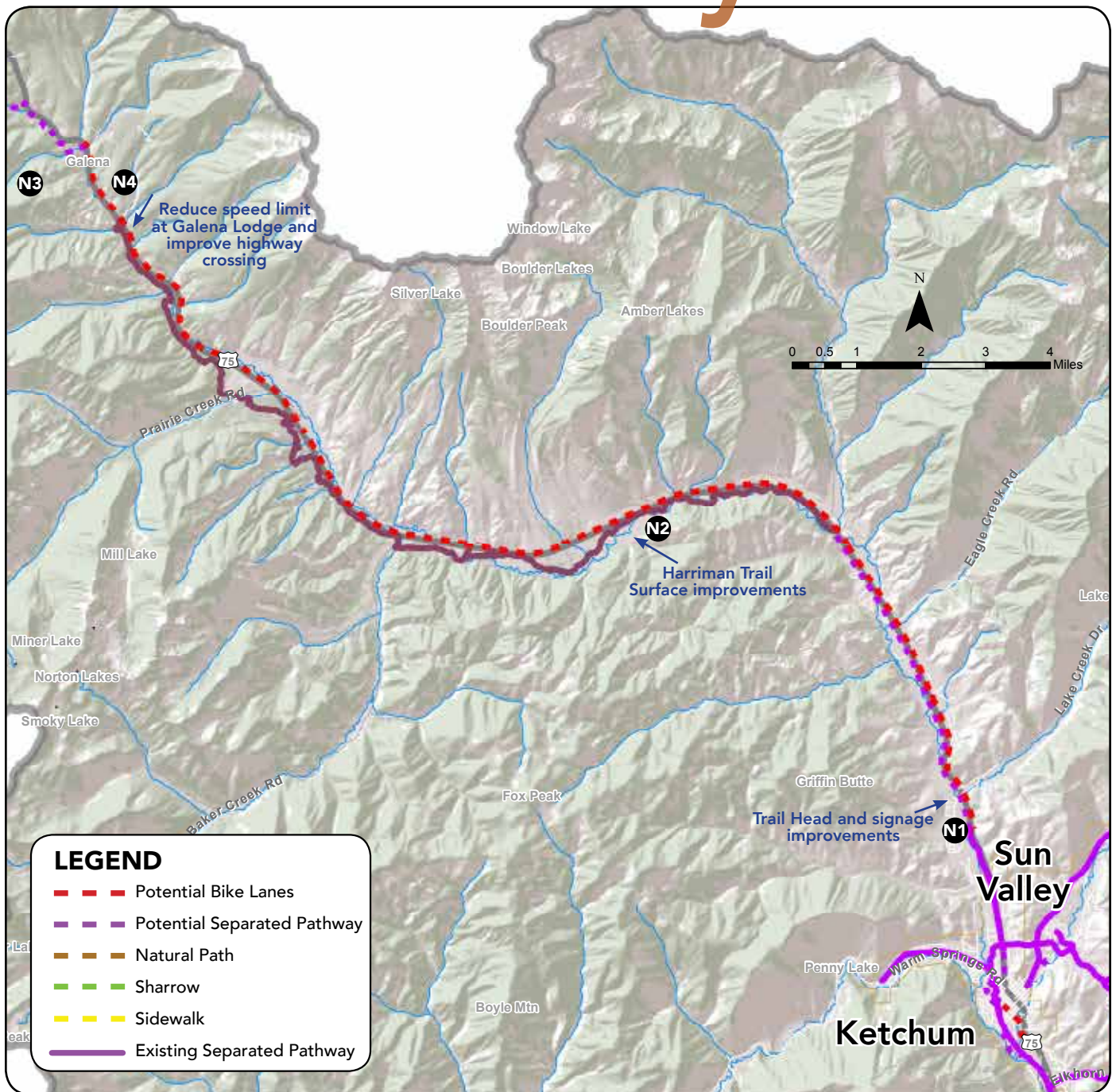
THE PLAN

5.1 PROJECTS AND MAPS

The Master Plan for the development of future bicycle and pedestrian facilities was created through the outreach efforts of this planning process and site analysis by the consultant. The types of projects range from small improvements or connections that could be easily accomplished to large undertakings that seem almost out of reach. In many cases, alternatives are presented for initial, short term solutions, as well as ultimate, longer term improvements.

The projects described here are organized according to their location within Blaine County and are not listed in order of priority. This is by no means an exhaustive list of all potential and worthy projects but is intended to be a starting point for further evaluation. The projects listed here are general in nature and most will require additional study for feasibility, right-of-ways acquisition, funding, plan approvals, final design, etc. The maps include general locations for identified projects and may not show exact locations of all projects.

North Valley



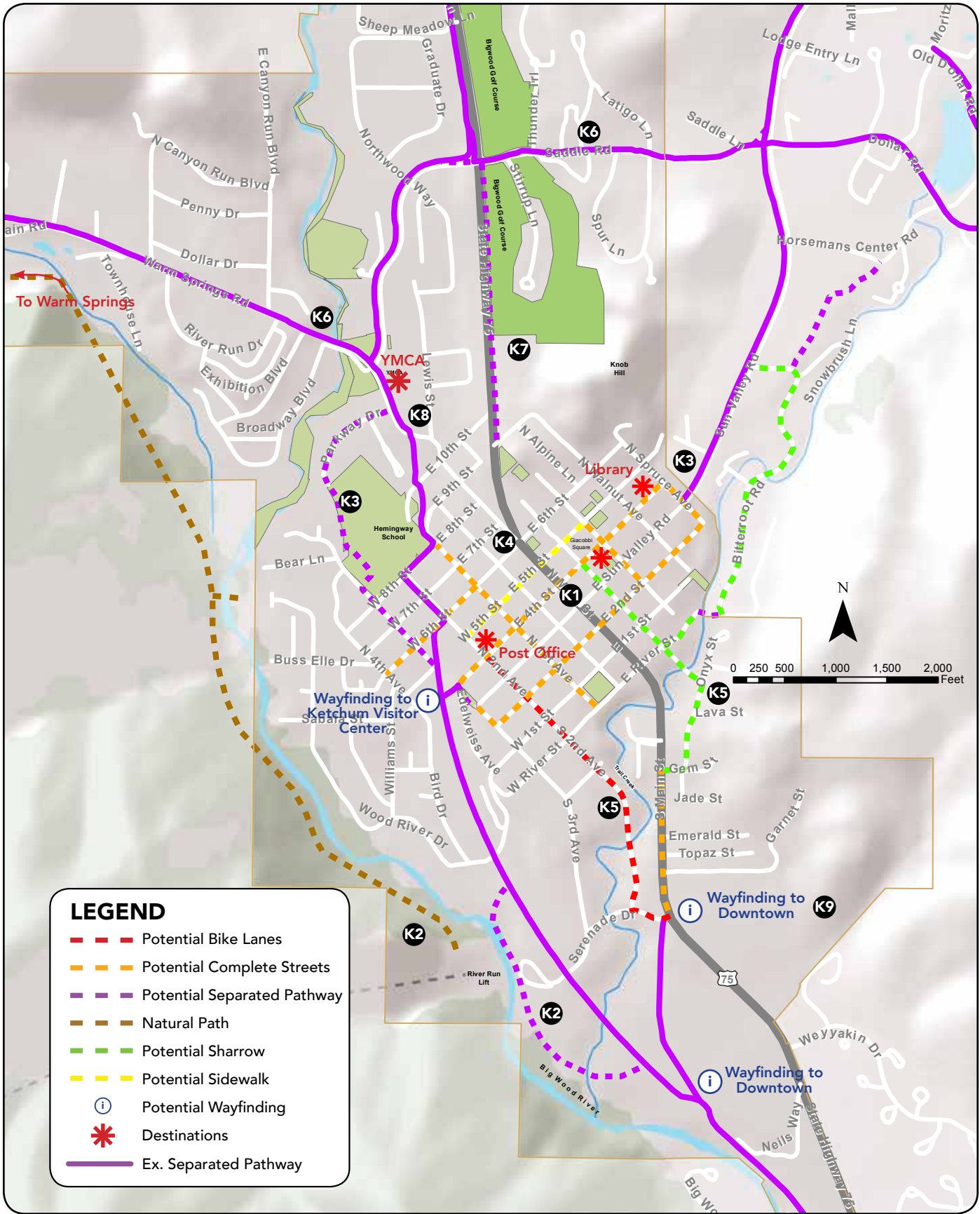
BASE MAP COURTESY OF BLAINE COUNTY GIS



North Valley Projects

- **N1 – Connect Wood River Trail (WRT) to Harriman Trail with Separated Pathway**
 - o **Current Conditions:** The WRT terminates at Hulen Meadows and the Harriman Trail begins at the Sawtooth National Recreation Area (SNRA) and continues north to Galena Lodge. The only way a cyclist or pedestrian can currently connect these trails is via the shoulder of State Highway 75.
 - o **Improvements:** Construct a separated, paved multi-use pathway from the north end of the WRT at Hulen Meadows to the south end of the Harriman Trail at the SNRA. This would provide a safe and desirable connection for cyclists between these two excellent amenities.
- **N2 – Improve Surface of Harriman Trail**
 - o **Current Conditions:** Many portions of the Harriman Trail are unridable in the summer due to soft or cobbled surfaces. This route is likely to become even more popular with the future biking trails planned near Galena Lodge.
 - o **Initial Improvements:** Improve the surface of the trail with graded crushed aggregate to provide a smoother and firmer all-weather surface that would accommodate travel by medium to fat tired bicycles.
 - o **Ultimate Improvements:** Pave with asphalt to provide a safe and pleasing alternative connection from the SNRA to Galena Lodge.
- **N3 – Biking Improvements over Galena Summit**
 - o **Current Conditions:** State Highway 75 over Galena Summit is a narrow and winding road that is popular with road cyclists that ride to Galena Lodge and beyond. The Sawtooth Relay brings 100 plus runners over Galena Summit and into Ketchum. It is also heavily travelled by tourists in motor vehicles and recreational vehicles that creates a safety issue for cyclists.
 - o **Initial Improvements:** This project entails restriping the roadway to narrower travel lanes (11 feet) and providing a wider shoulder (2-4 feet) for uphill travel for road cyclists. Add shared road downhill signage and/or sharrows for downhill cyclists to share the travel lane with motorists.
 - o **Ultimate Improvements:** Construct a separated, paved pathway over Galena Summit along the old road grade.
- **N4 – Improvements around Galena Lodge**
 - o **Current Conditions:** Galena Lodge is a popular destination for bikers and skiers. Trails are located on both sides of the highway causing bikers and skiers to cross the highway. During the winter, skiers park along the highway.
 - o **Improvements:** Reduce the speed limit along the highway in the vicinity of Galena Lodge. Add signage warning of pedestrian crossing. Add official parking area for winter use.

Ketchum





Ketchum Area Projects

• K1 - 4th Street Safety Improvements

o **Current Conditions:** 4th Street is heavily used by pedestrians and has been recently improved with substantial bicycle and pedestrian improvements. Conflicts between pedestrians, bicyclists, and motor vehicles still exist, especially at the intersection of Main Street (Hwy. 75).

o **Initial Improvements:** Close 4th Street to motor vehicles for each half block on either side of Main Street to reduce intersection conflicts.

o **Ultimate Improvements:** Improve pedestrian safety at the intersection with State Highway 75 by installing a pedestrian HAWK signal that is synchronized with other signals on Main Street.

• K2 - River Run Connections

o **Current Conditions:** River Run and Warm Springs are the two base areas for Sun Valley Ski Resort. River Run to Warm Springs over Baldy is a popular mountain bike ride. Pedestrian and bicycle travel from Warm Springs is circuitous along Warm Springs Road and through Ketchum. Also, the WRT bypasses the River Run Base without a good connection to the River Run Lodge and base facilities.

o **Improvements:** Construct a natural surface trail between River Run and Warm Springs on the west side of the Big Wood River and construct a new side loop paved, separated pathway to connect to the River Run base.

• K3 - Pathway Routing Improvements in Downtown

o **Current Conditions:** The WRT through west and north Ketchum is circuitous and ambiguous. Connections to downtown and east Ketchum are undefined. The bike path along Sun Valley Road entering downtown makes a sharp right turn onto 4th that is easily missed, sending cyclists down a busy road with no bike lanes.

o **Improvements:** Study alternative routes for the WRT through town to the YMCA and construct a new pathway segment, possibly through the ball field complex. Study alternative routes for the WRT near the church along Sun Valley Road. Clarify bike routes to downtown and east Ketchum with bike improvements and signage.

• K4 - Downtown Sidewalks - Complete Streets

o **Existing Conditions:** Many city streets lack sidewalks and bike facilities and adequately serve only motor vehicle circulation and parking. The sidewalk on Main Street does not have adequate clear travel way for pedestrians. Connecting sidewalks at the Hospital Drive/SH-75 intersection are important for safety.

o **Improvements:** Study street configurations, construct missing links in sidewalks, stripe bike lanes or sharrows, designate preferred bike routes and possibly reconfigure parking on city streets. Reduce lanes on Main Street (SH-75) from four lanes to three lanes.

• K5 - Alternate Routes to Downtown

o **Current Condition:** Bicycle access to downtown from the south edge of town at Serenade Drive is undefined and potentially unsafe along State Highway 75.

o **Improvements:** Improve and designate alternate routes to Downtown via 2nd Avenue and Leadville Avenue and add bike lanes or sharrows where appropriate. Improve bicycle and pedestrian infrastructure along State Highway 75 between Serenade Drive and Gem Street.

- **K6 - Sight Distance Improvements**

- o **Current Conditions:** Hazardous conditions exist at several intersections along Saddle Road and Warm Springs Road where sight distance to pathway users is impaired.
- o **Improvements:** Remove or modify obstructions or re-route pathways or roadways to resolve sight line issues.

- **K7 - Separated Path Saddle Road to Knob Hill**

- o **Current Condition:** This route between downtown and Saddle Road currently forces riders to ride along the highway.
- o **Improvements:** Construct a separated, paved path from Saddle Road to Knob Hill.

- **K8 - Warm Springs Road Improvements**

- o **Current Conditions:** Warm Springs Road is heavily travelled by motorists, cyclists, and pedestrians. A paved, two-way cycle track exists on the north side that has sight line obstructions at some intersections, as well as the inherent safety issues of a two-way cycle track where motorists are not expecting cyclists traveling in the opposite direction of traffic. There are numerous private accesses to adjacent properties.
- o **Initial Improvements:** Clear sight line obstructions within the right-of-way where possible. Re-align and improve pedestrian crossing at 10th Street.
- o **Ultimate Improvements:** Re-construct Warm Springs Road as a complete street with bicycle and pedestrian facilities on both sides of the road.

- **K9 - Wayfinding**

- o **Current Conditions:** There is some wayfinding along the WRT, but it is currently inadequate to direct visitors who are unfamiliar with the area. Some of the wayfinding is inaccurate.
- o **Improvements:** Add signage at street crossings along the WRT indicating street names, correct misleading information on existing signage, and add signage designating preferred pedestrian and bicycle routes to and from Downtown and the WRT.

Sun Valley Area Projects

- **SV1 – Trail Creek Path Improvements**

- o **Current Conditions:** The surface of the separated path along Trail Creek Road is in very poor condition with rutting, heaving, and cracking. The poor condition discourages cyclists from using the path and forces them to use the roadway, which does not have an adequate shoulder and causes safety issues.
- o **Improvements:** Reconstruct and improve the surface of the existing separated path along Trail Creek Road.

- **SV2 – Trail Creek Path to Boundary Campground**

- o **Current Condition:** The separated pathway along Trail Creek Road terminates south of the Boundary Creek Campground which is a popular destination for trail riding.
- o **Improvements:** Continue the paved, separated path from the end of the existing path to Boundary Creek Campground.

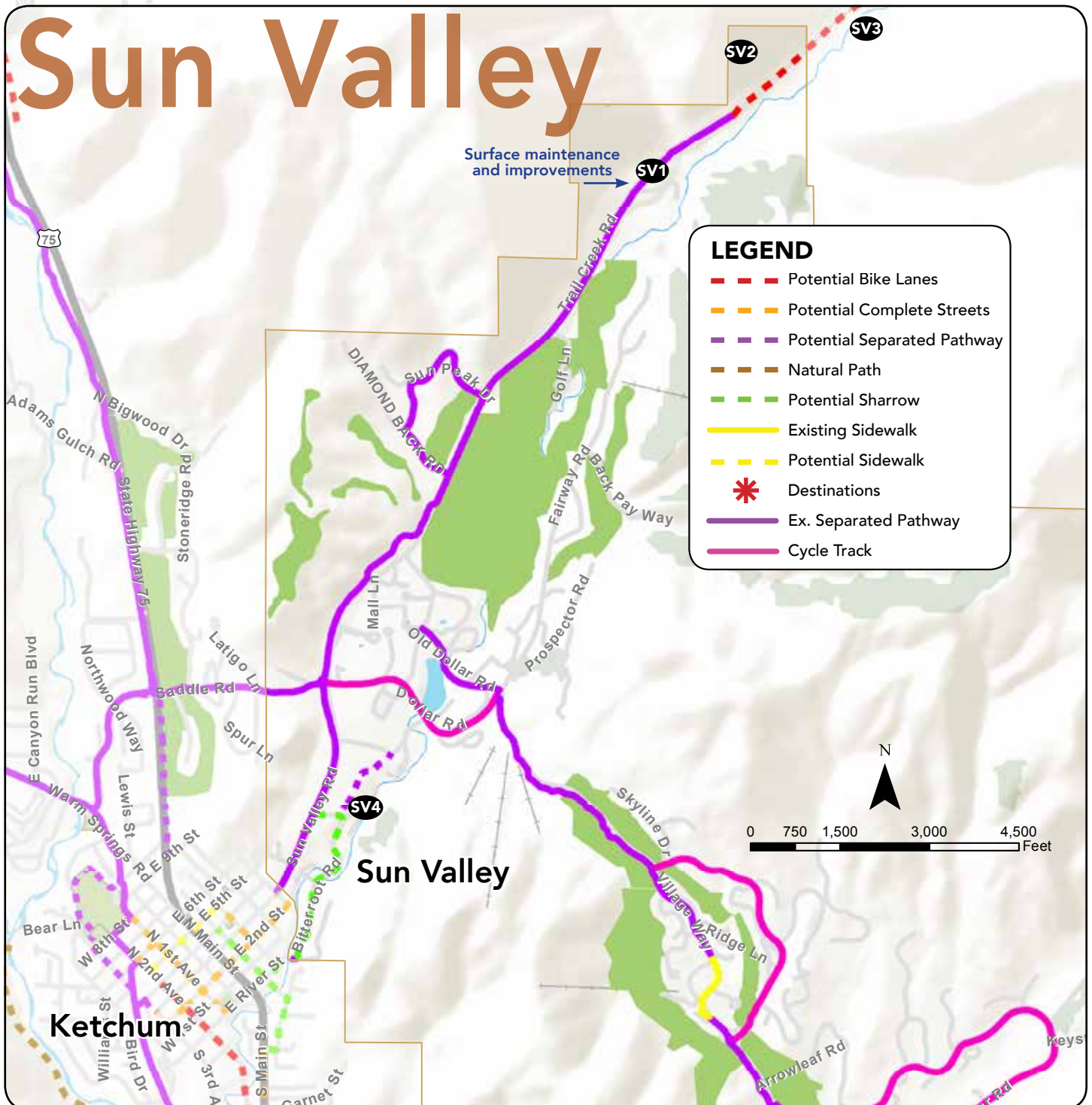
- **SV3 - Boundary Campground to base of Trail Creek Pass**

- o **Current Conditions:** Trail Creek Road to the base of Trail Creek Pass or the end of the pavement from Boundary Creek Campground is narrow. This is a popular road cycling route with regular group rides using this as an out-and-back ride.
- o **Improvements:** Widen shoulder from Boundary Creek Campground to the base of Trail Creek Pass or the end of the pavement and stripe lane lines. Use recommended surface treatments per chapter 4.2.

