



**CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING**

**Monday, May 17, 2021, 4:00 PM**

**480 East Avenue, North, Ketchum, Idaho**

**AMENDED**

**Agenda**

**In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at [ketchumidaho.org/meetings](http://ketchumidaho.org/meetings).**

**If you would like to comment on an agenda item, please submit your comment to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting. Comments will be provided to the City Council.**

**If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please dial the number below. You will be called upon for comment during that agenda item.**

**Dial-in: +1 253 215 8782  
Meeting ID: 976 2316 1387**

- **CALL TO ORDER:** By Mayor Neil Bradshaw
- **ROLL CALL**
- **COMMUNICATIONS FROM MAYOR AND COUNCILORS**
- **CONSENT AGENDA:** Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
  1. Authorization and approval of the payroll register
  2. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$527,099.06 as presented by Shellie Rubel, Interim Treasurer.
  3. Monthly Financial State of the City - Shellie Rubel, Interim Treasurer
  4. Approval of Minutes from 4/15/2021 and 4/19/2021
  5. Westcliff Town Homes Preliminary Plat and Phasing Agreement - Suzanne Frick, Director of Planning and Building
  6. Recommendation to approve Encroachment Agreement 20620 with Idaho Power for 162 Irene - Suzanne Frick, Director of Planning and Building
  7. Recommendation to approve Lease 20629 with Morgan Landers and Brian Eggleton - Suzanne Frick, Director of Planning and Building
  8. Recommendation to approve Independent Contractor Agreement 20638 with Nested Strategies - Jade Riley, City Administrator
  9. Recommendation to approve contract with DC Engineering for preliminary back up power to Water Operations Building - Pat Cooley, Water Division Supervisor
  10. Recommendation to approve the Joint Defense and Confidentiality Agreement for the Idaho Department of Water Resources administrative proceeding - Matthew Johnson, City Attorney

11. Recommendation to Approve Artist Loan Agreement 20631 for Ketchum Arts Commission performance art event - Julia Mace, Recreation Supervisor
  12. Recommendation to appoint Tara Fenwick to serve as City Clerk - Mayor Neil Bradshaw
  13. Recommendation to appoint of Shellie Rubel as City Treasurer - Mayor Neil Bradshaw
  14. Request to approve Interim Budget Change to fund Associate Planning Position - Jade Riley, City Administrator
  - 15. Recommendation to Award Contract with Idaho Materials & Construction - Brian Christiansen, Director of Streets and Facilities**
  - 16. Recommendation to Approve the Purchase of Four Pickleball Nets - John Kearney, Director of Recreation**
- NEW BUSINESS (no public comment required)
    17. ACTION ITEM: Consideration and adoption of Ketchum Public Health Emergency Order 21-01 - Neil Bradshaw, Mayor
  - PUBLIC HEARING
    18. Recommendation to hold a public hearing and approve the SWC Condominiums Units 1-B1 & 1-C1 Lot Line Shift Application - Suzanne Frick, Director of Planning and Building
  - EXECUTIVE SESSION
    19. Enter into Executive Session to consider labor contract matters pursuant to 74-206(j)
  - ADJOURNMENT

If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold.

Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

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Thank you for your participation.

We look forward to hearing from you

## 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
<b>GENERAL FUND</b>			
<b>01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD</b>			
NBS-NATIONAL BENEFIT SERVI	CP283575	FSA	2,835.58
<b>01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC</b>			
NBS-NATIONAL BENEFIT SERVI	CP283575	DCA	1,984.59
Total :			4,820.17
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Medical	1,004.38
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	19.84
<b>01-4110-3200 OPERATING SUPPLIES</b>			
US BANK	6235 042621	Zoom	199.90
Total LEGISLATIVE & EXECUTIVE:			1,224.12
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Medical	308.23
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	38.70
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
GEM STATE PAPER & SUPPLY	1048822	Paper supplies, soaps, cleaners	105.26
TREASURE VALLEY COFFEE INC	2160 07475344	Spring Water (5gl)	15.90
US BANK	2022 042621	Amazon Varidesk Pro for Genoa	395.00
US BANK	4694 042621	Amazon Headset	35.98
US BANK	6235 042621	Amazon Cornell Notes Notebook	4.95
US BANK	6235 042621	Amazon Pendaflex Tops Innovative steno Project Ruled Notebook	4.19
US BANK	6235 042621	Infograpify - Design Templates	39.99
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	109331	Caselle Support & Maintenance for 6/2021	2,204.00
KETCHUM COMPUTERS, INC.	17929	Computer maintenance & support	5,861.70
KETCHUM COMPUTERS, INC.	17930	BCSO - Monthly maintenance	1,208.25
BROWN, LINDA DIANE	2105	Mail Delivery for May 2021	100.00
BACKGROUND INVESTATION B	CIT025050121-	Background Checks	98.95
WESTERN RECORDS DESTRUCT	0538545	April Records Destruction	65.00
VALLEY TEMP SERVICES INC	6938	Temporary help clerk's office	838.50
VALLEY TEMP SERVICES INC	6939	Temporary help clerk's office	546.00
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	1002196 04302	1002196 043021	762.06

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	221469301	74754376 042421	2.86
US BANK	2745 042621	8X8 Inc	2,477.65
COX BUSINESS	047131901 042	047131901 042521	129.79
<b>01-4150-5110 COMPUTER NETWORK</b>			
US BANK	2745 042621	Software Updates	1,499.50
US BANK	2745 042621	Credit Microsoft	30.58-
<b>01-4150-5150 COMMUNICATIONS</b>			
JOHNNY G'S SUBSHACK, LLC	54795	Kathleen Schwartzenger's Retirement Lunch	550.80
MASON'S TROPHIES & GIFTS	94566	Plaque for Kathleen Schwartzenger	62.79
US BANK	6235 042621	Shutterstock- No Receipt	30.74
US BANK	6235 042621	Constant Contact Monthly Billing	9.50
US BANK	6235 042621	Facebook	63.67
US BANK	6235 042621	Vimeo	84.00
US BANK	6235 042621	Mailchimp-Monthly subscribers	87.99
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001411614	960 042621	34.20
CLEAR CREEK DISPOSAL	0001412841	951449 042621	60.00
INTERMOUNTAIN GAS	3264933000 04	3264933000 042721	251.60
INTERMOUNTAIN GAS	4491903000 04	4491903000 042621	22.36
<b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
US BANK	6235 042621	Amazon Logitech Webcam	17.01
Total ADMINISTRATIVE SERVICES:			17,986.54
<b>LEGAL</b>			
<b>01-4160-4270 CITY PROSECUTOR</b>			
ALLINGTON, ESQ., FREDERICK	120273	Monthly Prosecutor Payment	3,769.92
ALLINGTON, ESQ., FREDERICK	120274	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			7,539.84
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	16.25
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	107586	New Name Plates, Jakub, Rick, Wendolyn, Mattie	53.20
COPY & PRINT, L.L.C.	107589	Office Supplies	107.78
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
UNITED OIL	965181	39060 043021	98.31
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>			
DIVISION OF BUILDING SAFETY	05032021	April 2021 Building Permit Fees	27,253.11
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	1002196 04302	1002196 043021	770.46
Total PLANNING & BUILDING:			28,299.11