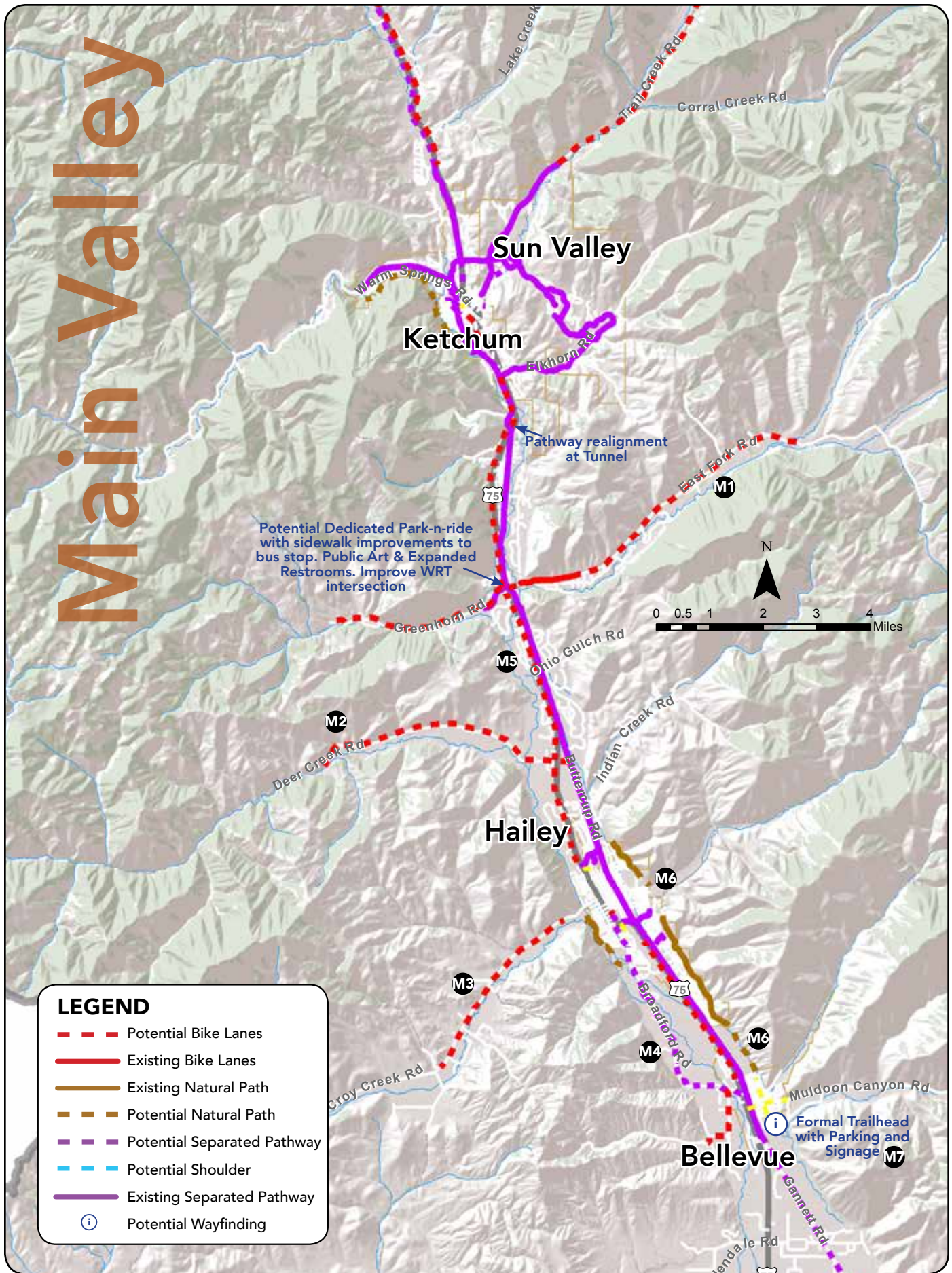
• **SV4 - Bitterroot/Gopher Gulch Connection**

o **Current Conditions:** No connection exists between Bitterroot Road and Horseman's Center Road near the Community School. With a planned middle school addition to the Community School, this connection will become more important.

o **Improvements:** Construct a separated pathway from Bitterroot Road to Horseman's Center Road to connect to the Community School.



Main Valley





Main Valley Area Projects

- **M1 – East Fork Bike Lanes and Intersection Improvements**

- o **Current Conditions:** The bike lanes along East Fork Road end a short distance from State Highway 75 and then continue up East Fork for approximately six miles. This is a popular road bike ride. Also, the WRT is braided at the intersection of East Fork Road creating multiple crossings. The parking area is being used as a de-facto park-n-ride facility for the bus stop.

- o **Improvements:** Stripe and sign bike lanes and widen shoulder where needed to accommodate bike lanes to end of pavement and connect WRT to existing bike path on west end of Eastfork Rd. Abandon unnecessary pathway segments to eliminate multiple crossings just east of the intersection with the highway. Improve restroom facilities, add a designated parking lot to serve the bus stop and construct a sidewalk from the parking lot to the bus stop.

- **M2 – Deer Creek Road Separated Pathway and Underpass**

- o **Current Conditions:** Deer Creek Road lies on the west side of State Highway 75 and accesses a residential area.

- o **Improvements:** Connect Deer Creek road to the WRT via a separated path and underpass under State Highway 75. Add bike lanes along Deer Creek to connect to recreational trails.

- **M3 – Croy Creek Road Improvements**

- o **Current Conditions:** Croy Creek Road connects the City of Hailey to popular recreational trailheads and parks west of town. The road is narrow.

- o **Initial Improvements:** Re-stripe roadway with narrower travel lanes to create a bike shoulder.

- o **Ultimate Improvements:** Widen road where required to facilitate continuous bike lanes to trailheads.

- **M4 – Broadford Road Improvements**

- o **Current Conditions:** Broadford Road is a popular walking and biking route that has easy access from residential areas and can be part of a loop from Hailey to Bellevue. The road is narrow and has a rough chip seal surface. A short separated pathway spur exists along the north end of Broadford.

- o **Initial Improvements:** Improve road surface on shoulders and stripe bike shoulders.

- o **Ultimate Improvements:** Construct a contiguous separated pathway parallel to the road from Hailey to Bellevue.

- **M5 – Bike Lanes along SH-75**

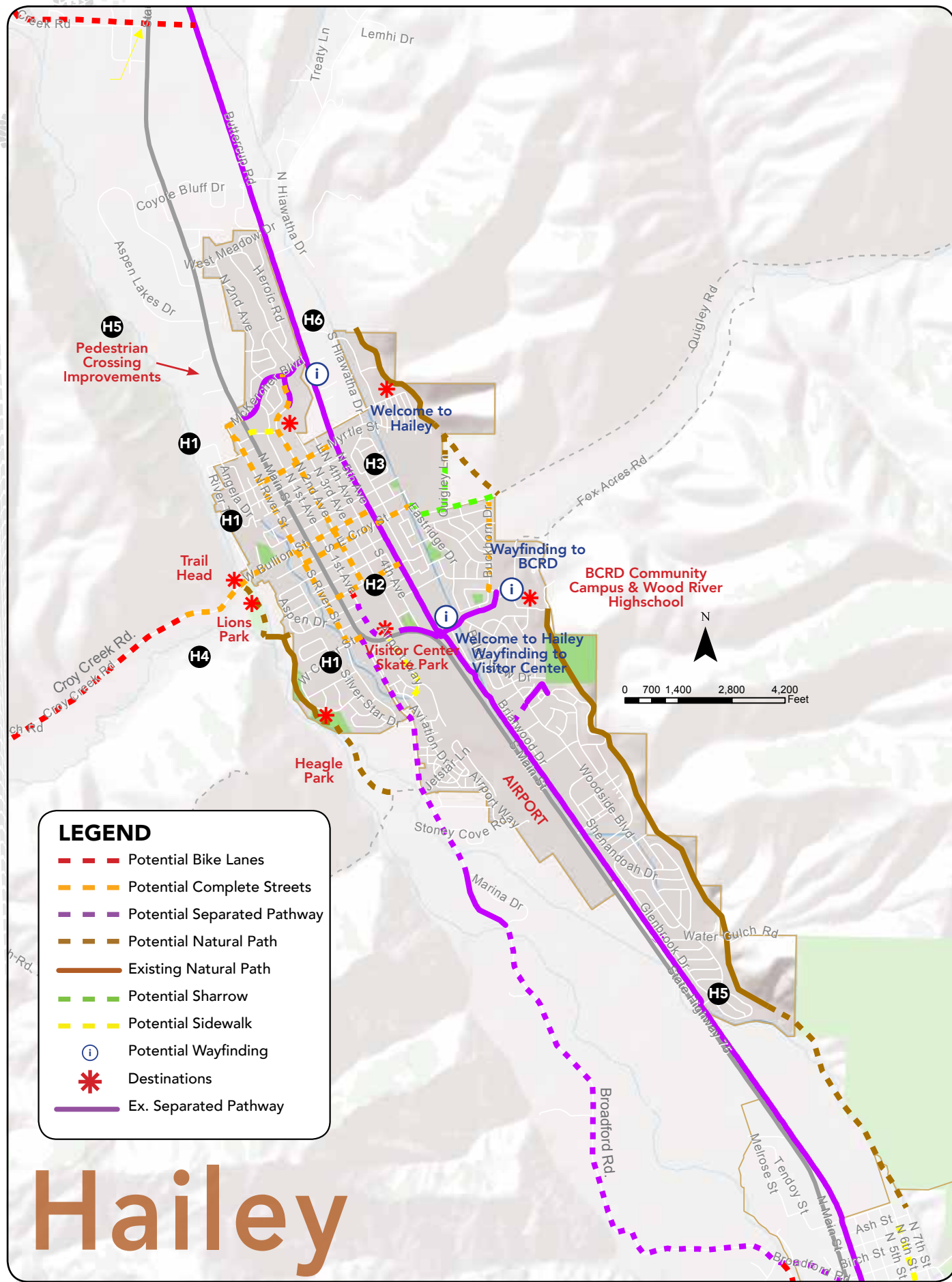
- o **Current Conditions:** State Highway 75 is being reconstructed south of Ketchum and most of the highway has adequate shoulders. Many skilled road cyclists use the highway instead of the WRT for recreational rides, and the amount of use is increasing. Additionally, many year-round commuters must ride along SH-75 during the winter when the WRT is being groomed for nordic skiing.

- o **Improvements:** Designate with painting and signage bike lanes along the highway. Widen the shoulder where necessary to provide the minimum bike lane width. There are some user conflicts between fast and slow riders on the bike path.

- **M6 – “Toe of the Hill Trail” connection between Hailey and Bellevue**
 - o **Current Conditions:** A natural surface single track trail exists between Hailey and Bellevue but has some large missing segments.
 - o **Improvements:** Construct missing trail segments to Quigley and Bellevue and improve existing trail where needed.
- **M7 – Wayfinding and Amenities**
 - o **Current Conditions:** Limited signage exists along the WRT to orient pathway users to major road crossings and destinations.
 - o **Improvements:** Add signage indicating road names at pathway crossings within cities, “you are here” information, and add signage and maps to popular destinations (cities, recreational amenities, visitor center, etc). Add parking and trail head signage at the ends of the WRT in Bellevue and Hulen Meadow.

Hailey Area Projects

- **H1 - Roundabouts**
 - o **Current Conditions:** River Street runs parallel to Main Street (State Highway 75) and has a mix of residential and commercial land uses. Pedestrian and bicycle facilities in this area are spotty or non-existent. This corridor has been identified as a potential alternate pedestrian/bike route through town, in lieu of the State Highway.
 - o **Initial Improvements:** Improve sidewalks and delineate bike lanes along River Street.
 - o **Ultimate Improvements:** Construct “neighborhood scale” traffic circles at major intersections along River Street, West Cedar Street, and Silver Star Drive to calm traffic and create a bike boulevard along River Street.
- **H2 – Connections to the Visitor Center and Rodeo Park (Skate Park)**
 - o **Current Conditions:** Rodeo Park is a popular destination (especially for kids) but lacks safe connectivity to neighborhoods and the WRT. The new Visitor Center is hard for visitors to find from the WRT.
 - o **Improvements:** Construct separated pathway connections to adjacent neighborhoods to the north and the WRT to the east.
- **H3 – Downtown Sidewalks - Complete Streets**
 - o **Current Conditions:** Many streets within Hailey lack sidewalks and bike lanes. Neighborhood street edges are undefined and street parking is arbitrary. Although historic town site sidewalks are a significant asset, the old Hailey area east of the highway lacks stop signs at many intersections posing a safety hazard and sidewalks are very far from the road due to wide right-of-ways.
 - o **Initial Improvements:** Install a minimum of two stop or yield signs at all intersections in Hailey east of the highway to increase safety for cyclists, pedestrians, and motorists. Consider placement that allows for one primary north-south thoroughfare and one east-west thoroughfare to minimize the disruption of traffic flow.
 - o **Ultimate Improvements:** Accommodate pedestrian and bicycle circulation with sidewalks and bike lanes on city streets. Priority Streets include River Street, 2nd Avenue, Airport Way, Aviation Drive, Myrtle Street, Bullion Street, Croy Street, and Elm Street. Connect walks in old Hailey area and place new walks closer to the road to create a meandering system. Utilize existing sidewalk infrastructure to the greatest extent possible.



- **H4 – Connections to Trails and Parks**

- o **Current conditions:** Abundant public land is adjacent to the City of Hailey and many recreational trailheads and parks are accessible from town. Pedestrian and bicycle connections to some of these amenities are informal and undefined.

- o **Improvements:** Improve bicycle and pedestrian infrastructure to adjacent parks and public lands, including Croy Creek Road, Quigley Road, Colorado Gulch, Toe of the Hill Trail, Cutter's Trail, Lions Park, Heagle Park, and Hop Porter Park. Improvements include constructing sidewalks and adding bike lanes or bike shoulders.

- **H5 – Safe Routes to School Improvements**

- o **Current Conditions:** Some common walking and biking routes to schools are in need of safety improvements.

- o **Improvements:** Implement safety improvements on Glenbrook Drive to WRT (make connection with separated path), the pedestrian crossing of State Highway 75 near Albertsons (HAWK signal), and Myrtle Street between 2nd Street and the WRT (add sidewalks).

- **H6 – Wayfinding**

- o **Current Conditions:** Limited signage exists along the WRT to orient pathway users to downtown streets and popular destinations.

- o **Improvements:** Add signage indicating road names at pathway crossings within Hailey and Bellevue and gateway signage at entrance to cities. Add signage and maps to popular destinations (downtown, parks, schools, recreational amenities, etc).

South Valley Area Projects

- **S1 – Roundabout at Gannett Road and Sate Highway 75**

- o **Current Condition:** This intersection has a sharply angled approach and is confusing, which can cause safety issues for motorists and cyclists.

- o **Improvements:** Re-align intersection and construct a roundabout to improve safety and create a gateway into Bellevue.

- **S2 – WRT and Street intersection improvements in Bellevue**

- o **Current Condition:** The WRT splits the N. 2nd Street in Bellevue with south bound traffic located on the west side of the bike path and north bound traffic located on the east side. This results in confusing intersections.

- o **Improvements:** Add better signage and striping, warning motorists of the location of the bike path. Better separation of the bike path from the road with vertical barriers.

- **S3 – Gannett Road Improvements**

- o **Current Conditions:** There is very little development between Bellevue and Gannett. Gannett Road, however, is a popular road bike ride for adventurous, long distance cyclists riding to Gannett, Carey, and other loops in the south county.

- o **Initial Improvements:** Stripe bike lanes and widen shoulders where necessary. Use road surface and maintenance recommendations from chapter 4.2.

- o **Ultimate Improvements:** Construct a paved separated pathway on the east side of the road along the old railroad bed. If more development occurs along Gannett Road in the future, this may become a more critical link to Bellevue and the WRT. Contributions to the cost of building a separated pathway could be included in development proposals.

- **S4 – South WRT Terminus and Extention to Carey**

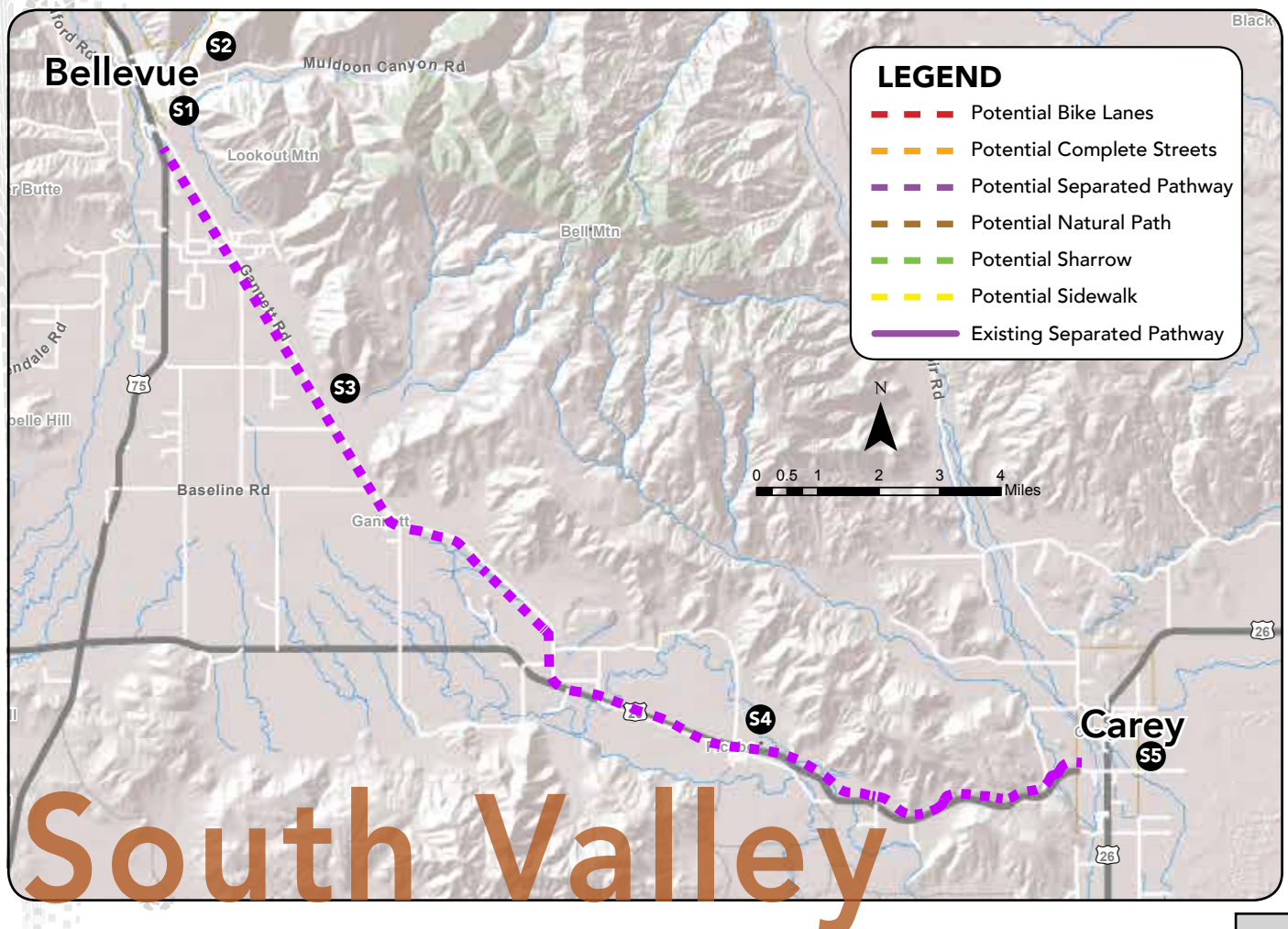
- o **Current Condition:** The WRT ends in Bellevue and there is no connection to the south-eastern portion of the county via pathways.

- o **Improvements:** Improve the current terminus of the WRT at Gannett Road to include a parking area and signage. When demand warrants, construct a separated path from the end of Gannett Road to Carey along the north side of the highway.

- **S5 – City of Carey Pathway Connectivity**

- o **Current Conditions:** Few pathway amenities exist within Carey.

- o **Improvements:** Create a system of separated paths, sidewalks, and bike lanes within Carey utilizing existing right of ways and easements.







Chapter 6

MAKING IT HAPPEN

6.1 PROJECT PRIORITIZATION

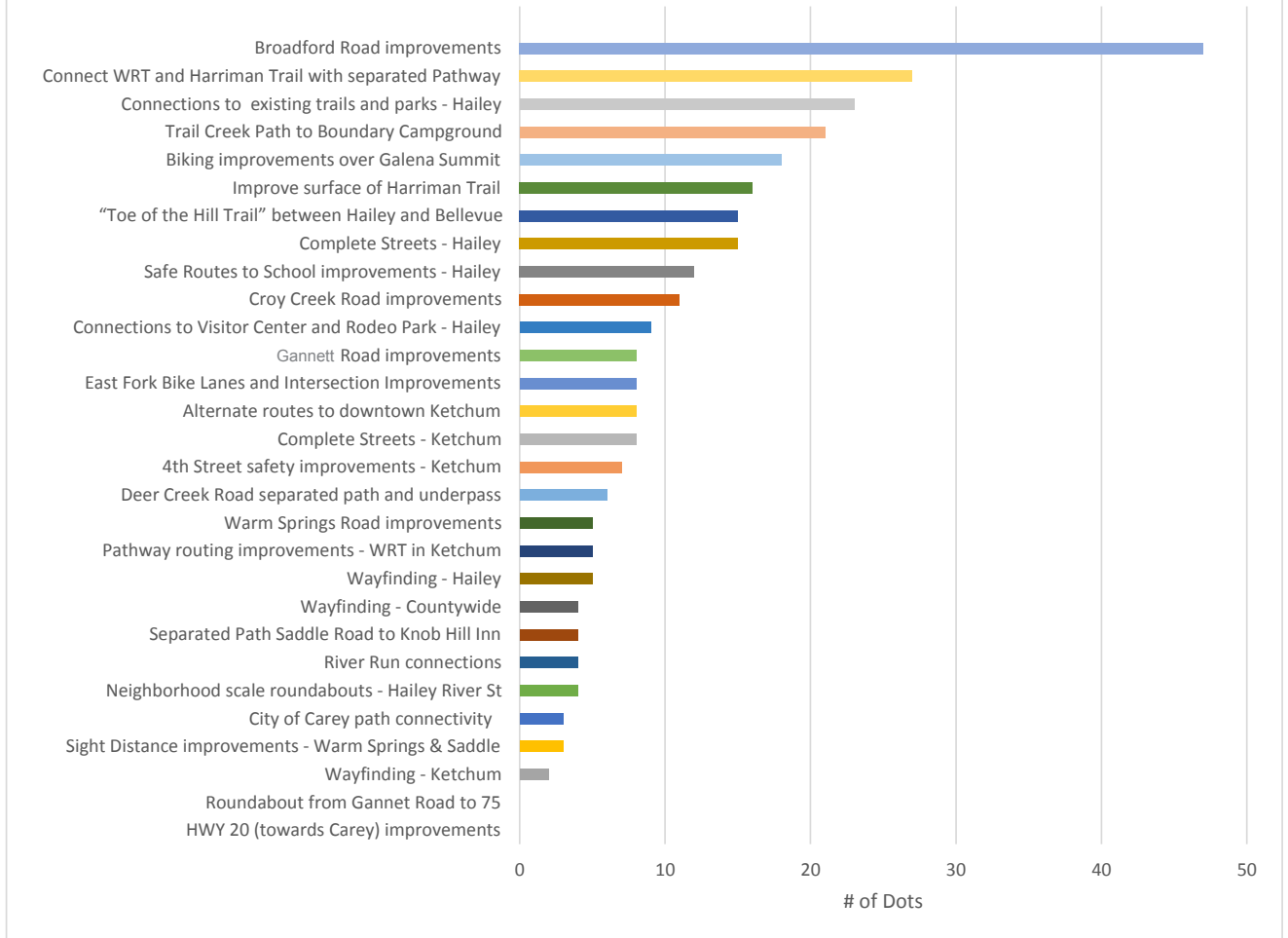
Implementing this Plan would be easy if money were no object and all of the identified projects and recommended programs could be constructed and launched. The reality is that all of the entities that will potentially construct and maintain these facilities have limited budgets. Thus, the following prioritization of projects in conjunction with the implementation strategies outlined in the next section can help guide future development in an orderly and manageable way.

Each project was evaluated with respect to the degree to which it met the vision of this Master Plan and the benefits associated with the project. Projects were rated on a scale of 1 to 5 according to the following criteria:

- 1. Connecting Missing Links** – Projects were given the highest rating of 5 if they connected important destinations that were highly valued by the community. According to the online survey, the top destinations that should be connected were downtowns (77 percent), schools (63 percent), and trail systems on public lands (53 percent). Less important connections were YMCA/BCRD Campuses (28 percent) and Ski Resorts (17 percent).
- 2. Safety Impacts** – Projects that have the most impact on safety or addressed current safety issues were given the highest rating of 5. Almost all identified projects address some aspect of safety.
- 3. Community Desire** – Projects that were rated as most important by the community were given the highest rating of 5. This was measured by the collective results of the online survey, mobile workshops, and stakeholder meetings, as seen on the following pages.

Mobile Workshops Results

Map "dot" Exercise

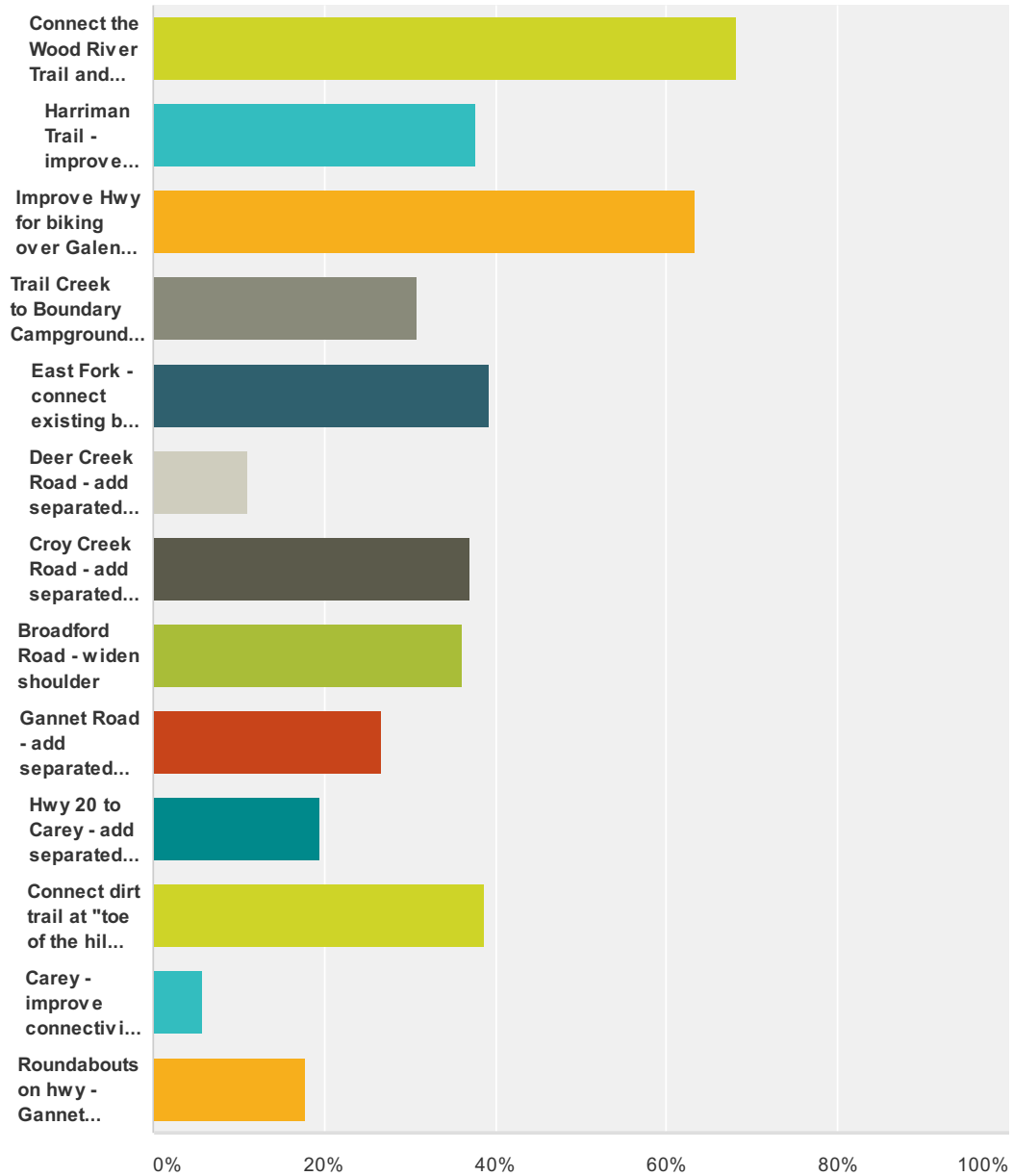




Online Survey Results

Q6 What do you feel are the top five (5) most important pathway projects within Blaine County?

Answered: 191 Skipped: 24



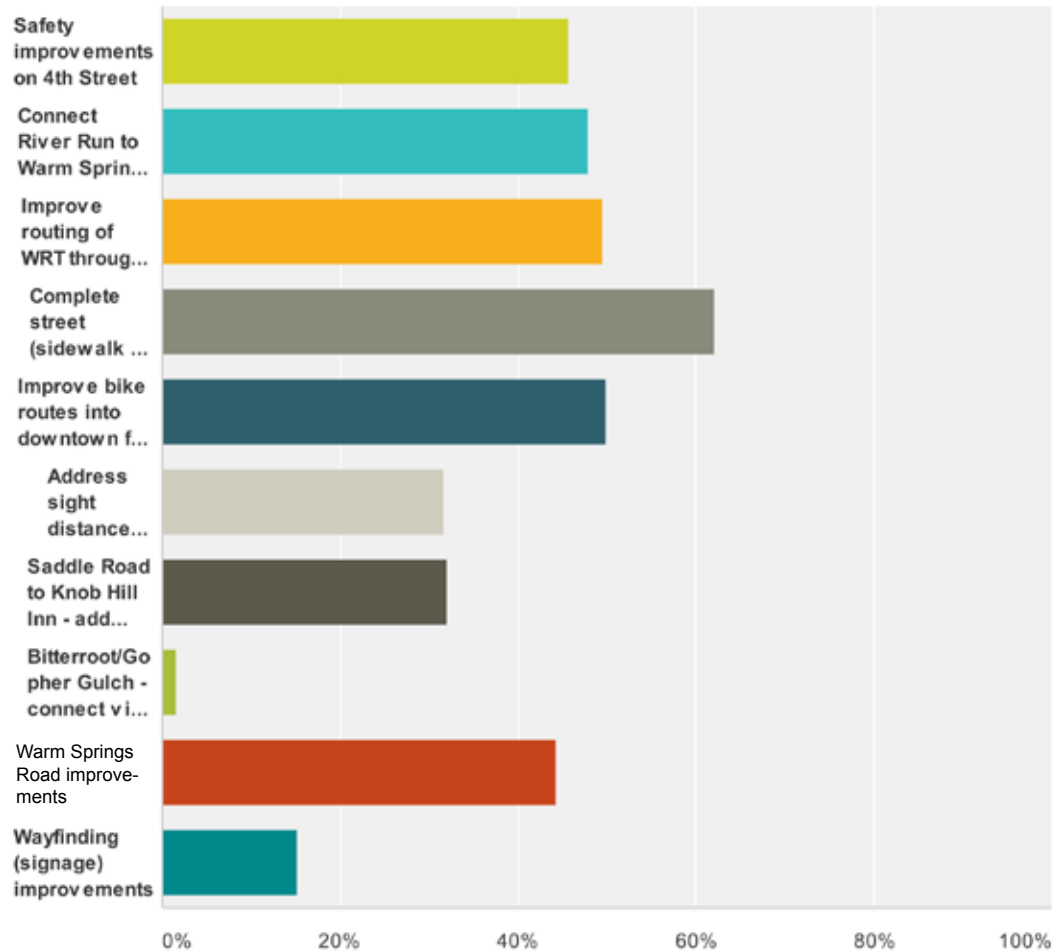
Online survey results



Online Survey Results

Q7 What do you feel are the top four (4) most important pathway projects within Ketchum and Sun Valley?

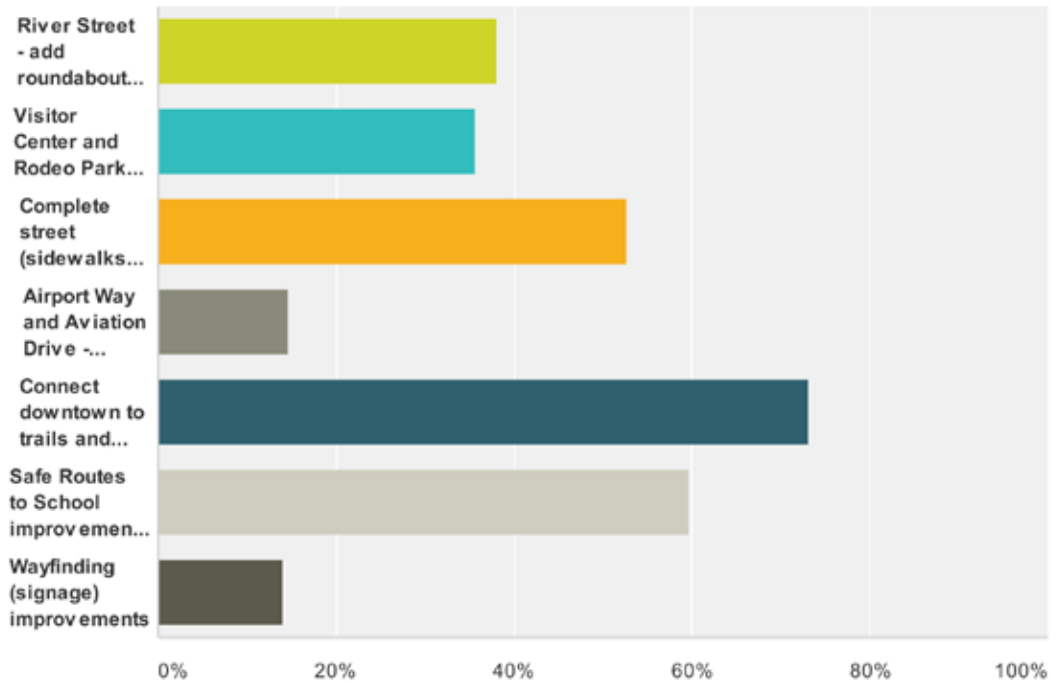
Answered: 190 Skipped: 25



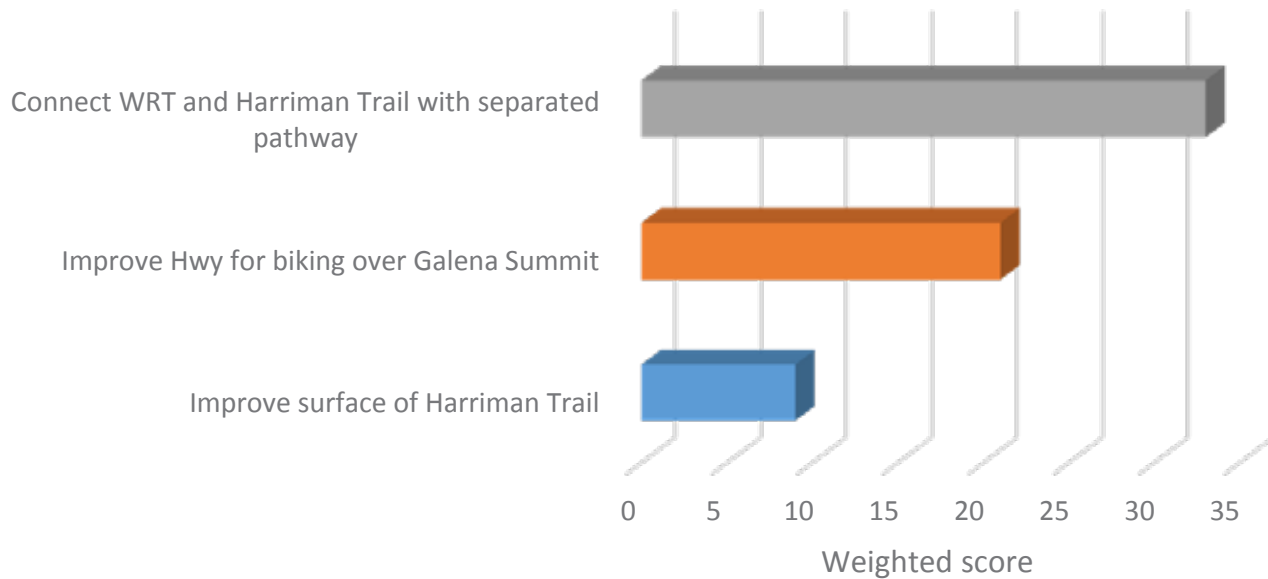
Online Survey Results

Q8 What do you feel are the top three (3) most important pathway projects within Hailey?