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-4500 1ST/WASHINGTON RENT</b>			
URBAN RENEWAL AGENCY	4763	Parking Lot Rent-May 2021	3,000.00
<b>01-4193-6500 CONTRACT FOR SERVICE</b>			
ECO EDGE	81004	Eco Edge Contract 2020-2021	1,068.75
ECO EDGE	85004	Eco Edge Contract 2020-2021	881.25
ECO EDGE	85005	Eco Edge Contract 2020-2021	1,106.25
Total NON-DEPARTMENTAL:			6,056.25
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	27.48
<b>01-4194-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
US BANK	2022 042621	Amazon Amcrest 1080P Webcam with Microphone & Privacy Cover	89.94
<b>01-4194-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2105-769583	Rotary Park - Cotton Mop Head, Janitor Mop Stick, Mop Bucket with Wringer	94.17
CHATEAU DRUG CENTER	2373329	Bathroom Cleaner	4.74
US BANK	2022 042621	Amazon Work Clothes (Bomber Protective Construction Hooded Sweatshirts	86.97
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	965168	38950 043021	282.37
<b>01-4194-4200 PROFESSIONAL SERVICES</b>			
LILY & FERN, LLC	3997	Spring Cleaning and Pruning	155.00
LILY & FERN, LLC	4006	Spring Cleaning and Pruning	205.00
<b>01-4194-4210 PROFESSIONAL SERVC-CITY TREES</b>			
ARBOR CARE	5299	Little Park Tree Care	202.00
<b>01-4194-4220 PROF SERV-CITY BEAUTIFICATION</b>			
LILY & FERN, LLC	3934	Flower Maintenance	3,877.91
<b>01-4194-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001411613	960 042621	127.40
CLEAR CREEK DISPOSAL	0001411616	960 042621	127.10
CLEAR CREEK DISPOSAL	0001411617	960 042621	170.55
CLEAR CREEK DISPOSAL	0001412493	56339 042621	137.00
INTERMOUNTAIN GAS	3264933000 04	3264933000 042721	12.00
INTERMOUNTAIN GAS	6566903000 04	6566903000 042621	9.79
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
WESTERN BUILDING MAINTEN	0129576-IN	Monthly Janitorial Service	5,228.12
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2104-764723	4x8-23/32 AC Ext. for Skate Park Sign	87.42
A.C. HOUSTON LUMBER CO.	2104-766043	2x6-8 SEL Structure Fir/LR S-Dry for 511 Steps	33.90
A.C. HOUSTON LUMBER CO.	2104-766044	10.1 oz DAP LTX CLK W/Sil Clr for City Hall	3.79
A.C. HOUSTON LUMBER CO.	2104-766520	Concrete Bonding Additive, Commercial Sponge for 511 Steps	36.07
A.C. HOUSTON LUMBER CO.	2105-768264	80# Concrete Dry Mix	14.16
A.C. HOUSTON LUMBER CO.	2105-768289	6" Quick Grip Clamp	130.74
A.C. HOUSTON LUMBER CO.	2105-768322	10.1 oz Polyur Caulk White, Adhesive Spreader	33.14

Vendor Name	Invoice Number	Description	Net Invoice Amount
A.C. HOUSTON LUMBER CO.	2105-768546	Skate Park Signs Discs	32.67
A.C. HOUSTON LUMBER CO.	2105-768752	Skate Park Signs Wood Screw, Plastic Wood Filler	20.03
A.C. HOUSTON LUMBER CO.	2105-769298	Quick Epoxy for Skate Park Sign #2	4.69
ARBOR CARE	5443	Chemicals for 2021 Spraying Season	620.00
CHATEAU DRUG CENTER	2375145	Skate Park Sign	5.54
CHATEAU DRUG CENTER	2375790	2 Ton Epoxy	7.71
COLOR HAUS, INC.	245425	Skate Park Sign Supplies	43.78
COLOR HAUS, INC.	245610	Z-Pro Chip Brush 4"	19.16
COLOR HAUS, INC.	245880	Skate Park Sign Supplies	44.09
COLOR HAUS, INC.	245930	Acetone Quart	13.59
MOSS GARDEN CENTER	188760	G&B Compost	7.19
PIPECO, INC.	S14336.001	Parts for Bike Park	1.29
PIPECO, INC.	S4099227.001	100 Ft 1/2 GPH 6" SPA 1/4"x100' Dripperline Brown NDS, 100 ea GP-2 Dual Goof Plug NDS, T250 1/4" Barbed Tee NDS	30.38
PIPECO, INC.	S4106328.001	Lt Blue MP Rotator Hunter	61.33
PIPECO, INC.	S4108284.001	Parts for Skate Park	182.25
PIPECO, INC.	S4108895.001	Parts for Little Park	13.24
PIPECO, INC.	S4110210.001	Sprinkler Parts (Rain Bird)	62.56
PIPECO, INC.	S4110367.001	Falcon Rotor Parts, PVC Nipple, Elbow, Rotator Hunter for Little Park	128.37
PIPECO, INC.	S4110669.001	Parts for Little Park	13.34
PIPECO, INC.	S4113194.001	Parts for Pump Park	163.87
PIPECO, INC.	S4113546.001	Parts for Pump Park	39.23
SAWTOOTH WOOD PRODUCTS, I	0000125981	SG20 Manual Backpack Sprayer	119.99
US BANK	2022 042621	Amazon Set of 2 High Back Seats for John Deere Turf Gator	179.94
US BANK	2022 042621	Amazon 4x6 American Flag	42.95
US BANK	2022 042621	Sun Valley Cleaners Tableclothes	170.00
US BANK	2022 042621	Credit for Westinghouse Outdoor Power Equipment from Amazon	116.47-
US BANK	2022 042621	Woodland Power Products Credit for sales tax charged	22.25-
US BANK	2022 042621	Woodland Power Products Power Vacuum	335.35
WEBB LANDSCAPING	B-IN-154614	Pine, Swiss Stone 8'	480.00
WEBB LANDSCAPING	K-IN-155018	Bulk Flower Seed	8.78
WEBB LANDSCAPING	K-IN-155206	Perennial Cup 4"	19.96
WEBB LANDSCAPING	K-IN-155368	Perennial Cap 4"	44.91
Total FACILITY MAINTENANCE:			13,954.23

**POLICE****01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Medical	1,182.31
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**01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	9.80
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Vision	90.00

**01-4210-3100 OFFICE SUPPLIES & POSTAGE**

CHATEAU DRUG CENTER	2373643	Sunscreen	11.39
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**01-4210-3200 OPERATING SUPPLIES**

A.C. HOUSTON LUMBER CO.	2103-753010	Knee Pads for CSO	39.99
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**01-4210-3610 PARKING OPS PROCESSING FEES**

OMNI PARK	122887	Omni Park Software Upgrade	737.00
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**01-4210-3620 PARKING OPS EQUIPMENT FEES**