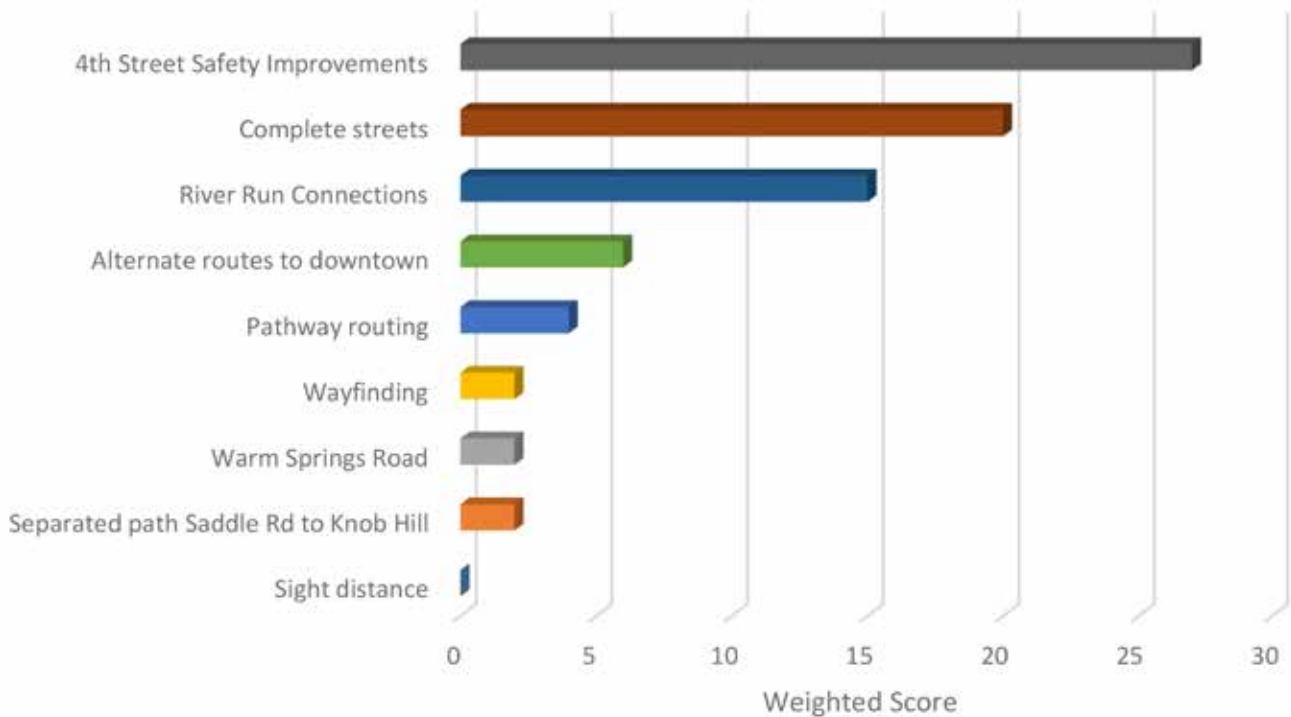
Answered: 171 Skipped: 44



Bike Advocacy and Shop Owner Meeting Results North Valley Projects

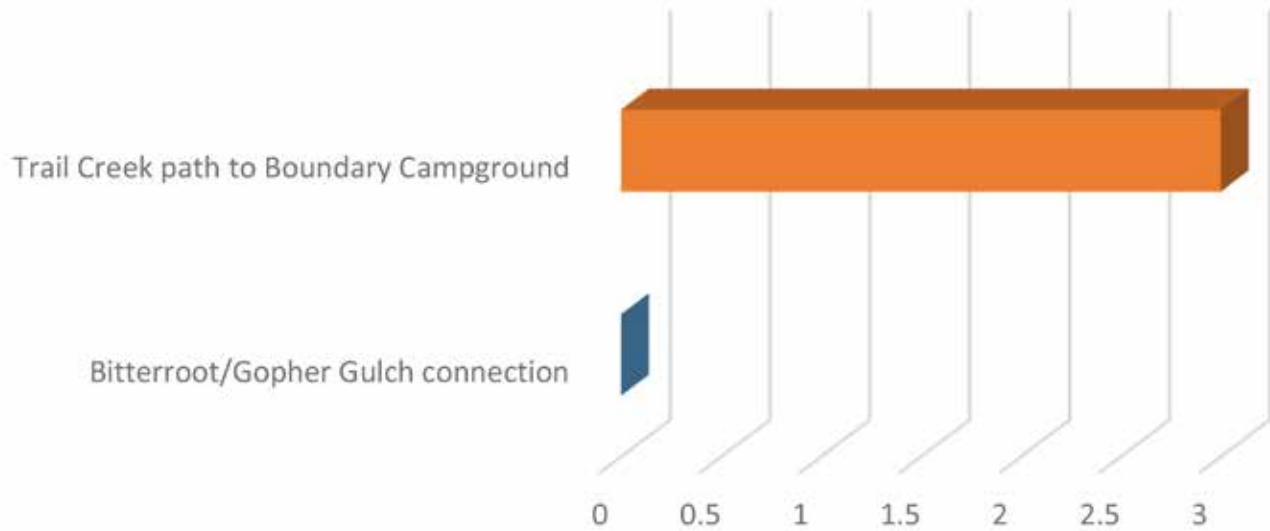


Bike Advocacy and Shop Owner Meeting Results Ketchum Projects

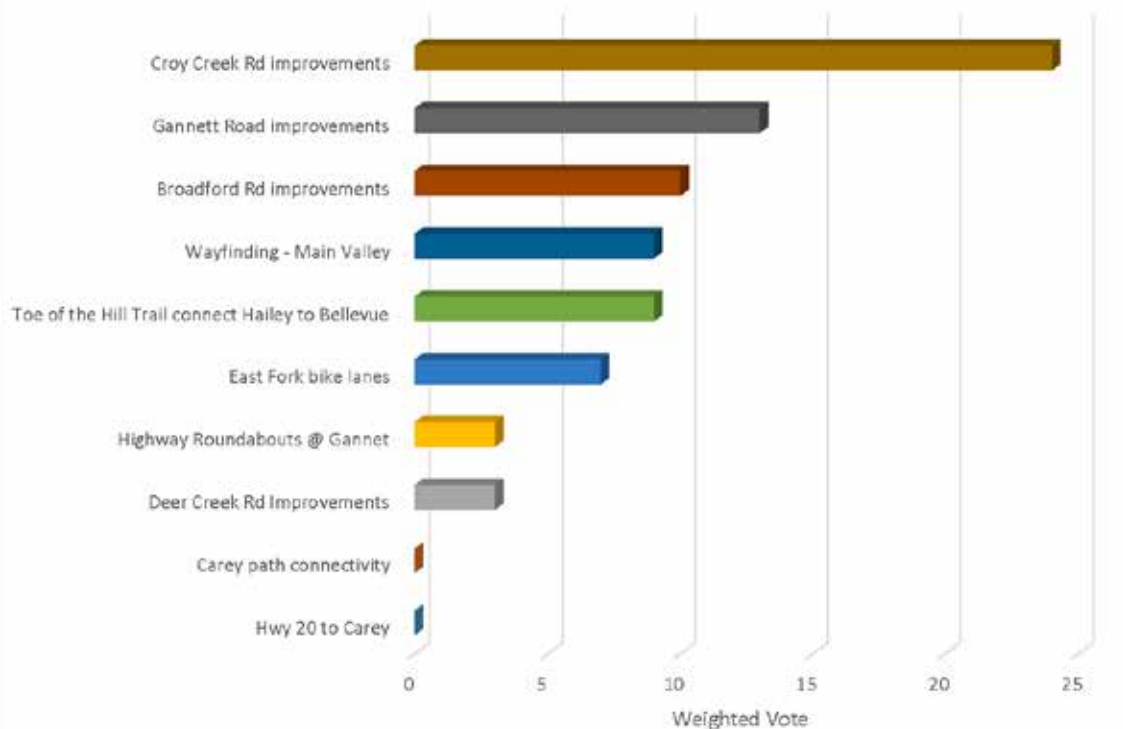




Bike Advocacy and Shop Owner Meeting Results Sun Valley Projects



Bike Advocacy and Shop Owner Meeting Results Main Valley Projects



Bike Advocacy and Shop Owner Meeting Results Hailey Projects

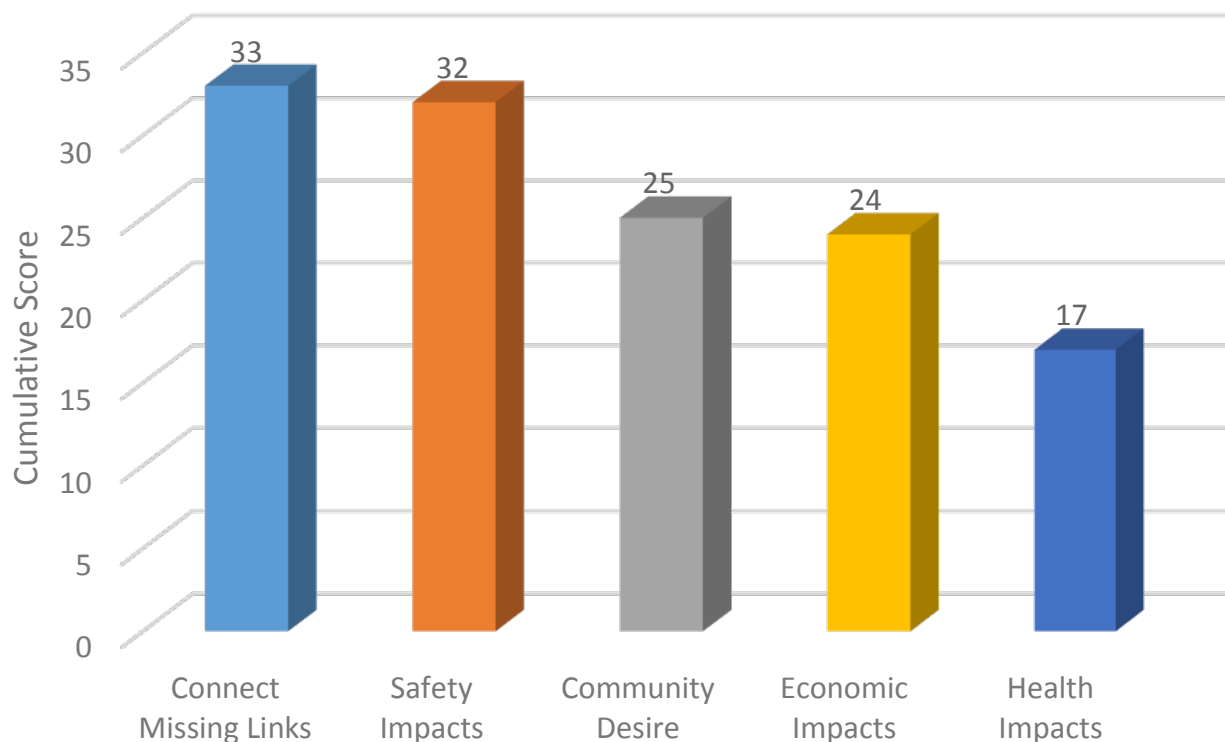


4. Economic Impacts – Most all projects have some economic impact, but those that have more direct economic impact with respect to tourism or local business economy were given higher ratings.

5. Health Impacts – Projects that directly address the recommended high priority areas from the Health Impact Assessment were given the highest rating of 5. This includes projects in the Hailey area due to high overall youth population and high number of SNAP recipients, senior citizen friendly designs in West Ketchum/Sun Valley area, and connections with economic centers in Bellevue/Carey.

These five criteria were also lightly weighted according to the results of the “prioritization criteria ranking” exercise that was conducted with the Government and Resort Group Stakeholder Meeting during the Community Workshop.

Government and Resort Meeting Prioritization Criteria Ranking Results



The sum of all of the weighted ratings determined the final score for the project, and the maximum final score is 100. Although assigning a score from 1 to 5 for each project can be somewhat subjective, this method gives a general idea of the overall impact and benefit of the project to the community.

Relative cost and complexity of each project was also rated on a scale of 1 to 5. Although a project may be costly or difficult, it may still be worthy of implementation if the needs and benefits are great. Factors that were considered in the difficulty ranking included the need to acquire right-of-ways, easements, or property; the number of jurisdictions or property owners involved; and physical limitations such as extreme topography, wetlands, or stream crossings.

The following tables show the identified projects, priority ranking, relative cost, and relative complexity.

PROJECT PRIORITIZATION MATRIX

	PROJECT ID	PROJECT NAME	CONNECTS MISSING LINKS	SAFETY IMPACTS	COMMUNITY DESIRE	ECONOMIC IMPACTS	HEALTH IMPACTS	OVERALL PRIORITY SCORE
		weighting factor	4.7	4.7	3.75	3.75	3	
NORTH VALLEY	N1	Connect WRT to Harriman Trail with Separated Pathway	5	4	5	5	3	89
	N2	Improve Surface of Harriman Trail	1	3	4	3	4	57
	N3	Biking Improvements over Galena Summit	1	4	5	4	3	66
	N4	Improvements around Galena Lodge	1	5	3	5	4	70
KETCHUM AREA	K1	4th Street Safety Improvements	3	5	5	5	4	87
	K2	River Run Connections	2	1	4	4	3	53
	K3	Pathway Routing Improvements in Downtown	5	5	4	4	3	86
	K4	Ketchum Downtown Sidewalks/Complete Streets	5	4	5	5	4	92
	K5	Alternate Routes to Downtown	5	3	4	3	3	73
	K6	Site Distance Improvements	1	5	3	2	4	59
	K7	Separated Path Saddle Road to Knob Hill Inn	5	3	3	2	3	65
	K8	Warm Springs Road Improvements	3	5	2	2	3	62
	K9	Wayfinding	3	3	2	2	3	52
SUN VALLEY AREA	SV1	Trail Creek Path Surface Improvements	3	4	5	5	3	79
	SV2	Trail Creek Path to Boundary Campground	3	4	4	3	3	68
	SV3	Boundary Campground to base of Trail Creek Pass	1	3	4	2	3	50
	SV4	Bitterroot/Gopher Gulch Connection	2	1	1	1	3	31
MAIN VALLEY	M1	East Fork Bike Lanes and Intersection Improvements	3	4	4	3	3	68
	M2	Deer Creek Road Improvements	3	2	3	3	3	55
	M3	Croy Creek Road Improvements	3	4	5	4	3	76
	M4	Broadford Road Improvements	3	4	5	3	3	72
	M5	Bike Lanes along SH-75	3	3	2	2	3	52
	M6	"Toe of the Hill" connection Hailey and Bellevue	3	1	4	3	3	54
	M7	Wayfinding	3	3	2	2	3	52
HAILEY AREA	H1	River Street roundabouts	3	4	3	5	3	72
	H2	Connections to the Visitor's Center and Skate Park	5	4	4	5	4	88
	H3	Hailey Downtown Sidewalks/Complete Streets	5	4	5	5	4	92
	H4	Connections to Trails and Parks	3	3	5	3	5	73
	H5	Safe Routes to School Improvements	4	5	5	3	5	87
	H6	Wayfinding	3	3	2	2	3	52
SOUTH VALLEY AREA	S1	Roundabout at Gannett Road and SH-75	2	3	3	2	3	51
	S2	WRT and Street intersection improvements in Bellevue	3	4	1	3	5	63
	S3	Gannett Road Improvements	2	4	4	2	3	60
	S4	SH-20 Pathway Improvements to Carey	2	2	3	2	3	47
	S5	City of Carey Pathway Connectivity	5	3	2	3	5	71

PROJECT DIFFICULTY RATING

	PROJECT ID	PROJECT NAME	RELATIVE COST	RELATIVE COMPLEXITY	OVERALL DIFFICULTY SCORE
NORTH VALLEY	N1	Connect WRT to Harriman Trail with Separated Pathway	5	5	10
	N2	Improve Surface of Harriman Trail	3	3	6
	N3	Biking Improvements over Galena Summit	5	3	8
	N4	Improvements around Galena Lodge	3	4	7
KETCHUM AREA	K1	4th Street Safety Improvements	3	3	6
	K2	River Run Connections	2	2	4
	K3	Pathway Routing Improvements in Downtown	3	4	7
	K4	Complete Streets	4	4	8
	K5	Alternate Routes to Downtown	3	2	5
	K6	Site Distance Improvements	4	3	7
	K7	Separated Path Saddle Road to Knob Hill Inn	3	4	7
	K8	Warm Springs Road Improvements	4	3	7
	K9	Wayfinding	1	2	3
SUN VALLEY AREA	SV1	Trail Creek Path Surface Improvements	3	3	6
	SV2	Trail Creek Path to Boundary Campground	3	2	5
	SV3	Boundary Campground to base of Trail Creek Pass	4	4	8
	SV4	Bitterroot/Gopher Gulch Connection	2	4	6
MAIN VALLEY	M1	East Fork Bike Lanes and Intersection Improvements	4	4	8
	M2	Deer Creek Road Separated Path and Underpass	4	4	8
	M3	Croy Creek Road Improvements	3	4	7
	M4	Broadford Road Improvements	4	4	8
	M5	Bike Lanes along SH-75	1	5	6
	M6	"Toe of the Hill" connection Hailey and Bellevue	1	3	4
	M7	Wayfinding	1	2	3
HAILEY AREA	H1	Roundabouts	5	5	10
	H2	Connections to the Visitor's Center and Skate Park	2	2	4
	H3	Complete Streets	4	4	8
	H4	Connections to Trails and Parks	3	4	7
	H5	Safe Routes to School Improvements	2	2	4
	H6	Wayfinding	1	2	3
SOUTH VALLEY AREA	S1	Roundabout at Gannett Road and SH-75	4	5	9
	S2	WRT and Street intersection improvements in Bellevue	3	4	7
	S3	Gannett Road Improvements	4	2	6
	S4	SH-20 Pathway Improvements to Carey	4	5	9
	S5	City of Carey Pathway Connectivity	3	2	5

6.2 IMPLEMENTATION STRATEGIES

What is more important than the Master Plan itself, is whether or not it can and does get implemented. There was a lot of momentum behind creating this Master Plan, and the hope is that this continues into the future. Strategies that should be used to help implement this Master Plan include building organizational capacity, achieving small victories early, and doing the homework required to further investigate project feasibility.