CALE AMERICA, INC.	163807	April 2021 Active Meters	165.00
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Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4210-4200 PROFESSIONAL SERVICES</b>			
IDAHO STATE POLICE	S21100538	BCI0069 042621	33.25
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	201039	BCSO Law Enforcement Services	118,983.33
BLAINE COUNTY CLERK/RECOR	201040	BCSO Law Enforcement Services	118,983.33
Total POLICE:			240,235.40
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Medical	665.62
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	68.35
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
A.C. HOUSTON LUMBER CO.	2105-767905	TM249 1X2 SOL HEM LF FOR FIRE TRAINING	7.80
ATKINSONS' MARKET	02000441	Coffee	13.77
COPY & PRINT, L.L.C.	106976	New Permit Forms	26.93
COPY & PRINT, L.L.C.	107608	Folders, Correction Tape	15.99
US BANK	4977 042621	4977 042621	284.84
US BANK	4977 042621	4977 042621	237.80
US BANK	4977 042621	4977 042621	16.50
WEIDNER FIRE	58746	Fire Hooks for Truck 1	586.94
NALDER, JOANN	500	SEAMSTRESS	298.00
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
ATKINSONS' MARKET	02000441	Coffee	13.77
BOUNDTREE MEDICAL	84040805	Medical Supplies	93.96
BOUNDTREE MEDICAL	84047545	Medical Supplies	2,899.74
COPY & PRINT, L.L.C.	107608	Folders, Correction Tape	15.98
NORCO	31795616	54794 040721	201.62
NORCO	31980564	52355 043021	35.10
NORCO	31981623	54794 043021	222.00
PRAXAIR DISTRIBUTION INC.	63115530	Cylinder Rental	59.30
US BANK	4977 042621	4977 042621	24.00
US BANK	4977 042621	4977 042621	16.50
HENRY SCHEIN	92908341	Drugs	157.70
HENRY SCHEIN	92908341	Medical Supplies	344.37
HENRY SCHEIN	92927205	Medical Supplies	216.77
HENRY SCHEIN	93019388	Drugs	538.04
HENRY SCHEIN	93029984	Medical Supplies	198.58
HENRY SCHEIN	93029984	Drugs	79.10
HENRY SCHEIN	93201338	Drugs	261.41
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	965017	37267 043021	218.31
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	965017	37267 043021	49.84
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>			
US BANK	4977 042621	4977 042621	86.00
<b>01-4230-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
US BANK	4977 042621	4977 042621	18.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-4900 TRAINING/TRAVEL/MTG FIRE</b>			
CHATEAU DRUG CENTER	2375498	Powder Chalk and Pipe Cleaners for Fire Training	12.30
<b>01-4230-4910 TRAINING EMS</b>			
US BANK	4977 042621	4977 042621	20.00
US BANK	4977 042621	4977 042621	400.00
<b>01-4230-4920 TRAINING-FACILITY</b>			
IDAHO POWER	2224210258	2224210258 050721	43.39
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
MTE COMMUNICATIONS	056983 050121	056983 050121	15.13
US BANK	4977 042621	4977 042621	374.63
VERIZON WIRELESS	9878356893	842054354 042321	303.82
WHITE CLOUD	99340	New Radio for New Type 3 Appartus	2,733.00
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
MTE COMMUNICATIONS	056983 050121	056983 050121	15.12
US BANK	4977 042621	4977 042621	374.62
VERIZON WIRELESS	9878356893	842054354 042321	303.82
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
A.C. HOUSTON LUMBER CO.	2105-768135	5/8x75' Heavy Duty Hose for Appartus Bay	35.49
ALSCO - AMERICAN LINEN DIVI	LBO11892406	5109 051021	10.14
RIVER RUN AUTO PARTS	6538-165429	Oil, Oil filter for C-11 oil change	63.49
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11892406	5109 051021	10.14
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
NATIONAL HOSE TESTING SPECI	50054	2021 Hose and Ladder Testing	439.50
NATIONAL HOSE TESTING SPECI	50054	2021 Hose and Ladder Testing	1,911.25
Total FIRE & RESCUE:			15,038.47
<b>STREET</b>			
<b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Medical	2,467.23
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	50.68
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Vision	133.20
<b>01-4310-3200 OPERATING SUPPLIES</b>			
NAPA AUTO PARTS	055113	Multilayered Ozzy Mat	19.49
<b>01-4310-3400 MINOR EQUIPMENT</b>			
NAPA AUTO PARTS	055430	Mech Tool Set / Shop	200.65
JACKSON GROUP PETERBILT	244868	LED Work Light	65.99
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
WEX BANK	71585635	0464-00-747801-9 - Sinclair Fuel	749.72
UNITED OIL	965018	37269 043021	1,323.88
<b>01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
HOAG, MACKENZIE	APRIL 2021	Reimbursement for Wagon Pickup Meals	184.35

Vendor Name	Invoice Number	Description	Net Invoice Amount
BAKER, PAUL	APRIL 2021	Meal Reimbursement	109.65
<b>01-4310-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	3264933000 04	3264933000 042721	85.17
INTERMOUNTAIN GAS	3264933000 04	3264933000 042721	375.12
INTERMOUNTAIN GAS	4943933000 04	4943933000 042621	132.85
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
CAR DOCTOR INC.	9748	Replace PCV Valve 06 Ford Ranger C18715	135.37
NAPA AUTO PARTS	054895	Oil Filter, Air Filter for #47 Durango	7.08
US BANK	2022 042621	Amazon U-Pol Raptor black Urethane Spray-on truck bedliner	239.96
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
LACAL EQUIPMENT, INC.	0342759-IN	Conveyor Drive Sprocket, Conveyor Drive Chain, Conveyor driven Sprocket	107.96
LACAL EQUIPMENT, INC.	0342853-IN	Gas Spring #13 Pelican	139.58
NAPA AUTO PARTS	054892	RV/Marine Antifreeze for Paint Stripper	21.52
NAPA AUTO PARTS	054893	RV/Marine Antifreeze for Paint Stripper	10.76
NAPA AUTO PARTS	055156	Battery Charger for #6 Truck	64.41
WOOD RIVER WELDING, INC.	178946	4x8x10 ga sheet metal	207.00
COASTLINE EQUIPMENT INC.	698936	Core Credit Water Pump Pelican Parts	50.00-
COASTLINE EQUIPMENT INC.	734147	Core Credit Water Pump Eagle Parts	50.00-
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1890144	5831 043021	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1891962	5831 050721	38.87
TREASURE VALLEY COFFEE INC	2160 07436822	COFFEE/Creamer	73.72
CINTAS FIRST AID & SAFETY	5061048076	First Aid Supplies	165.58
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
ECONO SIGNS LLC	10-967000	Signage	638.97
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
IMPERIAL ASPHALT LLC	4700	Crack Seal Material	6,122.37
ROAD WORK AHEAD CONST. SU	49828	Wattles, Rice Straw 8' width X 25' rolls	150.00
Total STREET:			13,960.00
<b>RECREATION</b>			
<b>01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Medical	2,431.35
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	16.50
<b>01-4510-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2104-764991	1/2x12 Eye Bolt Zinc, 2" IPG Duct Tape Gray	15.68
A.C. HOUSTON LUMBER CO.	2105-771161	Padlocks	51.52
US BANK	7926 042621	Costco Cleaning Supplies	99.58
US BANK	7926 042621	Amazon Office Supplies	29.46
US BANK	7926 042621	Amazon Purrell Hand Sanitizer	105.75
WALKER SAND AND GRAVEL	880454	Volleyball Court - Washed Masonry Sand	488.18
<b>01-4510-3250 RECREATION SUPPLIES</b>			
US BANK	7926 042621	Amazon Clear plastic Storage Boxes	59.97
US BANK	7926 042621	Amazon Craft Supplies	70.98
US BANK	7926 042621	Amazon Tiny Wooden Nails for DIY Craft Projects	7.00
US BANK	7926 042621	Amazon Craft Supplies	169.49

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	7926 042621	Amazon Craft Supplies	202.86
US BANK	7926 042621	Amazon Bic Multi Purpose Lighter	16.86
US BANK	7926 042621	Amazon Craft Supplies	43.15
US BANK	7926 042621	Yellowbelly Ice Cream	34.64
US BANK	7926 042621	Deity Craft Supplies	199.46
US BANK	7926 042621	Craters of the Moon	20.00
US BANK	7926 042621	Amazon Craft Supplies	170.13
US BANK	7926 042621	Amazon West Coast Paracord 1 inch Tubular Nylon Webbing	22.97
US BANK	7926 042621	Amazon DIY Bird Feeder Kits	44.98
US BANK	7926 042621	Amazon Compass	20.99
US BANK	7926 042621	Amazon Craft Supplies	112.30
US BANK	7926 042621	Amazon Matches	8.52
US BANK	7926 042621	Amazon Bird Feeder	18.22
WEBB LANDSCAPING	K-IN-154906	Potting Soil, Seed, Cat Grass, Bird Seed, Bulk	92.46
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	05409552	Misc. Food (berries, potatoes, salsa, eggs)	20.66
US BANK	7926 042621	Costco Concessions Foods	296.58
<b>01-4510-4200 PROFESSIONAL SERVICE</b>			
BACKGROUND INVESTATION B	CIT025050121-	Background Checks	187.60
ADVANCED WORKPLACE STRAT	468563	Random Drug Testing	76.75
<b>01-4510-4410 ADVERTISING &amp; PUBLICATIONS</b>			
EXPRESS PUBLISHING, INC.	1002196 04302	1002196 043021	428.76
<b>01-4510-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	3190403000 04	3190403000 042621	88.50
<b>01-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
CHATEAU DRUG CENTER	2373690	Key	6.18
Total RECREATION:			5,658.03
Total GENERAL FUND:			354,772.16
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
GREAT AMERICA FINANCIAL SE	29015631	Copiers/printers	1,789.06
GREAT AMERICA FINANCIAL SE	29202911	Copier Lease	1,683.52
DELL FINANCIAL SERVICES	80693887	001-9009257-001	1,465.97
DELL FINANCIAL SERVICES	80862936	001-8998447-006	11.30
FISHER'S TECHNOLOGY	29202911	Printer Useages	1,683.52
Total GENERAL CIP EXPENDITURES:			6,633.37
Total GENERAL CAPITAL IMPROVEMENT FD:			6,633.37
<b>FIRE &amp; RESCUE CAPITAL IMPR.FND</b>			
<b>FIRE/RESC CAPITAL EXPENDITURES</b>			
<b>11-4230-7600 OTHER MACH &amp; EQUIP</b>			
CURTIS TOOLS FOR HEROES	INV482556	PPE Sz 13M 14" Shadow XF Pull-On Boots Reg. Calf	417.59
Total FIRE/RESC CAPITAL EXPENDITURES:			417.59

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE & RESCUE CAPITAL IMPR.FND:			417.59
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b>			
VISIT SUN VALLEY	68	Monthly Payment per contract	9,166.66
VISIT SUN VALLEY	69	Monthly Payment per contract	9,166.66
<b>22-4910-6080 MOUNTAIN RIDES</b>			
MOUNTAIN RIDES	11547	Monthly Installment 05/21	39,083.34
<b>22-4910-6090 CONSOLIDATED DISPATCH</b>			
BLAINE COUNTY EMERGENCY	26	3rd Quarterly Payment	39,212.63
Total ORIGINAL LOT TAX:			96,629.29
Total ORIGINAL LOT FUND:			96,629.29
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	17929	New Fire Station Walkthrough and demo	1,383.75
<b>42-4800-7800 CONSTRUCTION</b>			
ATLAS TECHNICAL CONSULTAN	184108	Professional Services 4/10/2021 to 4/23/2021	571.00
Total FIRE FUND EXP/TRNFRS:			1,954.75
Total FIRE CONSTRUCTION FUND:			1,954.75
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	22.70
<b>63-4340-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	65145	printing of utility bills	418.16
<b>63-4340-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11891967	5192 050721	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11891971	5493 050721	53.98
US BANK	3059 042621	Batteries	44.83
<b>63-4340-3250 LABORATORY/ANALYSIS</b>			
GO-FER-IT	102771	292 043021	40.00
MAGIC VALLEY LABS, INC.	20000	Landfill Well/drinking water testing	100.00
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	965020	37271 043021	429.33
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	830242	Hypochlorite Solution	252.24
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2203658592 04	2203658592 042621	4,565.67

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	2206786259 04	2206786259 042021	44.61
INTERMOUNTAIN GAS	3264933000 04	3264933000 042721	2.29
INTERMOUNTAIN GAS	5820868855 04	5820868855 042621	9.79
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
POLLARD WATER.COM-WEST	0190139	16 oz. Food Grade Anti-Seize Can *Z	335.40
Total WATER EXPENDITURES:			6,346.18
Total WATER FUND:			6,346.18
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7600 MACHINERY AND EQUIPMENT</b>			
LAYNE PUMPS, INC.	26588	Contract #20584	12,136.00
<b>64-4340-7650 WATER METERS</b>			
FERGUSON ENTERPRISES, LLC	0774420-2	P.O. #25590 MeterAccount	8,808.40
Total WATER CIP EXPENDITURES:			20,944.40
Total WATER CAPITAL IMPROVEMENT FUND:			20,944.40
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Medical	725.55
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	803671	FSA/HRA April 2021	29.65
NBS-NATIONAL BENEFIT SERVI	CP283575	HRA Vision	344.33
<b>65-4350-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	65145	printing of utility bills	627.24
<b>65-4350-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2104-765412	Fasteners	2.39
A.C. HOUSTON LUMBER CO.	2104-765588	540' Braid String Flo-Orange	13.49
ALSCO - AMERICAN LINEN DIVI	LBO11891967	5192 050721	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11891969	5292 050721	120.56
ATKINSONS' MARKET	04043665	Distilled Vinegar	12.88
D & B SUPPLY INC.	29755	Rain Bib and Rain Jacket (Green)	73.98
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	965019	37270 043021	86.82
<b>65-4350-3800 CHEMICALS</b>			
ERA	967448	Water Testing Chemicals	1,168.10
LSE, INC.	727416	UN1791 HYPOCHLORITE SOLUTION	876.50
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	80772	chemicals	910.03
BANYAN TECHNOLOGY INC.	20805	Influent Pump Programming	109.55
MAGIC VALLEY LABS, INC.	20000	Landfill Well/drinking water testing	42.00
ADVANCED WORKPLACE STRAT	468563	Random Drug Testing	76.75