Build Organizational Capacity

In order to capitalize on the benefits of coordinated and collaborative efforts between the municipalities and organizations within Blaine County, it is recommended that a group or committee that is dedicated to overseeing the implementation of this Master Plan be formed. This could be an extension of the existing working group for this Plan or a sub-committee of the existing regional transportation committee. At a minimum, it should include representatives from Blaine County, Ketchum, Sun Valley, Hailey, Bellevue, Carey, Blaine County Recreation District, and Mountain Rides. Representatives from local advocacy groups, state organizations, and other interested citizens could also be included.

Resources that could be shared between organizations through group collaboration include:

Human Resources – As projects are implemented, one organization can take the lead with support from the others. This frees up staff time in the supporting organizations allowing them to possibly take the lead on other projects.



Working group kick-off meeting.

Physical and Material Resources – Land and/or equipment could be purchased and shared between organizations. An example given during the Community Workshop was a street sweeper currently owned by BCRD that could be used by the county to maintain gravel-free riding surfaces on county roads.

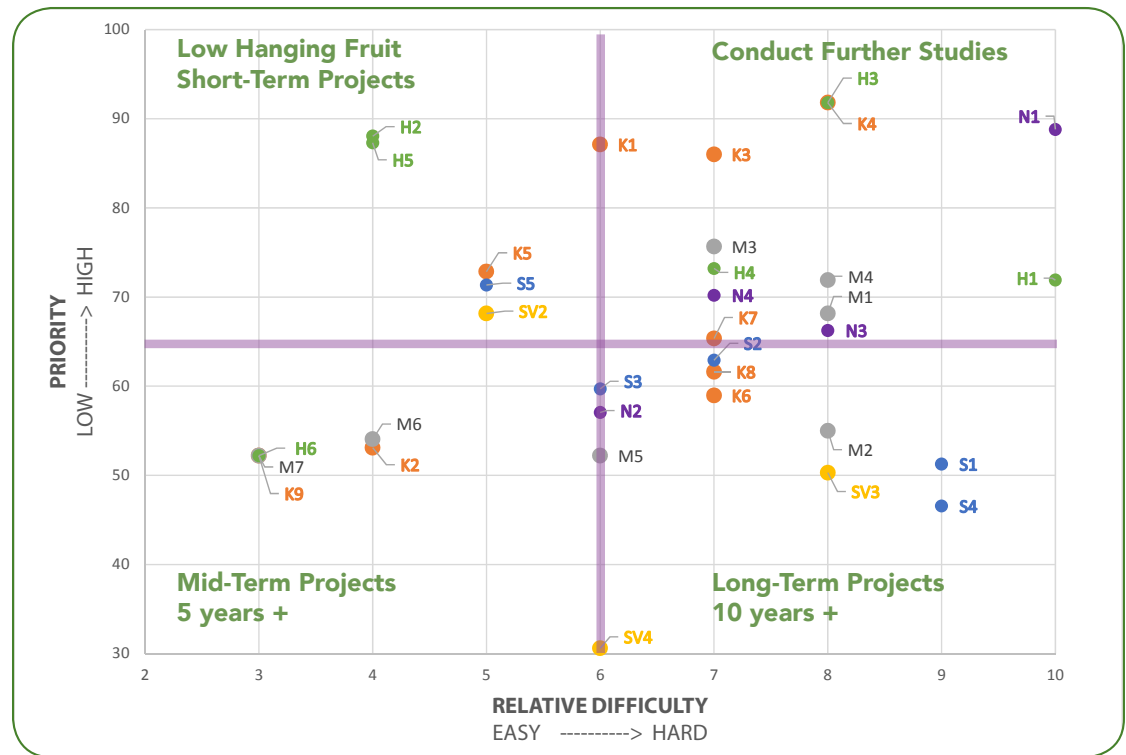
Financial Resources – Several organizations can come together to fund projects and apply for grants. This helps leverage funds, and projects with broad support are often more likely to receive grant funding.

Information and Intellectual Resources – Information with respect to bicycle and pedestrian facilities is collated within this Master Plan, but there is likely additional information, skills, or technologies that could be shared between organizations to help make things happen.

Achieve Small Victories Early

It is easy to become overwhelmed by the amount of work implementing a comprehensive bicycle and pedestrian plan can take. Focusing on high priority but relatively easy to construct projects early in the process helps to keep energy levels high and momentum behind the Master Plan.

The following figure presents the information in the prioritization matrix in a graphical form. The horizontal axis represents relative ease for project implementation and the vertical axis represents relative project priority. The ease of implementation takes into account the relative costs and relative difficulty ratings shown in the priority matrix.



Projects that land in the upper left quadrant are considered the “low hanging fruit”—projects that are high priority and are easy to implement. These projects should be the initial focus with targeted completion of selected projects within three years. Projects include:

- A comprehensive wayfinding plan. This Master Plan should include sign placement details, as well as designs for bike, pedestrian, and auto oriented signs that are coordinated among the jurisdictions.
- Improvements to the surface of the separated path along Trail Creek Road in Sun Valley.
- Extending the path along Trail Creek to Boundary Campground.
- Safe routes to school improvements in Hailey, especially connecting the Glenbrook Drive path to the WRT.
- Pathway connectivity in the City of Carey.

Doing the Homework

It is not enough to simply focus on a few easy but impactful projects while putting the rest of the projects on the shelf. The next strategy is to complete detailed studies that are needed to get other high priority projects off the ground.

Projects that land in the upper right quadrant of the graph are high priority projects that are relatively difficult to complete and warrant further in-depth studies. Examples include:

County or Countywide Projects:

- Concept Plan and Feasibility Study for adding a separated path along Broadford Road from Hailey to Bellevue.
- Concept Plan and Feasibility Study for connecting the WRT and Harriman Trails.
- Concept Plan and Feasibility Study for extending bike lanes and separated paths over Galena Summit.
- ITD Coordination for pedestrian safety improvements around Galena Lodge.

Ketchum Projects:

- Concept Plan and Feasibility Study for Ketchum 4th Street Pedestrian Corridor safety improvements.
- Update to the Ketchum Main Street Traffic Study with current population and development projections to evaluate the feasibility of a road diet on Main Street.
- Concept Plan and Feasibility Study for Rerouting WRT through Ketchum.
- Complete Streets Improvement Plan.

Hailey Projects:

- Concept Plan and Feasibility Study for connecting the WRT and the Visitor Center in Hailey.
- Complete Street Improvement Plan—including sidewalk inventory and cost analysis of priority connections.



Additional elements of this Plan that could not be funded initially, but that should also be completed, include:

- Conceptual cost estimates, possible funding options, and responsibility parties for identified projects
- Recommended policies and procedures
- Education and safety programs

A feasibility study should be completed for rerouting the WRT through Ketchum.



6.3 HIA RECOMMENDATIONS

Recommendations from the Health Impact Assessment to enhance the suggested Plan range from design elements to programmatic improvements. As the Plan is implemented over time, residents and visitors will change their behaviors in numerous ways that will need to be understood and studied to determine appropriate actions. If more people walk for example, more crossings at intersections will take place, which means additional pedestrian/motorist interactions. Does that translate into additional crashes, fewer vehicles on local streets, or does “failure to yield” by drivers increase? It is this action and reaction result that will need to be monitored. Plan recommendations or monitoring steps are as follows:

Monitor:


- o Usage at key locations within communities for on-road pedestrian and bicyclist facilities and at trailheads and major junctions of paved multi-use trails and natural trails. This should include data related to: gender, age range, type of user, and helmet use for bicyclists.
- o Work with St. Luke’s Wood River Hospital and other stakeholders to conduct regular intercept surveys of trail users to identify key health conditions and comfort using the system
- o Investment levels (by dollars/capita) for active transportation projects and programs
- o Community mental stress levels
- o Obesity rates amongst all population segments
- o Air quality changes and impacts
- o Ambient noise levels, specifically along major corridors
- o Car parking demand to determine if development regulations can be adjusted accordingly
- o Asthma rates amongst all population segments
- o Property values along major active transportation routes and downtown cores
- o Walking/biking customer proportion at local businesses
- o Walking/biking rates of school children to area school and recreation facilities
- o Use at fitness sites among walkers and bicyclists
- o Household transportation costs post Plan implementation

Recommendations:

- o Insert additional bicycle and pedestrian awareness into drivers education
- o Ensure bicycle parking is available at community events like farmers’ markets
- o Ensure that all busses and major bus stops are outfitted with bike racks
- o Host annual bike rodeos at every elementary school in Plan area
- o Use symbol-based signage in areas with higher Spanish speaking populations
- o Explore a Silver Wheels program for area senior citizens

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HARMONY

DESIGN & ENGINEERING

110 E. Little Avenue, PO Box 369

Driggs, Idaho 83422

208-354-1331

www.harmonydesigninc.com

Artist Loan Agreement #22097
Doug Warnock

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and Doug Warnock (“Owner”).

RECITALS

WHEREAS, City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner desires to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner permission to do so because such public display of art will promote the public health and welfare of the City of Ketchum.

NOW, THEREFORE, on the basis of the foregoing recitals the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. City hereby grants to Owner a revocable limited license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the “Art”) on/at the location described in Exhibit B attached and made a part of this Agreement (the “Display Site”). The placement of the Art shall be at the sole discretion of City.
3. Transportation, Installation and Removal. Owner shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the Display Site and its installation and removal. Once the Art has been installed on the Display Site to City’s satisfaction and until removal of the Art from the Display Site, City shall provide personal property insurance for the Art in an amount equal to its wholesale value. If Owner fails or refuses to remove the Art and restore the Display Site to a condition as good or better than the condition of the Display Site within thirty days of the end of the Display Period, then City may and without limiting any other rights or remedies hereunder, but shall not be required to, remove the Art, place it in storage and charge reasonable removal fees, storage fees and insurance costs and to have and enforce a lien for such fees and costs.

4. Term and Display Period. The term of this Agreement shall run from May 25, 2022 until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until November 1, 2022 (the “Display Period”). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any or no reason upon seven days’ notice to the other Party.
5. Payment to Artist. Upon final installation of artwork that is satisfactory to the city, artist will be paid an amount of \$2,500.00.
6. Ownership/Authority/Copyright and Reproduction Rights. Owner hereby represents that it owns all right, title and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall City have any right, title or interest in or to the Art unless specifically agreed to in writing by both Owner and City. City shall not make any commercial use of the Art without the Owner’s written consent; however, City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
7. Release and Indemnification. Owner hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the transportation of the Art to the Display Site, its installation, and its removal. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art, personal injuries (without limitation including death) liabilities, claims or obligations arising from the negligence of City, its elected officials, appointed officials, agents, employees or volunteers.
8. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than City and Owner. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
9. Compliance With Laws/Public Records. Owner, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Owner of any obligation or responsibility imposed upon Owner by law. Without limitation, Owner hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public’s business prepared by Owner for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 74-101 *et seq.*

10. Notice. All written communications under this Agreement shall be addressed as follows:

CITY:
City of Ketchum
Attn: City Administrator
P.O. Box 2315
Ketchum, Idaho 83340-2315

OWNER:
Doug Warnock
425 S. 7th Ave
Pocatello, Idaho, 83201

11. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- c. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Owner.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- f. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- i. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax copies of this Agreement and the original and fax

signatures thereon shall have the same force and effect as original copies and signatures.

- j. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____
Neil Bradshaw
Mayor

By: _____
Its: _____

ATTEST:

Tara Fenwick
City Clerk

EXHIBIT A: Art

Douglas Warnock 425 S. 7th Ave., Pocatello, Idaho 83201, (208) 244-1261 cell,
dwarnock188@gmail.com

Information Sheet for Ketchum Art on Fourth Project

Title: *Fragmentation / Total Kneefertiti*

Year Made: 2021

Medium: Cast and welded alloy of recycled copper and recycled silicon bronze

Size: 74 inches tall by 44 inches wide by 53 inches long



Exhibit B: Display site

Art Location The location is at 4th and Main St., northerlies side of 4th between Leadville and Main running with the long axis in the east west direction.



City of Ketchum

May 23, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

FY23 Budget Development Kick-off Session

Recommendation & Summary

Staff will review the attached presentation (draft) which provides a starting point for policy direction in the development of the FY23 Budget. Staff seeks specific direction regarding revenue estimates for all funds as well as initial feedback on key issues (e.g. housing investments, inflation, employee compensation, etc.) that must be addressed as the draft budget is developed. No formal action is requested during the meeting.

Introduction and History

This session is the first in a multi-step budget development process. The session will focus on the affirmation of revenue forecasts for all funds. The next step will be to review proposed expenditure requests. The goal is to have a draft recommended budget by June 17th to allow the Council to have two weekends to review prior to the June 27th workshop. Staff also plans to conduct a public survey prior to the finalization of the draft budget as well as request feedback on the draft budget. During the June 27th workshop, staff will review each fund and department funding requests with the Council to receive feedback on any adjustments. Following the workshop, staff will update the draft budget and publish in the paper twice in preparation for the July 18th public hearing.

General Fund

Attached is the detailed revenue forecast. The current fiscal year (FY22) adopted revenues were \$12,840,516. The revenue forecast for the General Fund was upgraded due to development activity within town and a post-COVID environment. Specifically, planning and building revenues were increased. Funds the city receives from the state were also increased due to the positive economic outlook. FY23 forecast is a base reduction to \$12,426,759 based on the following assumptions: (1) no federal COVID grants as received in FY22 (-\$307,050); (2) the three percent property tax adjustment (+\$328,617); (3) increase in state shared revenues (+\$134,812); and a base reduction in planning/building revenues (-\$129,550).

Capital Improvement Fund

During the FY22 budget development process, the Council approved the five-year plan with a commitment to review annually and make necessary adjustments moving forward. Staff has completed updates to years FY23-26 and added the new fifth year (27). The vast majority of proposed expenses in FY23 is related to maintenance and repair of existing assets/equipment. The most significant change to the plan from the last review by Council is the addition of Warm Springs Preserve improvements which would be fully funded from donations. A very small portion of the plan is associated with new service enhancements (sidewalks, bike

lanes/paths). It is important to note that the city has never had a significant dedicated revenue source to fund the plan outside the Idaho Power Franchise (\$265,000) and Impact Fees for Streets, Fire and Police (\$134,000). Historically, the city has funded the CIP via overperforming revenues from either the General Fund or Local Option Tax Fund.

Local Option Tax Fund

Attached is the revenue and expense forecast. FY22 was kept at a conservative base revenue forecast of \$2,400,000 knowing that it would likely overperform and those revenues would be utilized for the city's underfunded Capital Improvement Plan. FY23 forecast is \$2,846,469 based on current and previous fiscal year receipts. The draft proposed expenses are included. The most significant changes include: (1) no funding for Visit Sun Valley; (2) increase operating and capital funding for Mountain Rides; and (3) increased transfer to General Fund to cover Fire and Police expenses.

Water and Waste-Water Funds

Staff will be presenting (attached) new ten-year rate models to support the new five-year capital improvement plans in both funds. HDR will be presenting to the Council in June with the details of the Waste-water Facility Plan that informs the CIP. It is likely the city will need to issue debt to facilitate the implementation of the plan. Within the Water Fund, two policy issues must be address: (1) revenue impact transitioning from flat rates to metered rates; and (2) whether the Council desires a more aggressive rate tier structure similar to the City of Hailey.

Sustainability

The budget currently allocates funds (\$50,000) for sustainability activities in the Capital Improvement Fund.

Financial Impact

The city's current fiscal year appropriated budget is \$32,222,099 in total planned expenses and \$32,640,337 in revenues.

Attachments:

1. Draft PowerPoint
2. General Fund detailed revenue summary
3. Local Option Tax Fund – revenue and draft expense

		FY 2020 AUDITED	FY 2021 AUDITED	FY 2022 ADOPTED	FY 2023 PROPOSED	NOTES
		ACTUALS	ACTUALS	BUDGET	BUDGET	
1	1. PROPERTY TAX & FRANCHISE	4,774,388	5,143,167	5,178,869	5,507,486	
2	1000-GENERAL PROPERTY TAXES	4,438,061	4,603,017	4,603,267	4,895,073	AIC FY2021 + 3%
3	1050-PROPERTY TAX REPLACEMENT	11,416	11,416	12,848	11,714	AIC FY2021 + 3%
5	6110-GAS FRANCHISE	89,637	97,087	100,000	100,000	actual 2021 x 2 and 2% increase per IGC
6	6120-T.V. CABLE FRANCHISE	148,363	165,779	144,563	165,000	estimated prior two years
7	6130-WATER UTILITY ROW FEE (5%)	-	91,446	112,351	121,832	5% of Utility Fees
8	6140-WASTEWATER UTILITY ROW FEE(5%)	-	83,481	115,934	121,624	5% of Utility Fees
9	6150-SOLID WASTE FRANCHISE	72,997	75,230	77,906	80,243	3% increase
10	9000-PENALTY & INTEREST ON TAXES	13,915	15,711	12,000	12,000	-
11	2. LICENSES & PERMITS	422,664	612,469	348,500	370,750	
12	1110-BEER LICENSES	13,679	12,840	13,450	13,450	-
13	1120-LIQUOR LICENSES	8,353	6,678	8,400	8,400	-
14	1130-WINE LICENSES	14,583	14,617	14,000	14,000	-
15	1140-CATERING PERMITS	540	1,100	1,000	1,000	-
16	1150-OFF-SITE BUS./SPECIAL EVENTS P	17,110	13,716	15,000	13,000	-
17	1400-BUSINESS LICENSES	32,064	32,670	32,000	35,750	increase fee to 125 initial application \$50.00 for renewal
18	1520-TAXI-LIMO PERMITS	2,945	1,455	2,750	2,750	465 permits @ 35% =140 @525
19	2100-BUILDING PERMITS	330,098	516,904	250,000	200,000	-
20	2140-RIGHT-OF-WAY PERMITS	1,766	10,504	10,000	7,000	NOT TO BE ALLOCATED IN FUTURE YEARS 50% TO BASE EXPENSE
21	2160-STREET EXCAVATION PERMIT FEE	1,450	1,860	1,900	1,900	-
22	2600-SNOW STORAGE PERMITS	75	125	-	-	-
24	1410-SHORT TERM RENTAL LICENSES	-	-	-	73,500	-
25	3. GRANTS	40,511	418,475	307,050	-	
26	1120-FEDERAL GRANTS	-	307,050	-	-	-
27	4100-STATE GRANTS	30,511	107,675	-	-	-
29	4000-STATE TRANSPORTATION GRANT	-	-	-	-	-
30	4. STATE OF IDAHO SHARED	1,627,251	1,701,999	1,631,939	1,729,694	
31	5100-STATE LIQUOR APPORTIONMENT	401,989	428,870	385,000	409,315	AIC
32	5200-HIGHWAY USER'S REVENUE - STREE	132,411	172,462	138,216	200,568	AIC PROJECTED HB312 & HB362
33	5500-STATE SALES TAX ALLOCATION	78,308	-	-	-	COMBINED WITH STATE SHARED REVENUE PER AIC
34	5600-STATE SHARED REVENUE	1,014,543	1,100,666	1,108,723	1,119,811	AIC PROJECTED
35	5. COUNTY SHARED	1,200,216	1,233,336	1,270,238	1,307,295	
36	8400-COUNTY COURT FINES	35,881	34,071	35,000	35,000	-
38	9400-BLAINE COUNTY HOUSING AUTHORIT	-	-	-	-	-
39	6. CHARGES FOR SERVICES	677,793	1,095,012	625,550	496,000	
41	1110-BUILDING PLAN CHECK FEES	189,254	320,327	162,500	130,000	#REF!
42	1120-PLANNING PLAN CHECK FEES	125,686	215,899	113,750	91,000	NOT TO BE ALLOCATED IN FUTURE YEARS 50% TO BASE EXPENSE
43	1130-FIRE PLAN CHECK FEES	125,686	215,635	113,750	91,000	NOT TO BE ALLOCATED IN FUTURE YEARS 50% TO BASE EXPENSE
45	1500-REPRODUCTION/FINGERPRINT FEES	567	573	1,150	500	-
46	2200-RURAL FIRE PROTECTION FEES	-	-	-	-	-
47	2250-SPECIAL FIRE FEES	7,359	12,716	2,500	5,000	-
48	3000-ANIMAL TRANSPORTS	-	-	-	-	-
49	3600-BANNER FEES	5,600	3,150	6,000	6,000	-