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	9642 042621	License Fee (#wwc1-15647)	30.00
US BANK	9642 042621	License Fee (#wwt4-21625)	30.00
US BANK	9642 042621	License Fee (#wwl1-16038)	30.00
US BANK	9642 042621	License Fee (wwtla-16667)	30.00
US BANK	9642 042621	License Fee (#dwd4-20287)	30.00
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2206786259 04	2206786259 042021	44.61
INTERMOUNTAIN GAS	3264933000 04	3264933000 042721	221.87
INTERMOUNTAIN GAS	3264933000 04	3264933000 042721	66.87
INTERMOUNTAIN GAS	3264933000 04	3264933000 042721	151.38
INTERMOUNTAIN GAS	3264933000 04	31904030009 032521	18.11
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
US BANK	9642 042621	Windshield 2001 Mack	143.61
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
MOSS GARDEN CENTER	188602	Weed & Feed	208.73
PUMPTech, INC.	0168947-IN	ABE 35959, Buna Diaphragm	2,689.34
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
A.C. HOUSTON LUMBER CO.	2105-769068	Shop Towels, 2 Gal pump Sprayer	35.68
CHATEAU DRUG CENTER	2376061	Purell Gel	22.72
PIPECO, INC.	S4110668.001	6"X8" Floral Shovel 42"	15.11
Total WASTEWATER EXPENDITURES:			9,015.03
Total WASTEWATER FUND:			9,015.03
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6800 KETCHUM ARTS COMMISSION</b>			
BEN KONKOL ILLISTRATION	05112021	KAC Recreation Center Garage Doors	900.00
Total PARKS/REC TRUST EXPENDITURES:			900.00
Total PARKS/REC DEV TRUST FUND:			900.00
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
CSHQA	35199	New City Hall Design	29,486.29
Total ESF TRUST EXPENDITURES:			29,486.29
Total ESSENTIAL SERVICES FAC. TRUST:			29,486.29
Grand Totals:			527,099.06

Vendor Name	Invoice Number	Description	Net Invoice Amount
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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

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## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Receive and File Treasurer's Monthly Financial Report**

#### Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly report in accordance with statutory requirements and adopt the following motion:

***"I move to receive and file the Treasurer's financial report."***

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.

#### Introduction and History

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

#### Analysis

Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

#### Sustainability Impact

There is no sustainability impact arising from this reporting.

#### Financial Impact

There is no financial impact arising from this reporting.

#### Attachments

- Attachment A: Monthly Financial Report Charts



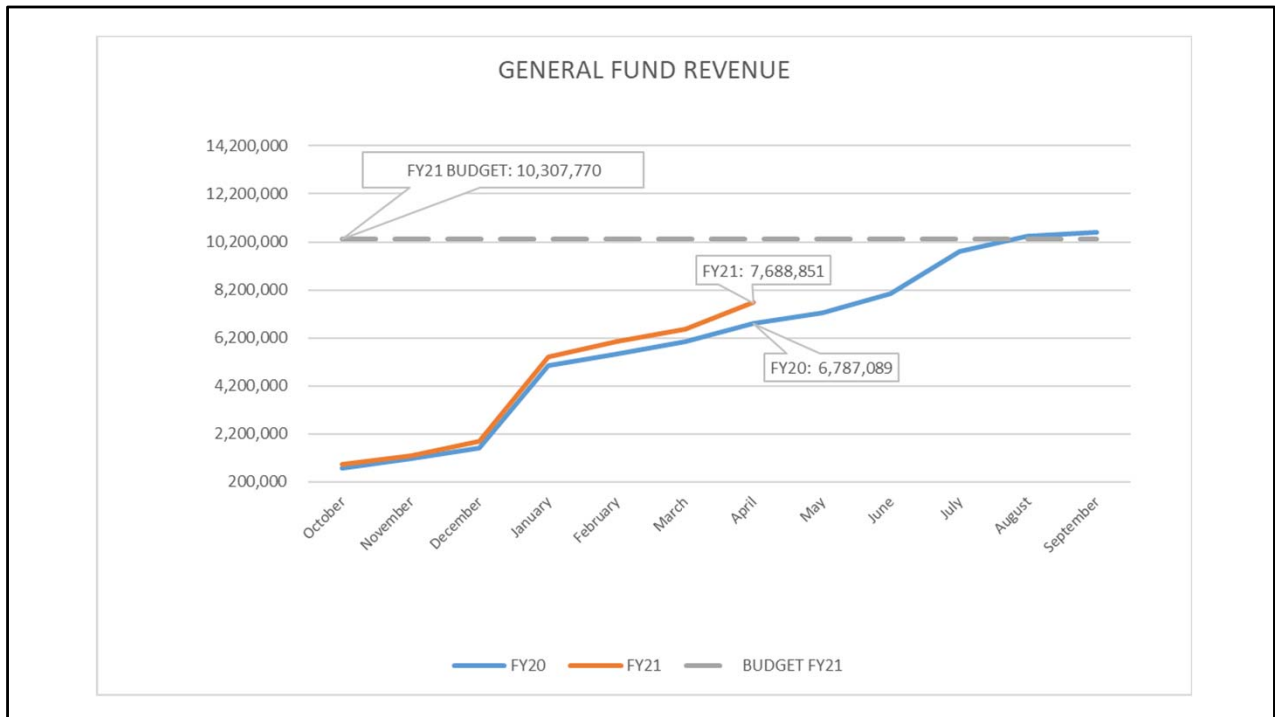
## Monthly Financial Reports

As of April 30, 2021

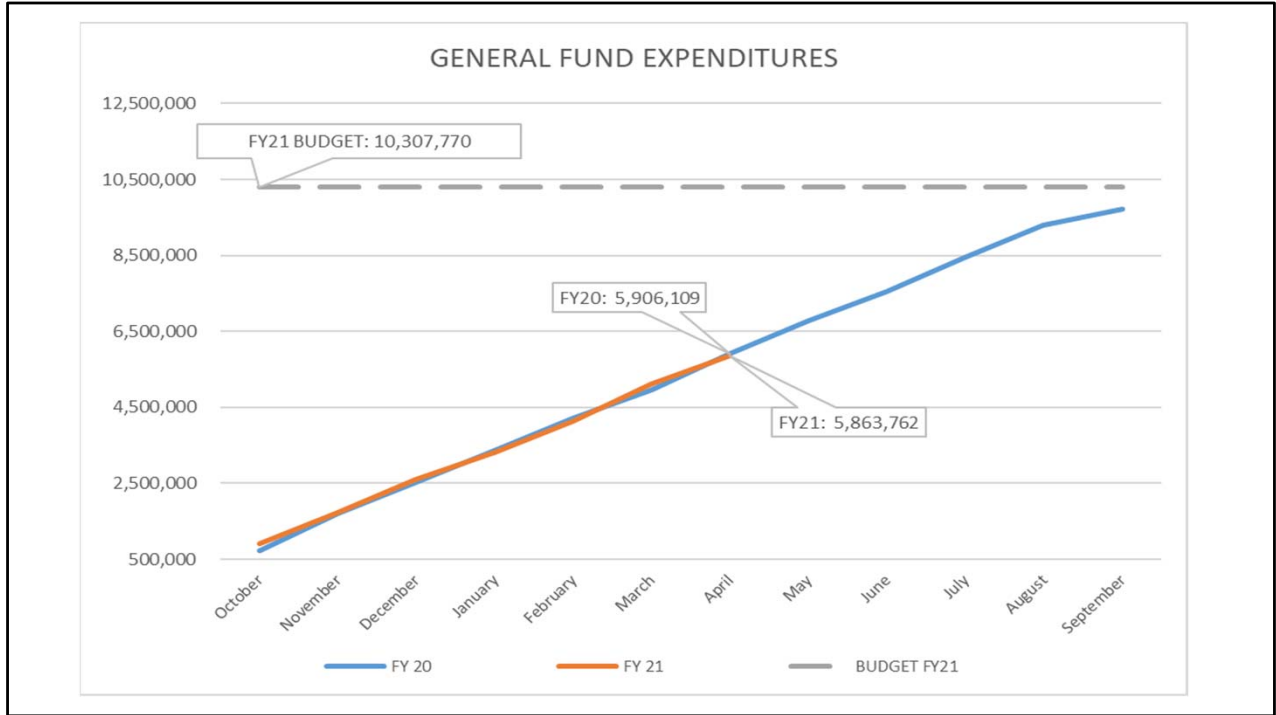
This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

Each chart includes information on current progress relative to the prior year and also the current budget. Where deviations are 5% or greater, an explanation on the major drivers of such changes is included.

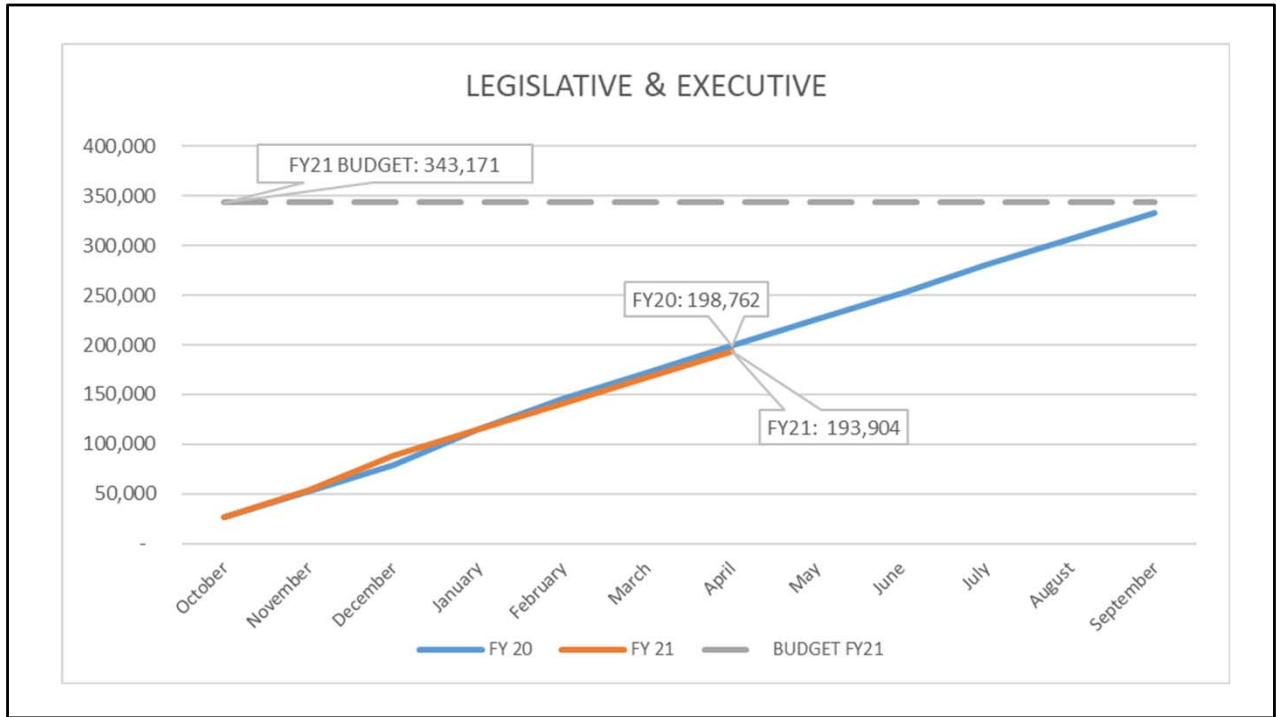
# General Fund



The General Fund revenues are up approximately \$901,762 (13.3%) in FYTD. This increase is largely due to three revenue sources, property tax, planning and building fees and state shared grants.

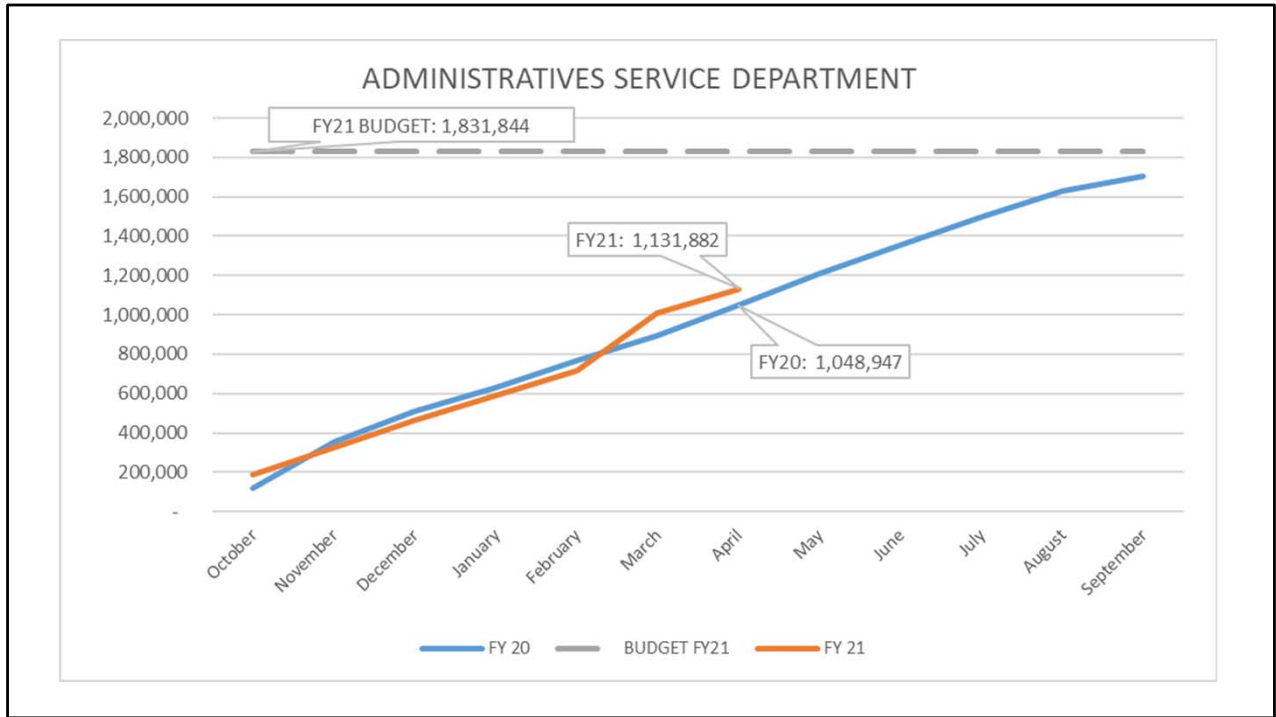


The General Fund expenditures are down 42,347 (0.75%) FYTD.