		FY 2020 AUDITED	FY 2021 AUDITED	FY 2022 ADOPTED	FY 2023 PROPOSED	NOTES
		ACTUALS	ACTUALS	BUDGET	BUDGET	
50	6100-BC SCH DIST.PARK MAINT. CONTR	15,000	15,000	15,000	15,000	-
51	6300-PARK YOUTH PROGRAM FEES	63,593	57,680	60,000	70,000	-
52	6320-PARK USER FEES	6,914	17,109	8,000	10,000	-
53	6330-PARK SWIM TEAM	-	-	-	-	-
54	6700-PARK CONCESSION SALES	3,764	4,781	2,500	2,500	-
55	6800-TREE SERVICES	250	-	400	-	-
60	8. INTEREST & RENTS	144,038	105,129	111,789	102,788	changed after review
61	1000-INTEREST EARNINGS	65,889	19,516	35,000	20,000	
62	1020-INTEREST EARNINGS-491 SV ROAD	1	0	1	-	changed after review
63	1500-GAIN/LOSS ON INVESTMENTS	-	-	-	-	-
64	2000-RENT	-	4,750	-	6,000	-
65	2010-RENT-PARK RESERVATIONS	7,270	10,075	6,000	6,000	Shroeder \$500.00 per month
66	2020-RENT-491 SUN VALLEY ROAD	70,878	70,788	70,788	70,788	-
67	9. MISCELLANEOUS	246,412	146,921	460,056	100,000	CHECK RENT AMOUNT \$5899 per month
68	3600-REFUNDS & REIMBURSEMENTS	230,385	135,695	156,556	100,000	
69	3610-REFUNDS & REIMBURSEMENTS-ST	-	-	-	-	-
70	4000-SALE OF FIXED ASSETS	5,261	1,225	3,500	-	-
71	4100-SALE OF FIXED ASSETS-STREET	-	-	-	-	are we planning to surplus
72	7000-MISCELLANEOUS	2,815	9,626	300,000	-	TBD one time contingency to allow for flexibilty of revenue
73	7010-MISCELLANEOUS-STREET	-	-	-	-	
74	7020-FLOOD PLAIN PROG REIMBURSEMENT	219	375	-	-	-
75	7030-BUILDING PERMIT REIMBURSEMENT	7,733	-	-	-	-
83	8798-URA FND REIM-SALARIES/BENEFITS	87,048	-	111,814	50,000	use calc worksheet Mat & Srvs
84	8763-WATER FUND REIMB-ADMIN.EXPENSE	103,000	106,090	109,273	96,486	timesheet entries plus anticipated housing staff work time
85	8765-WW FUND REIMB-ADMIN.EXPENSES	141,892	146,149	150,533	131,989	-
86	8798-URA FUND REIMB-ADMIN. EXPENSES	32,868	32,869	33,855	43,790	should match transfer from LOT GEN ADMIN
87	8722-LOT REIMB-GF ADMIN.EXPENSES	2,500	2,500	3,000	3,000	use calc worksheet Mat & Srvs
88	8718-TRANSFER STREET GO BOND	-	-	3,212	-	use calc worksheet Mat & Srvs
91	9000-FUND BALANCE	-	-	557,050	21,153	
92	Grand Total	11,204,912	12,685,892	12,840,516	12,426,759	-

City of Ketchum FY 2022-2023 Budget Worksheet

Local Option Tax Original Fund

	REVENUES	FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Amendments	FY 2023 Proposed Budget	One-Time	
		2,606,873	3,391,025	2,400,000	2,275,100	2,846,469		
	Projected Revenue Changes	FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Amendments	FY 2023 Proposed Budget	One-Time	
1.	Fund Revnue	2,606,873	3,391,025	2,400,000	-	2,700,000	268,000	
2.	Fund Balance				-	146,469		
	Sub-Total	2,606,873	3,391,025	2,400,000	-	2,846,469	268,000	
	Inflationary Changes							
1.	Fund Balance FY21 GF CIP	-	-	-	348,627			
2.	Fund Balance FY21 GF CIP Sun Valley Road				1,277,735			
3.	Fund Balance GF Emergency Services				411,228			
4.	Fund Balance FY22 NGO's & Other				237,510			
3.								
4.								
	Sub-Total	-	-	-	2,275,100	-		
	Total Revenue	-	-	2,400,000	2,275,100	2,846,469	268,000	
	Total Expenditures	2,347,456	2,205,645	2,400,000	2,275,100	2,846,469	268,000	
	Total Revenue Over/(Under)	(2,347,456)	(2,205,645)	-	-	0	0	

City of Ketchum FY 2022-2023 Budget Worksheet

Local Option Tax Original Fund

	EXPENDITURES	FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Amendments	FY 2023 Proposed Budget	One-Time
		2,350,891	2,207,093	2,400,000	2,275,100	2,846,469	268,000
	EXPENDITURES	FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Amendments	FY 2023 Proposed Budget	One-Time
1.	City Emergency Services	1,103,317	1,309,465	1,307,444	411,228	1,900,000	
2.	Transfer to GF CIP	-	45,000	-	1,626,362	-	-
	Consolidated Dispatch	152,282	156,850	161,556		166,403	
	Wagon Days	42,500	80,000	117,000		132,250	
	Events	22,157	32,830	75,000		85,000	
	Visit Sun Valley SVMA	400,000	110,000	200,000		-	
	Mountain Rides	624,700	469,000	527,000	160,000	527,000	242,000
	Administrative GF Direct Costs	2,500	2,500	3,000		5,000	
	Contingency	-	-	9,000		-	
	SVED	-	-	-	10,000	-	15,000
	Idaho Dark Sky Alliance	-	-	-	2,200	-	2,500
	Friends of the Sawtooth National FSAC	-	-	-	4,000	-	4,000
	Sawtooth Animal Shelter				-		4,500
	Other				1,000	1,000	
	Total Expenditures	2,347,456	2,205,645	2,400,000	2,214,790	2,816,653	268,000
14.	Granicus	-	-	-	29,810	29,816	
15.	Audio Systems Equipment Events				30,500	0	
	Total Expenditures	2,347,456	2,205,645	2,400,000	2,275,100	2,846,469	268,000



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FY23 Budget Development Kick-off Session

May 23, 2022



Agenda

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- FY23 Revenue Forecast & Expense Overview
 - By fund / key trends & issues*
 - General Fund
 - Strategic Initiative
 - Local Option Tax
 - Capital Improvement Fund
 - Housing Action Plan
 - Enterprise Funds
- Review Next Steps



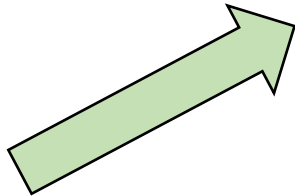
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General Fund



FY23 Budget Development
Current Fiscal Year [7 months]

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GENERAL FUND			
REVENUES			
Approved Budget	\$	12,840,516	
Collected YTD	\$	7,345,552	57%
Remaining	\$	5,494,964	43%
EXPENDITURES			
Approved Budget	\$	12,840,516	
Spent YTD	\$	6,961,367	54%
Remaining	\$	5,879,149	46%
NET POSITION	\$	384,185	







2023 Proposed Revenue Forecast

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GENERAL FUND – REVENUES			
FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted	FY 2023 Proposed
\$11,204,912	\$12,85,892	\$12,840,516	\$12,426,759

Key variance topics:

- No federal COVID grants -  - \$ 307,050
- Property taxes, 3% adjustment -  + \$ 328,617
- State shared revenues -  + \$ 134,812
- Planning/building revenues -  - \$ 139,550



Variance – Property Taxes

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- Under Idaho law, cities can only increase property tax rates by 3% annually.
- New construction valuation goes to the URA.



FY23 Budget Development

Variance – Planning/Building Revenues

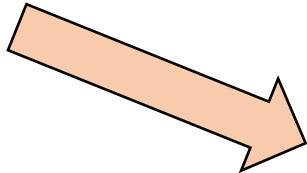
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GENERAL FUND – Planning/Building Revenues		
	FY 2022 Adopted	FY 2023 Proposed
Building Plan Check Fees	\$ 162,500	\$ 130,000
Planning Plan Check Fees	\$ 113,750	\$ 91,000
Fire Plan Check Fees	\$ 113,750	\$ 91,000
Charges for Services	\$ 625,550	\$ 496,600
		↓ \$ 139,550



FY23 Budget Development
Current Fiscal Year [7 months]

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GENERAL FUND			
REVENUES			
Approved Budget	\$	12,840,516	
Collected YTD	\$	7,345,552	57%
Remaining	\$	5,494,964	43%
EXPENDITURES			
Approved Budget	\$	12,840,516	
Spent YTD	\$	6,961,367	54%
Remaining	\$	5,879,149	46%
NET POSITION	\$	384,185	



Key Expense Issues

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- Compensation/benefits
 - FY22: 4% base + one-time compensation (employees <\$80k)
 - Funds to increase entry salary rates (\$70k)
 - Insurance rate increase
 - FY23: 4% base + One-time compensation = % to equal a 9% base increase
 - (to be on par with Blaine Co. & Hailey)
 - Funds to adjust pay compression (\$35k)
 - Another 10% insurance rate increase
- Fuel/utility cost increases
- Additional positions
 - Facilities +1 (Warm Springs Preserve)
 - Planning +1



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Questions?



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Strategic Initiative Fund



FY23 Budget Development

Current Fiscal Year [7 months]

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STRATEGIC INITIATIVE			
REVENUES			
Approved Budget	\$	864,099	
Collected YTD	\$	557,050	65%
Remaining	\$	307,049	35%
EXPENDITURES			
Approved Budget	\$	864,099	
Spent YTD	\$	162,522	19%
Remaining	\$	701,577	81%
NET POSITION	\$	394,528	

**ARPA 2nd installment to come next week*



FY23 Budget Development
Strategic Initiative

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- Approved budget - \$ 864,099
- Fund used to date - \$ 243,200
- Available balance - \$ 620,899



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Local Option Tax Fund



FY23 Budget Development
Current Fiscal Year [7 months]

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Local Option Tax			
REVENUES			
Approved Budget	\$	2,400,000	
Collected YTD	\$	2,184,478	91%
Remaining	\$	215,522	9%
EXPENDITURES			
Approved Budget	\$	2,400,000	
Spent YTD	\$	1,592,321	66%
Remaining	\$	807,679	34%
NET POSITION	\$	592,157	

**Local Option Tax – FY23 Proposed Revenues & Expenses**

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LOCAL OPTION TAX – REVENUES			
FY 2020 Actuals	FY 2021 Actuals	FY 2022 Adopted	FY 2023 Proposed
\$	\$	\$2,400,000	\$2,846,469

Key Expense Issues:

- Visit Sun Valley withdrawal of funding request
 - [\$ 200,000 in FY22] - \$ 0
- Mountain Rides increase in operating and capital funding
 - [\$ 527,000 +\$160k for CIP match in FY22] - \$ 687,000
- Increased transfer to General Fund to cover Fire & Police
 - [\$ 1,718,672 in FY22] - \$ 1,900,000
- Proposed excess revenues to fund CIP



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Questions?



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Capital Improvement Plan



Revenue – CIP does not have significant revenue source, aside from

- Idaho Power Franchise [\$265k]
- Impact fees [\$134k]
- Historically funded via revenue overages in General Fund and Local Option Tax



- New 5th year (2027) added
- Vast majority of 2023 = maintenance & repair of existing assets/equipment, ex:
 - Mill & overlay of East Avenue
 - Mill & overlay of Spruce Street
- New: Warm Springs Preserve improvements (donation-funded)
- Service enhancements = small portion, ex:
 - Bike lane on 2nd Avenue
 - Sharrows on multiple downtown streets



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Questions?



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Housing Action Plan

PROPOSED HOUSING BUDGET

City Council
May 23, 2022

ProjectKetchum.org





DISCUSSION OBJECTIVES

- May 2023 election
 - Option I – No action, no investments until new funding source is secured
 - Option II - Proposed approach for FY2023 is a multiple one-time funding sources
- Existing one-time funds
 - Strategic Initiative = \$620,899
 - General Fund - Fund Balance = \$TBD
 - Capital Improvement Fund Balance = \$683,908



SUMMARY

Projected Operating Income, Total	\$572,527
<i>Projected Income from operations</i>	<i>\$142,353</i>
<i>Projected Income - requested contracts</i>	<i>\$430,174</i>
<i>Proposed Ketchum Contribution</i>	<i>\$251,345</i>
Proposed Operating Expenses	\$572,527
Proposed Program Expenses, Ketchum	\$731,254
PROPOSED TOTAL CONTRIBUTION, KETCHUM	\$982,599



PROJECTED OPERATING INCOME

Contracts for Services total	\$430,174
Blaine County	\$175,829
City of Ketchum	\$175,829
City of Ketchum, benefits contribution	\$75,516
City of Sun Valley	\$0
City of Hailey	\$3,000
CH Administrative Fees	\$5,000
Rental Income, from 2 Elkhorn units	\$18,900
Rental Mgmt Income, Cold Springs Crossing	\$9,085
Rental Income, Lift Tower Lodge (93% occupancy)	\$109,368
Total Revenue	\$572,527



OPERATING EXPENSES

PAYROLL + BENEFITS, LIFT TOWER LODGE

<i>Payroll & Benefit Expenses</i>	
Salaries	\$260,000
Total Payroll/Benefit Expenses	\$179,516
Total Payroll Expenses	\$439,516
<i>Lift Tower Lodge</i>	
Lift Tower Lodge Operations Total	\$35,761



OPERATING EXPENSES

GENERAL + ADMINISTRATIVE, ONE-TIME

<i>General and Administrative</i>	
Ads	\$3,000
Dues & Subscriptions & Credentials	\$1,000
HOA Dues	\$13,200
Tidwell Appeal	\$20,000
Mileage Reimbursement	\$125
Postage & Delivery	\$125
Office Rent	\$12,000
Telephone & Internet/Website expenses	\$2,800
G & A Subtotal	\$52,250
<i>One-Time Expenses</i>	
training, certifications + travel	\$15,000
intern, graduate student	\$20,000
furniture & office equipment	\$2,000
Contract labor	\$8,000
One-Time Expenses Subtotal	\$45,000
TOTAL OPERATING EXPENSES	\$572,527



PROPOSED PROGRAM EXPENSES

1. <i>Create + Preserve Housing</i> : Architect to explore Master Planning YMCA, Leadville	\$75,000
1. <i>Create + Preserve Housing</i> : Historic preservation architect, Forest Service Park	\$30,000
1. <i>Create + Preserve Housing</i> : ADU incentive	\$9,000
1. <i>Create + Preserve Housing</i> : Lease to Locals	\$500,000
3. <i>Housing Stability</i> : Tenant Mediation Services	\$50,000
3. <i>Housing Stability</i> : One Stop Shop for housing applicants	\$10,000
3. <i>Housing Stability</i> : Analyzing, enforcing, training on deed restriction compliance	\$19,754
5. <i>Inform, Engage, Collaborate</i>	\$37,500
Program Subtotal	\$731,254

PROJECTED COST OF ALL HAP ACTIONS





GOAL 1 Create + Preserve Housing

GOAL & ACTION	MINIMUM INVESTMENT	IDEAL INVESTMENT	REQUESTED FUNDS, CITY	REQUESTED FUNDS, COUNTY
2. New Construction	-	-	-	-
architect for exploring master planning YMCA, Lift Tower Lodge	\$75,000	\$75,000	\$75,000	-
Washington St.	\$1,500,000	\$1,500,000	-	\$1,500,000
3. Preservation of existing affordable housing	\$500,000	\$1,500,000	-	-
5. Forest Service Park preservation for housing	-	-	-	-
Architect	\$30,000	\$30,000	\$30,000	-
Improvements	\$600,000	\$800,000	-	-
6. ADU incentives + education	\$9,000	\$109,000	\$9,000	-
7. pathway to ownership: downpayment assistance, etc.	\$500,000	\$1,500,000	-	-
8. Lease to Locals	\$500,000	\$1,360,000	\$500,000	\$406,000
Technical assistance on program development	\$15,000	\$30,000	-	-
<i>Goal 1 Total</i>	<i>\$3,729,000</i>	<i>\$6,904,000</i>	<i>\$614,000</i>	<i>\$1,906,000</i>