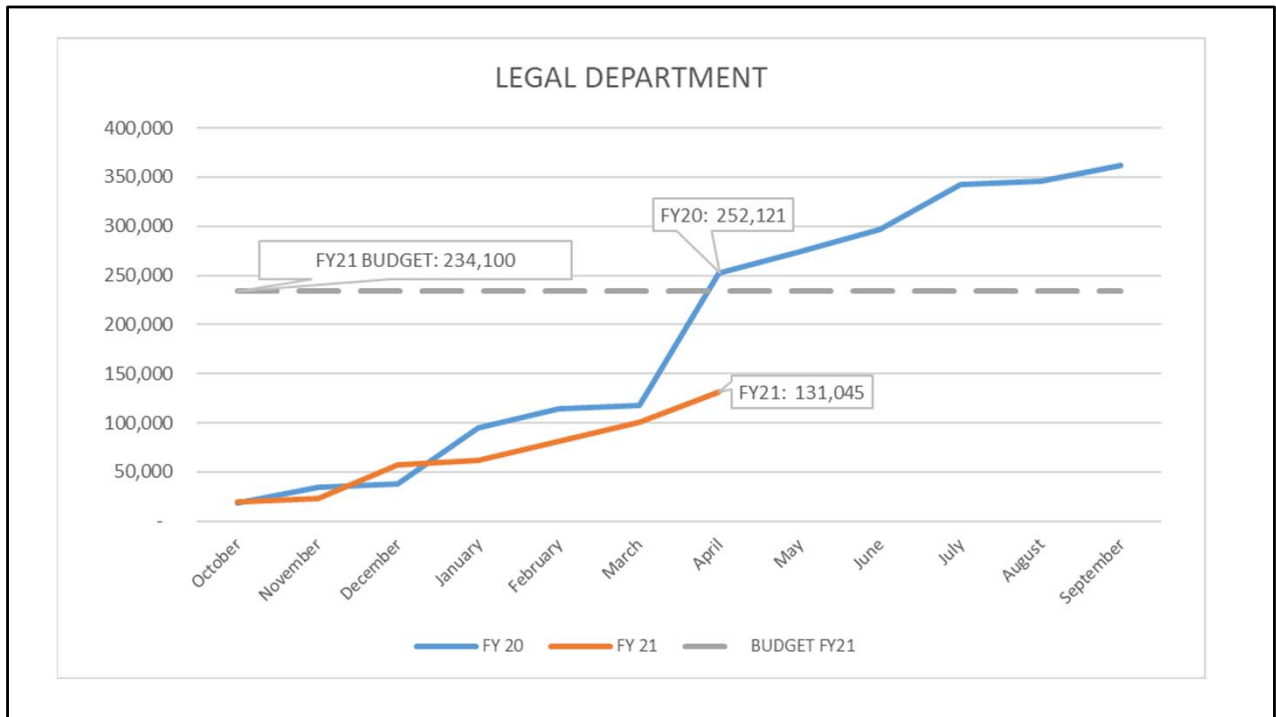


The Legislative & Executive Department expenditures are down \$4,858 (2.5%) FYTD.

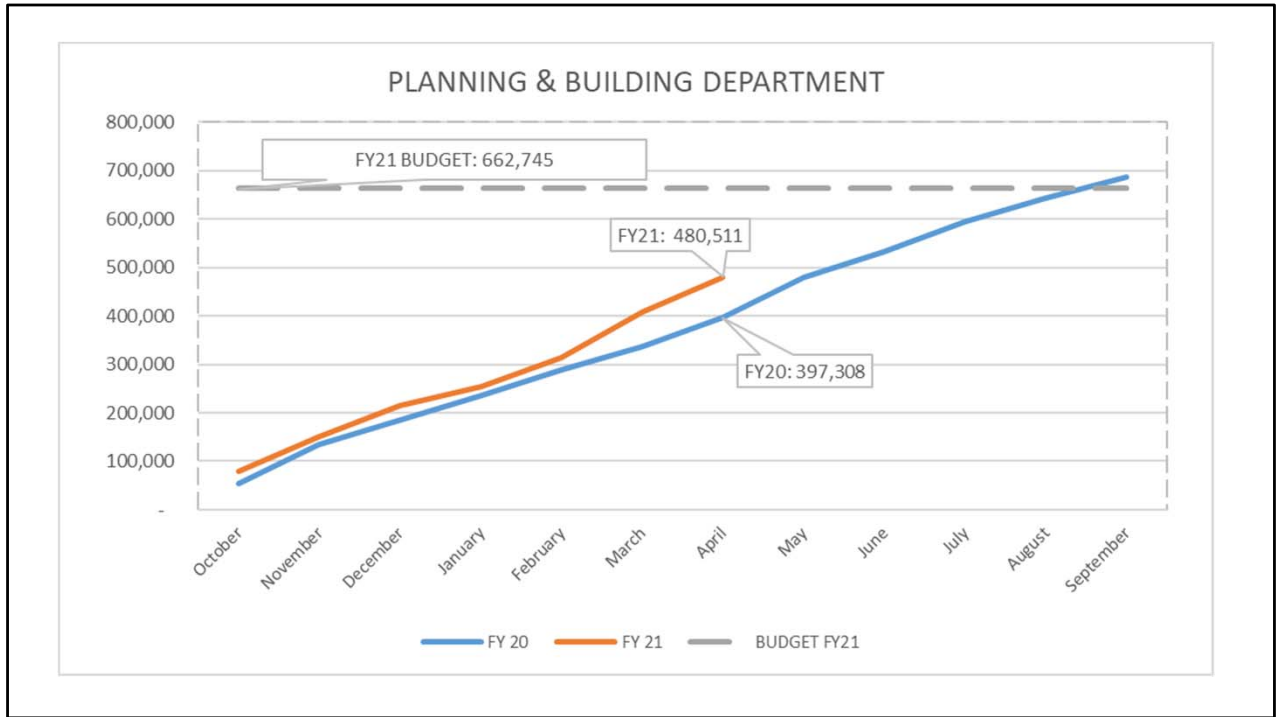




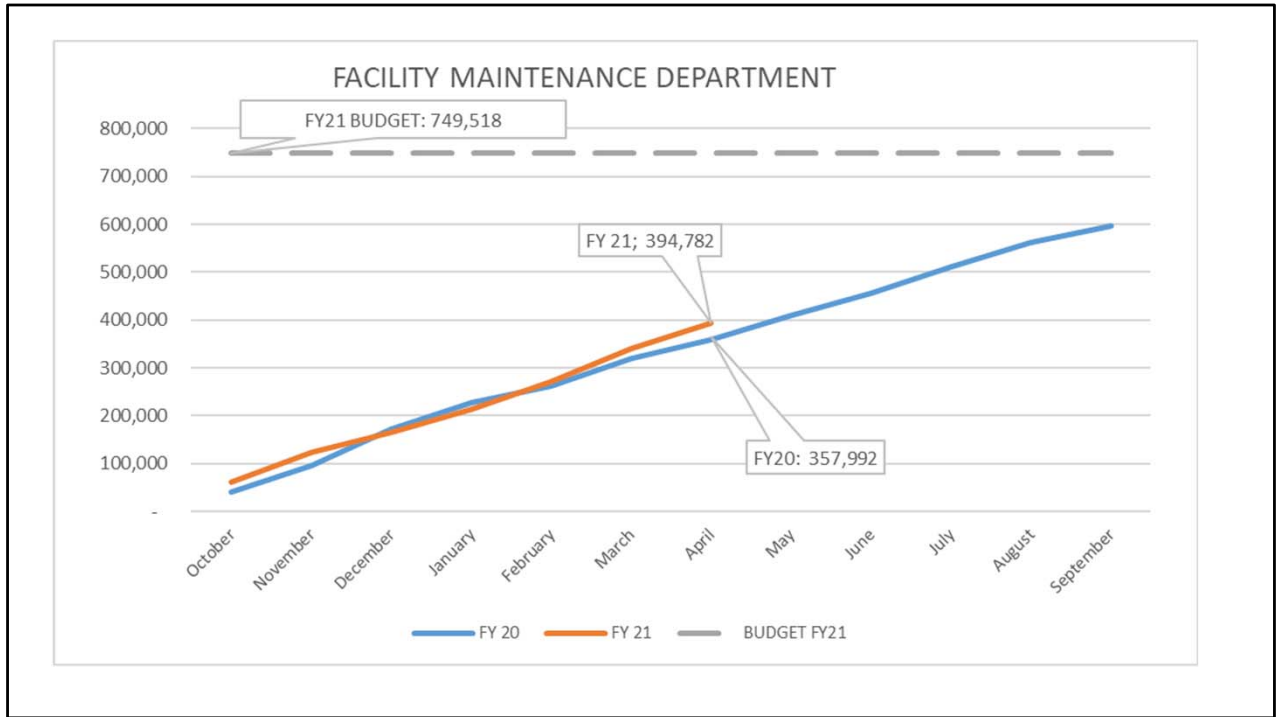
The Administrative Services Department expenditures are up \$82,935 (8%) FYTD. This increase is largely due to timing of certain payments.