GOAL 2 Update Policy to Promote Housing

GOAL 3 Create + Improve Services to Create Housing Stability

GOAL & ACTION	MINIMUM	IDEAL	REQUESTED FUNDS, CITY	REQUESTED FUNDS, COUNTY
Goal 2: Update Policy to Promote Housing				
7. 8. 9. Specialty legal assistance on Fair Housing, discrimination	-	\$20,000	\$10,000	-
Goal 3: Create + Improve Services to Create Housing Stability				
5. tenant mediator and legal support	\$25,000	\$100,000	\$50,000	\$50,000
5. design + implement one-stop shop for housing applicants	-	\$20,000	\$10,000	\$10,000
5. education + programming (budgeting + financial planning, lending circle, landlord-tenant law, Fair Housing)	\$5,000	\$50,000	-	-
5. emergency assistance	-	\$382,500	-	-
6. analyze compliance processes, inventory and deed restriction	\$9,754	\$9,754	\$9,754	-
6. compliance training	\$5,000	\$10,000	\$10,000	-
7. physical housing options	-	-	-	-
Silver Creek Living	\$123,000	-	-	\$123,000
mobile, prefab, or tiny homes, acquisition or new construction for emergencies	\$100,000	\$1,000,000	-	-
<i>Goal 3 Total</i>	<i>\$267,754</i>	<i>\$1,572,254</i>	<i>\$79,754</i>	<i>\$183,000</i>



GOAL 5 Inform, Engage, + Collaborate

GOAL & ACTION	MINIMUM	IDEAL	REQUESTED FUNDS, CITY	REQUESTED FUNDS, COUNTY
2. materials & design for annual HAP update	\$3,700	\$7,400	\$7,400	-
5. facilitation of quarterly meetings	\$15,000	\$15,000	-	\$15,000
6. Housing Department start-up, technical assistance	-	\$15,000	\$7,500	\$7,500
7. implementation partner training	-	\$10,000	-	\$10,000
7. communication strategy + story boards	\$2,500	\$5,000	\$2,500	\$2,500
7. community education and outreach - design services	\$20,000	\$20,000	\$10,000	\$10,000
7. rebranding	\$3,000	\$3,000	\$3,000	-
7. website	\$5,000	\$5,000	\$2,500	\$2,500
7. translation services - verbal	\$600	\$600	\$600	-
7. translation services - written	\$3,000	\$3,000	\$1,500	\$1,500
10. Comparable city visits	\$1,500	\$2,500	\$2,500	-
<i>Goal 5 Total</i>	<i>\$54,300</i>	<i>\$86,500</i>	<i>\$25,000</i>	<i>\$49,000</i>



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Questions



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Enterprise Funds Financial Discussion and Rate Analysis



FY23 Budget Development
Water – 7 months in

DRAFT

WATER			
REVENUES			
Approved Budget	\$	2,469,632	
Collected YTD	\$	961,968	39%
Remaining	\$	1,507,665	61%
EXPENDITURES			
Approved Budget	\$	2,469,632	
Spent YTD	\$	960,172	39%
Remaining	\$	1,509,460	61%
NET POSITION	\$	1,796	



- Summary of Current Financial Projection
- Review of Financial Assumptions
- Rate Comparison/Structure
- Presentation of Various 10-Year Financial Scenarios
 - Discussion
- Next Steps



Water – Projected Financial Position (5-year)

DRAFT

- Based on Current 5-Year CIP
- Assumes a 3% annual rate increase (2024-2027)
- Current Undesignated Fund Balance
 - \$1,612,512
- Projected FY 2027 Undesignated Fund Balance
 - \$(2,665,841)
- No formal reserve policy



Water – Current Rate Comparison

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- Hailey
 - 12 rate tiers
 - Ranging from \$0.48 to \$6.10 per 1000 gallons
- Ketchum
 - 4 rate tiers
 - Ranging from \$1.15 to \$6.98 per 1000 gallons
- More cities to come



Water – Financial Assumptions

DRAFT

- Capital Expenditures
 - Based on Current 5-Year CIP (2023-2027)
 - CIP Expenses for the “Out” Years (2028-2032)
 - Assumed at \$500k 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
- Undesignated Fund Balance
 - Recommendation to establish an 180 day operating reserve

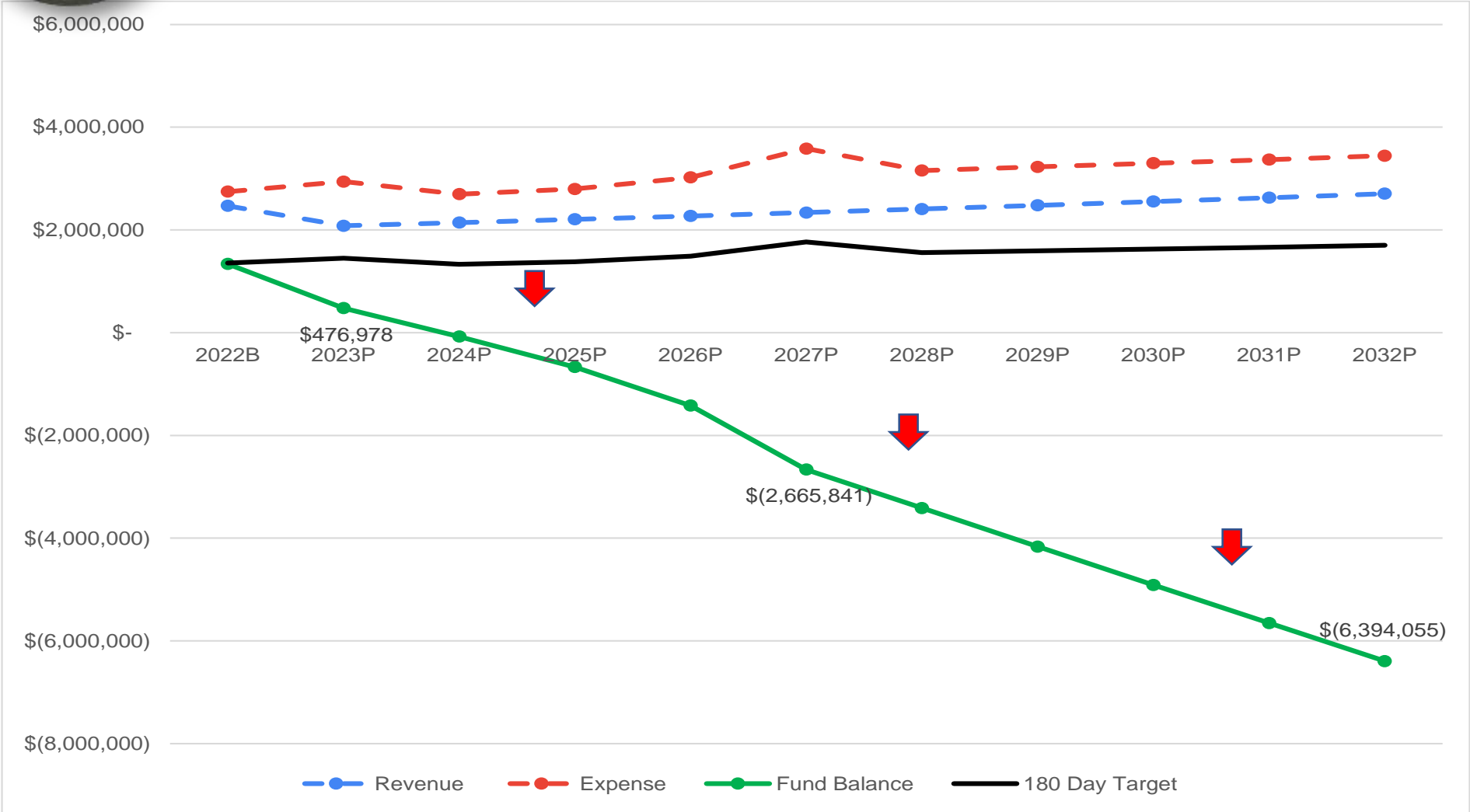


FY23 Budget Development

Water – 10-year Rate Scenarios

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Assumes a **3%** annual rate increase (2023-2032)



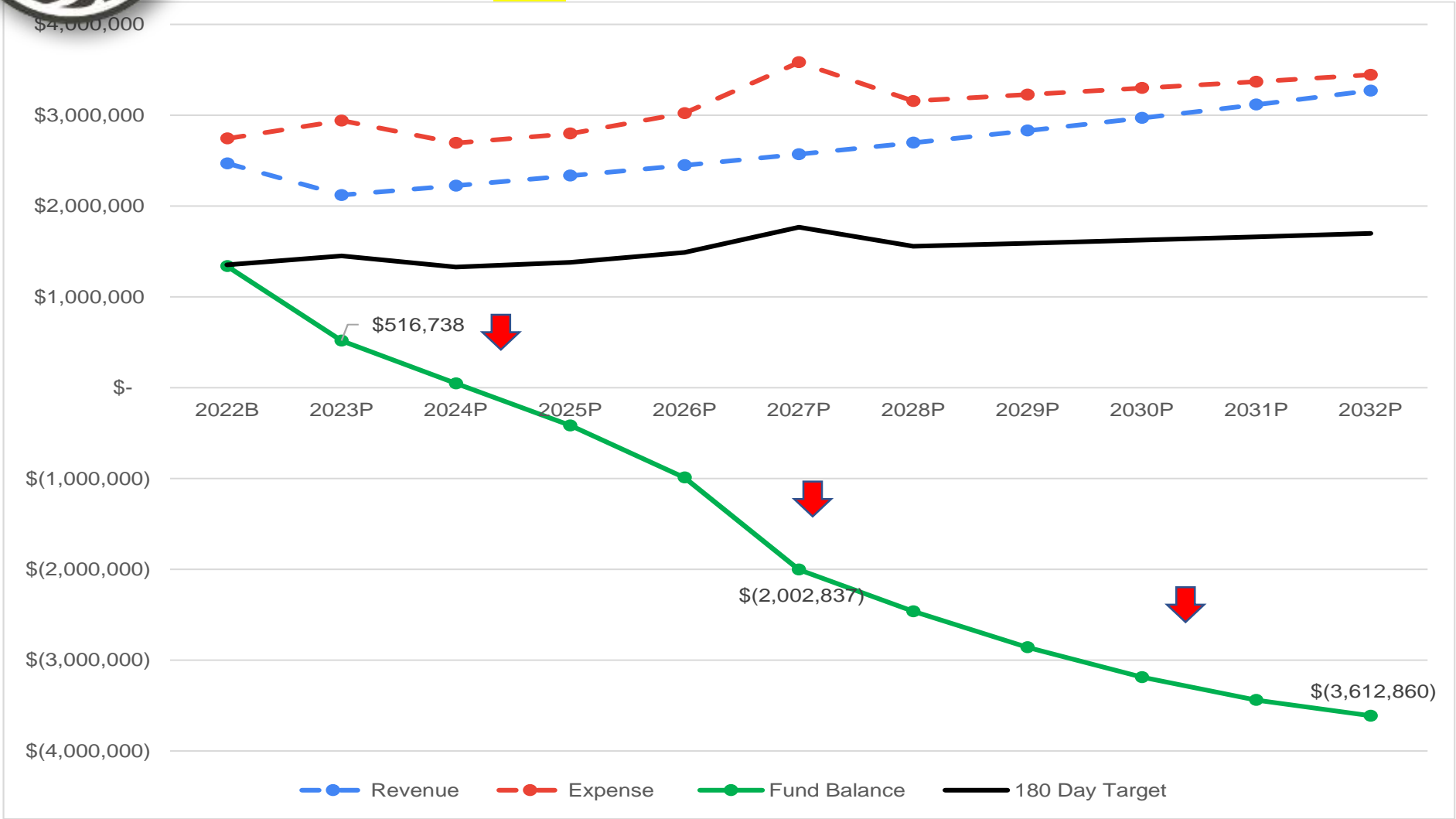


FY23 Budget Development

Water – 10-year Rate Scenarios

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Assumes a **5%** annual rate increase (2023-2032)

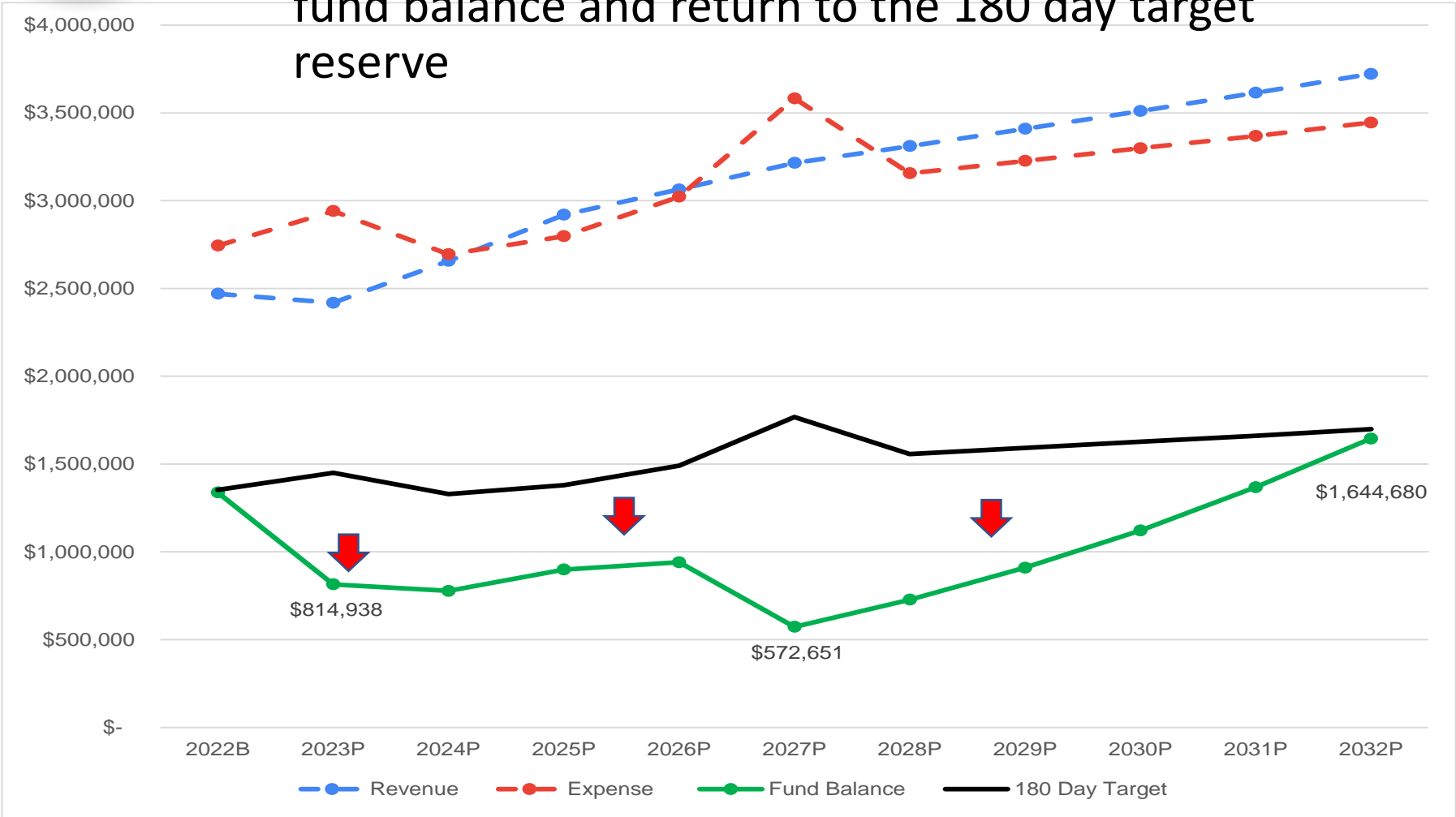




FY23 Budget Development
Water – 10-year Rate Scenarios

DRAFT

Assumes a **variable increase** to maintain a positive fund balance and return to the 180 day target reserve



Rate Increases:

2023:	20%
2024:	10%
2025:	10%
2026:	5%
2027:	5%
2028:	3%
2029:	3%
2030:	3%
2031:	3%
2032:	3%

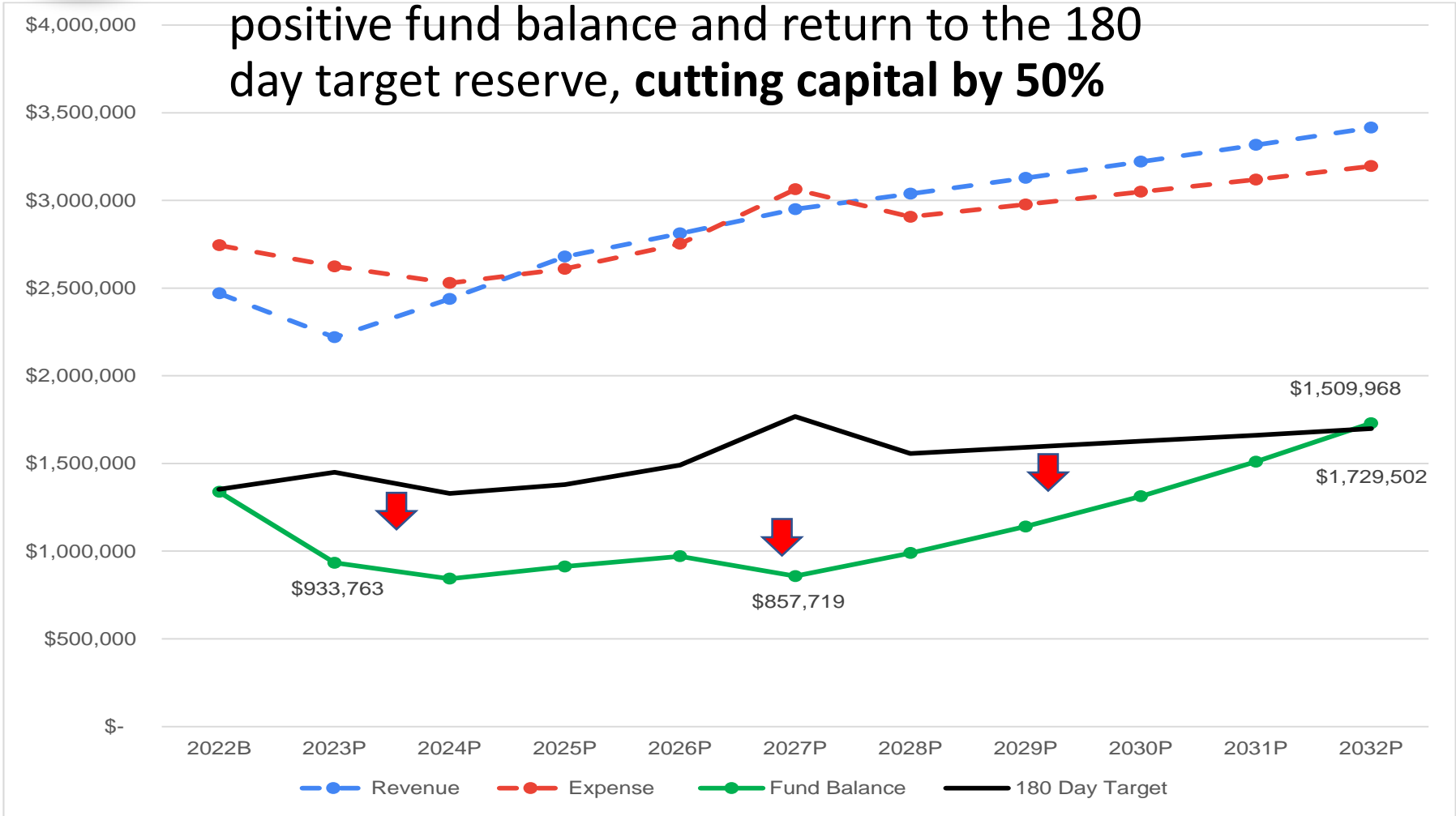


FY23 Budget Development

Water – 10-year Rate Scenarios

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Assumes a **variable increase** to maintain a positive fund balance and return to the 180 day target reserve, **cutting capital by 50%**



Rate Increases:

2023:	10%
2024:	10%
2025:	5%
2026:	5%
2027:	3%
2028:	3%
2029:	3%
2030:	3%
2031:	3%
2032:	3%



- Rate structure is currently being reviewed
 - Alignment with peers and sustainability measures
- Currently a 4-tier rate structure
 - Looking to add additional tiers
- Complete analysis and recommendation forthcoming for June meeting



- Further refinement of both projected operating and capital expenditures, when and if possible.
- Forthcoming recommendation to City Council
 - Rate structure recommendation to City Council
 - Single year City Council Action on rates
 - Consensus on long term approach for financial sustainability and the corresponding impact to rates
- Questions?



Budget Planning

Wastewater – 7 months in

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WASTEWATER			
REVENUES			
Approved Budget	\$	1,206,000	
Collected YTD	\$	647,301	54%
Remaining	\$	558,699	46%
EXPENDITURES			
Approved Budget	\$	1,206,000	
Spent YTD	\$	71,371	6%
Remaining	\$	1,134,629	94%
NET POSITION	\$	575,930	



Agenda

- Summary of Current Financial Projection
- Review of Financial Assumptions
- Rate Comparison/Structure
- Presentation of Various 10-Year Financial Scenarios
 - Discussion
- Next Steps

Projected Financial Position (5-Year)

- Based on Current 5-Year CIP
- Assumes a 3% annual rate increase (2024-2027)
- Current Undesignated Fund Balance
 - \$1,115,578
- Projected FY 2027 Undesignated Fund Balance
 - \$(183,736)
- No formal reserve policy

Current Rate Comparison

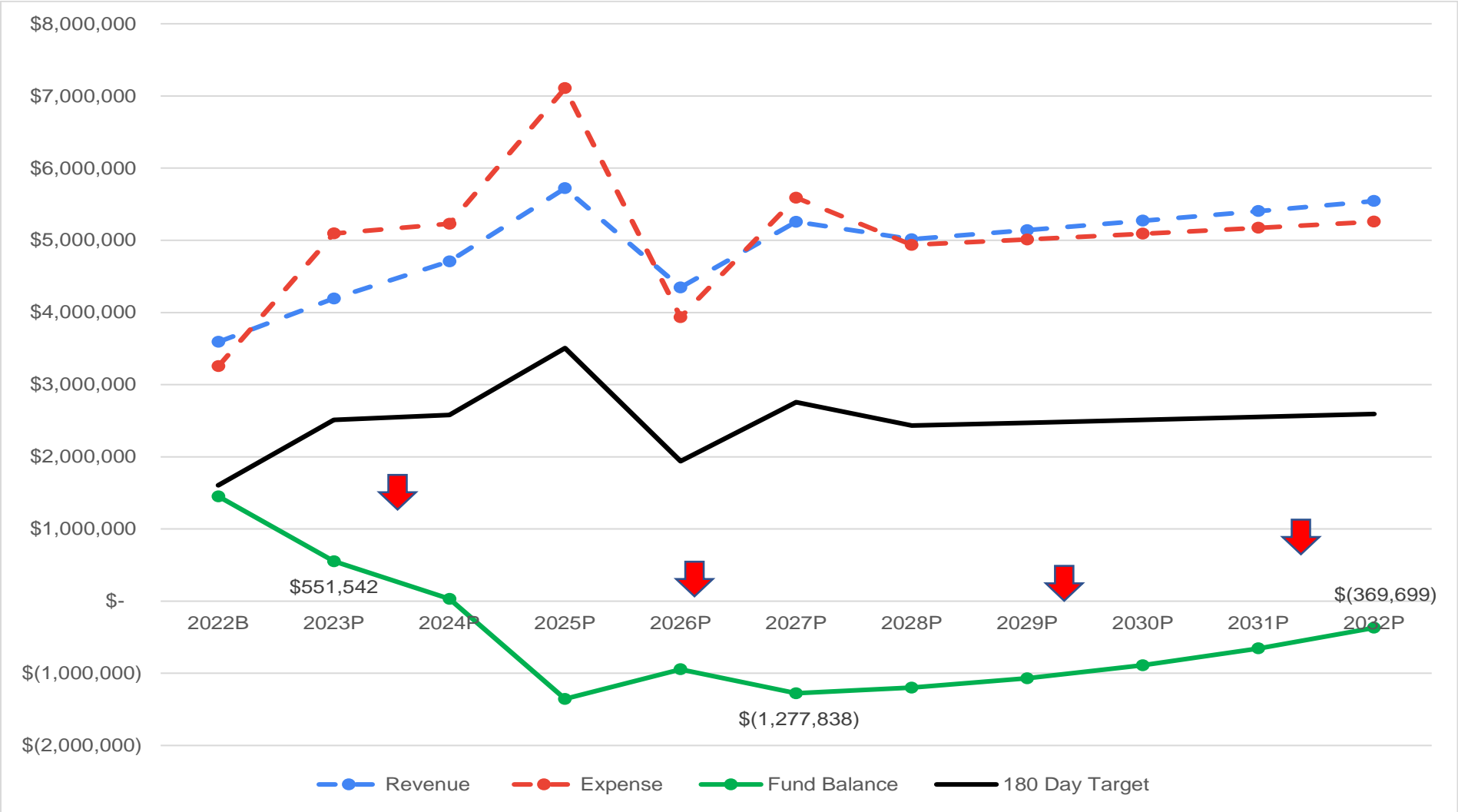
- Forthcoming (see attachment)

Financial Assumptions

- Capital Expenditures
 - Based on Current 5-Year CIP (2023-2027)
 - CIP Expenses for the “Out” Years (2028-2032)
 - Assumed at \$2.3M 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 (e.g. Debt service)
- Undesignated Fund Balance
 - Recommendation to establish an 180 day operating reserve

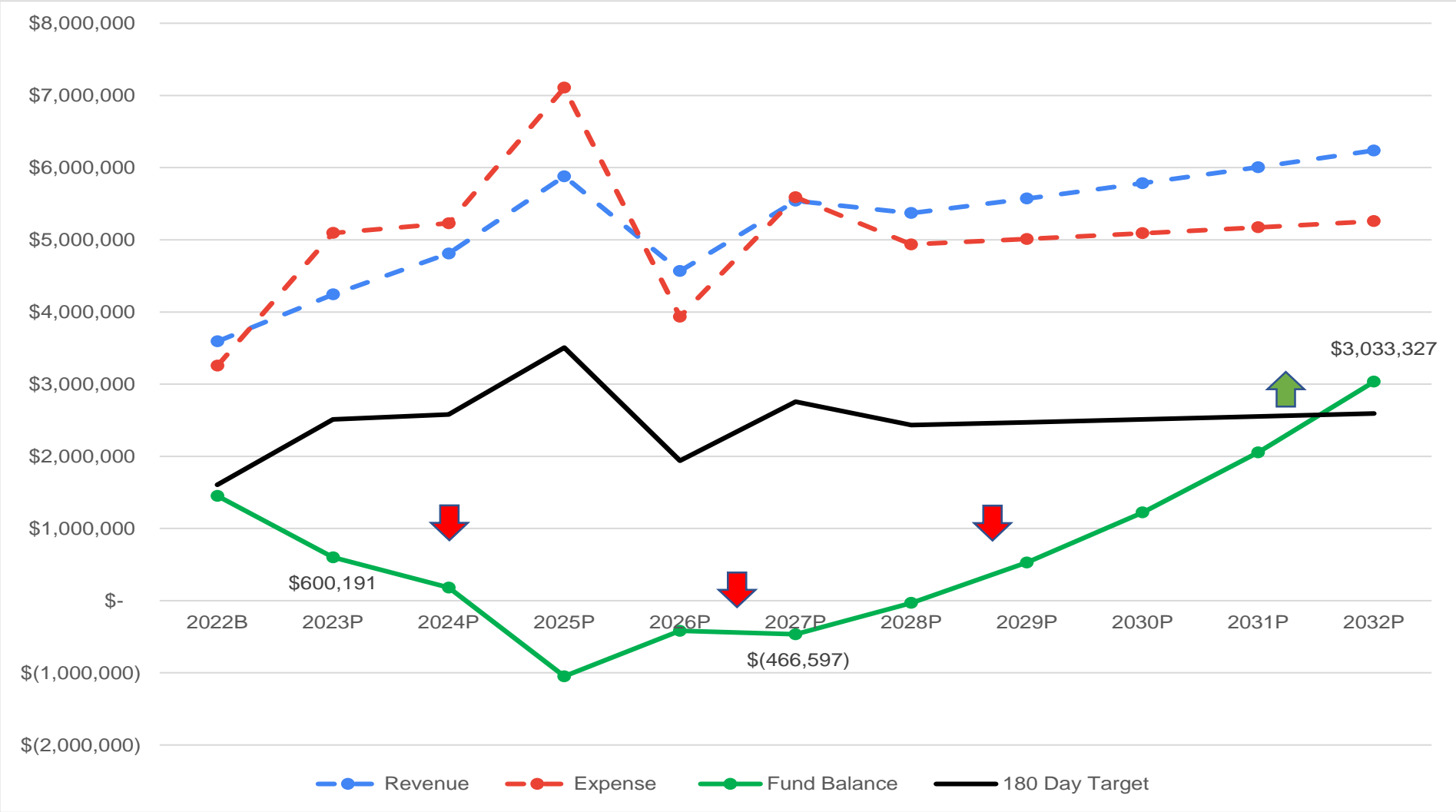
10-Year Rate Scenarios

Assumes a **3% annual rate increase (2023-2032)**



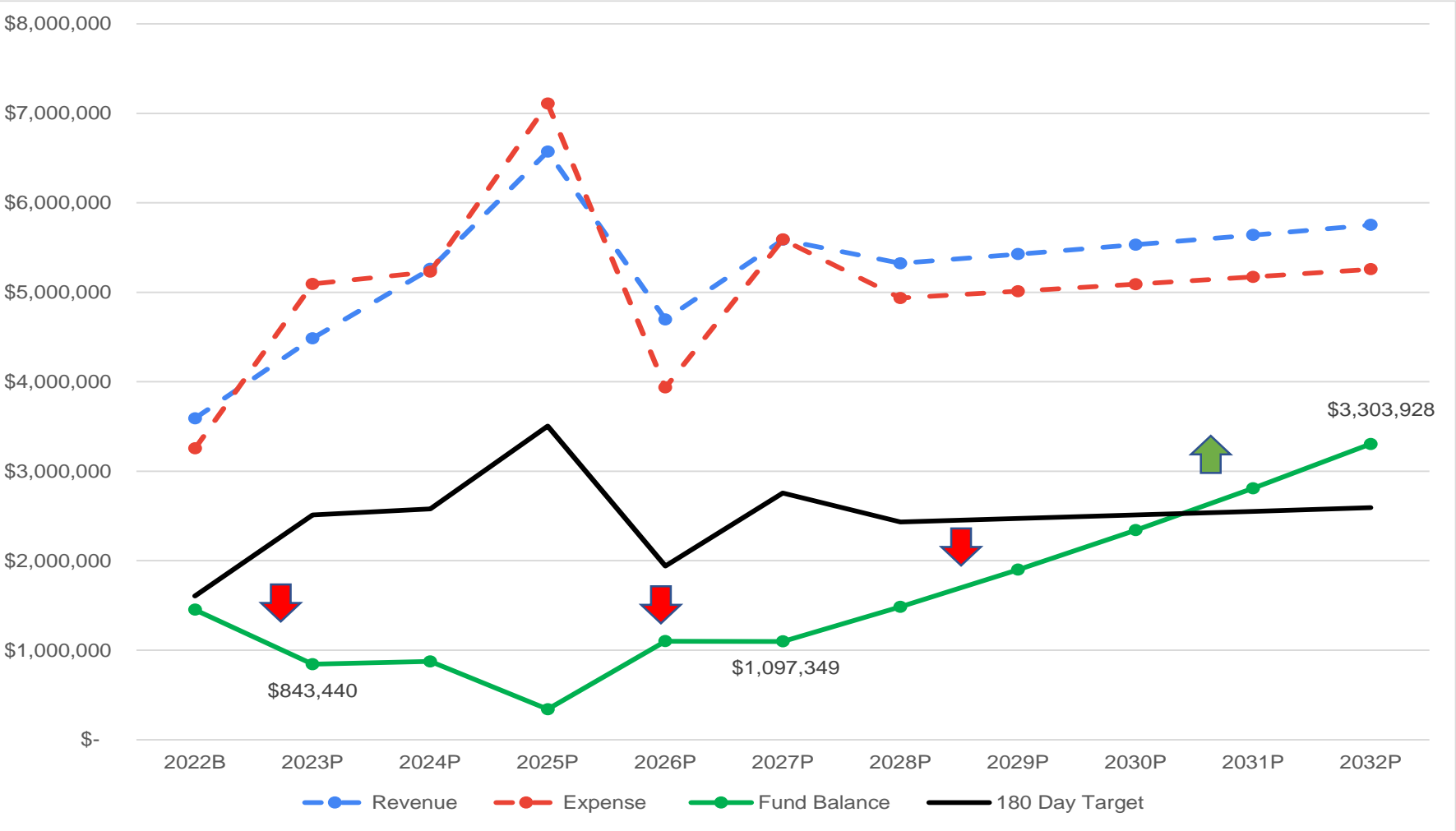
10-Year Rate Scenarios

Assumes a 5% annual rate increase (2023-2032)



10-Year Rate Scenarios

Assumes a **variable increase** to maintain a positive fund balance and return to the 180 day target reserve, **No Debt**

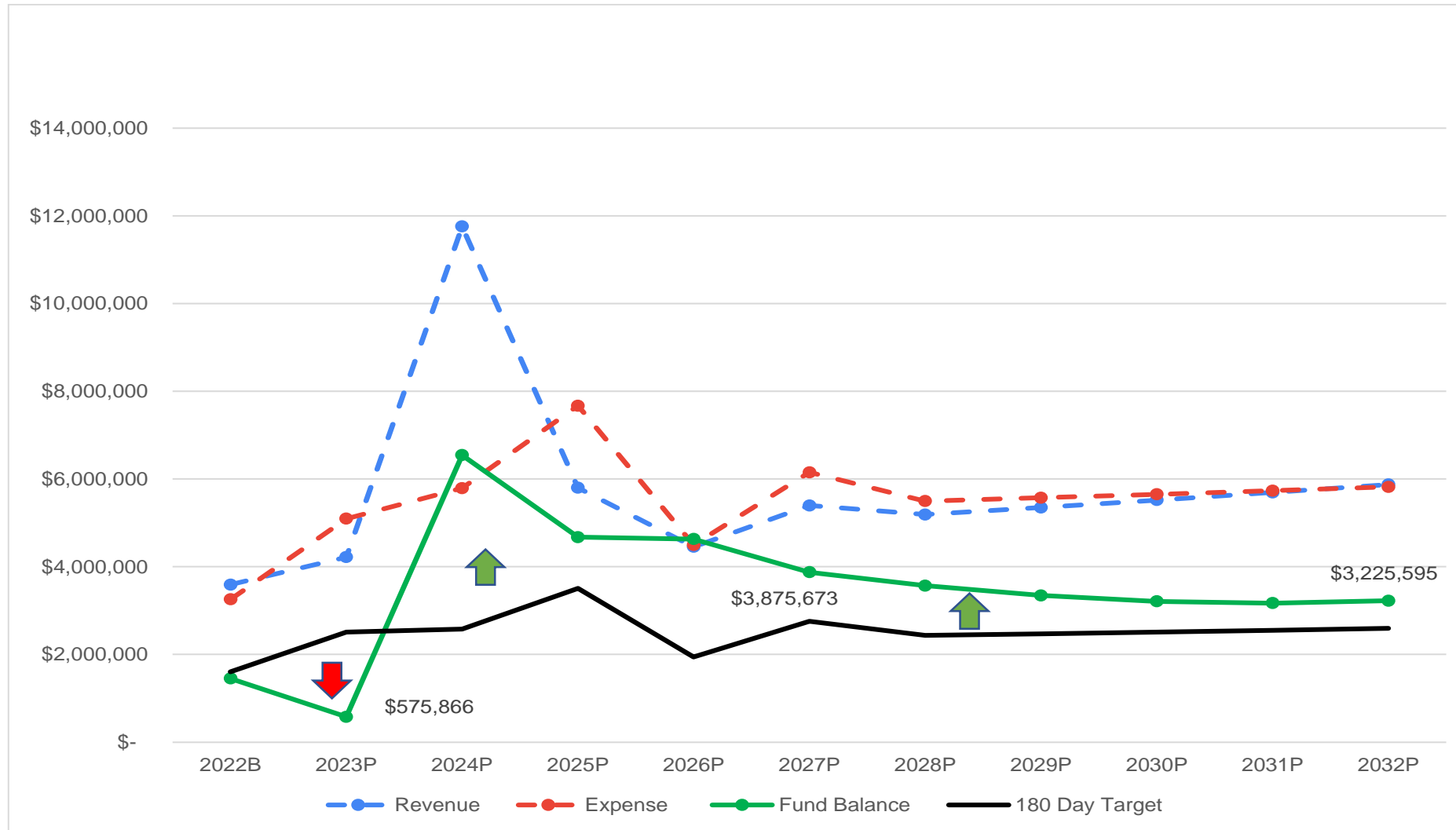


Rate Increases:

2023:	15%
2024:	12%
2025:	12%
2026:	-12%
2027:	2%
2028:	2%
2029:	2%
2030:	2%
2031:	2%
2032:	2%

10-Year Rate Scenarios

Assumes a **4% annual increase** with **\$7 million in Debt**



Rate Structure?

- Complete analysis and recommendation forthcoming for June meeting

Discussion

Next Steps

- Further refinement of both projected operating and capital expenditures, when and if possible.
- Forthcoming recommendation to City Council
 - Single year City Council Action on rates
 - Consensus on long term approach for financial sustainability and the corresponding impact to rates



Budget Planning

Wrap-up

- Potential Changes?
- Additional Information Needed?



- May – early June
 - Continue to refine department expense requests
 - Refine Capital Improvement Plan
- June 17th – Delivery of draft budget book
- June 27th – Budget workshop (9-Noon)