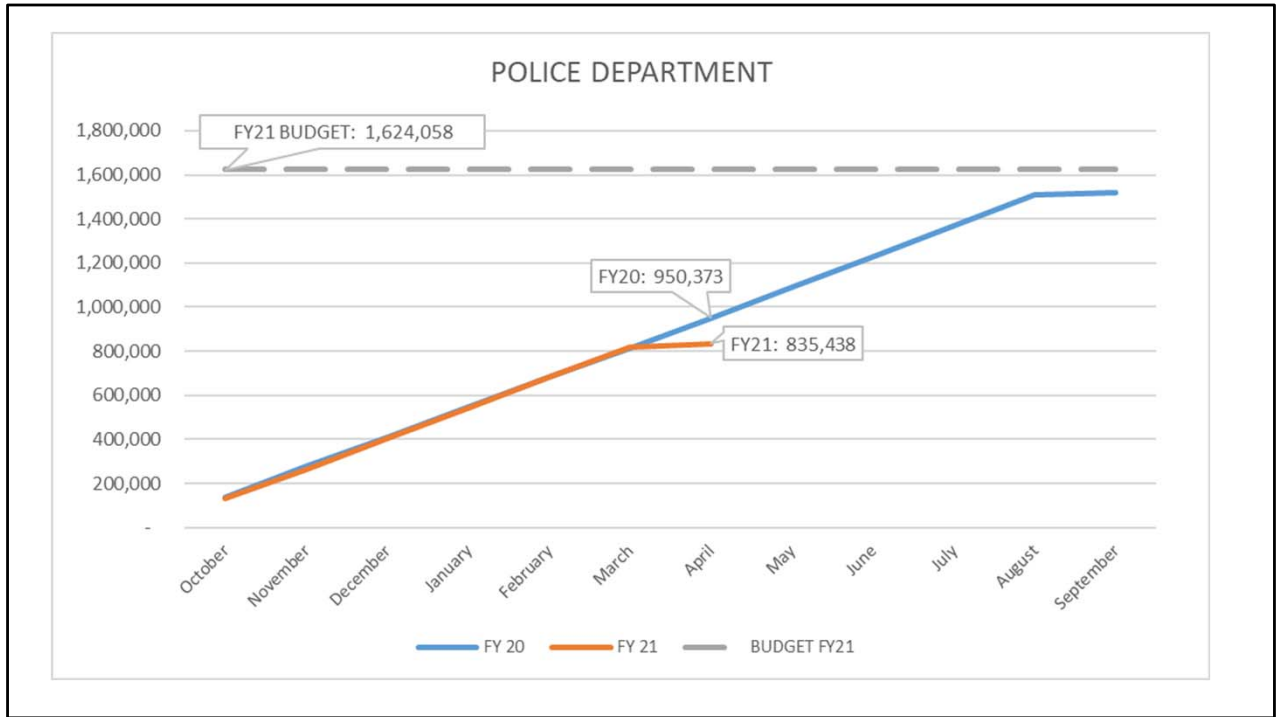
The Legal Department expenditures are down \$121,076 (48%) FYTD. This decrease is largely due to professional service fees.



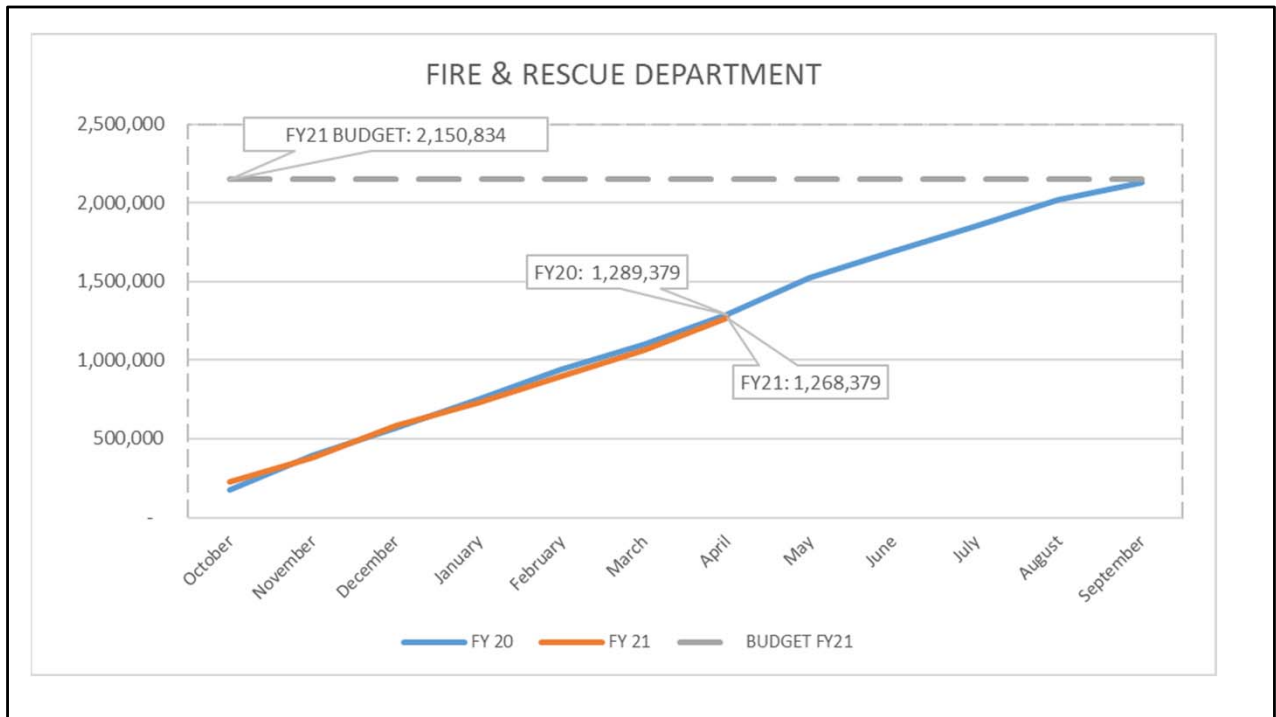
The Planning & Building Department expenditures are up \$83,203 (21%) FYTD. This increase is due to the amount of building permit applications processed through DBS.



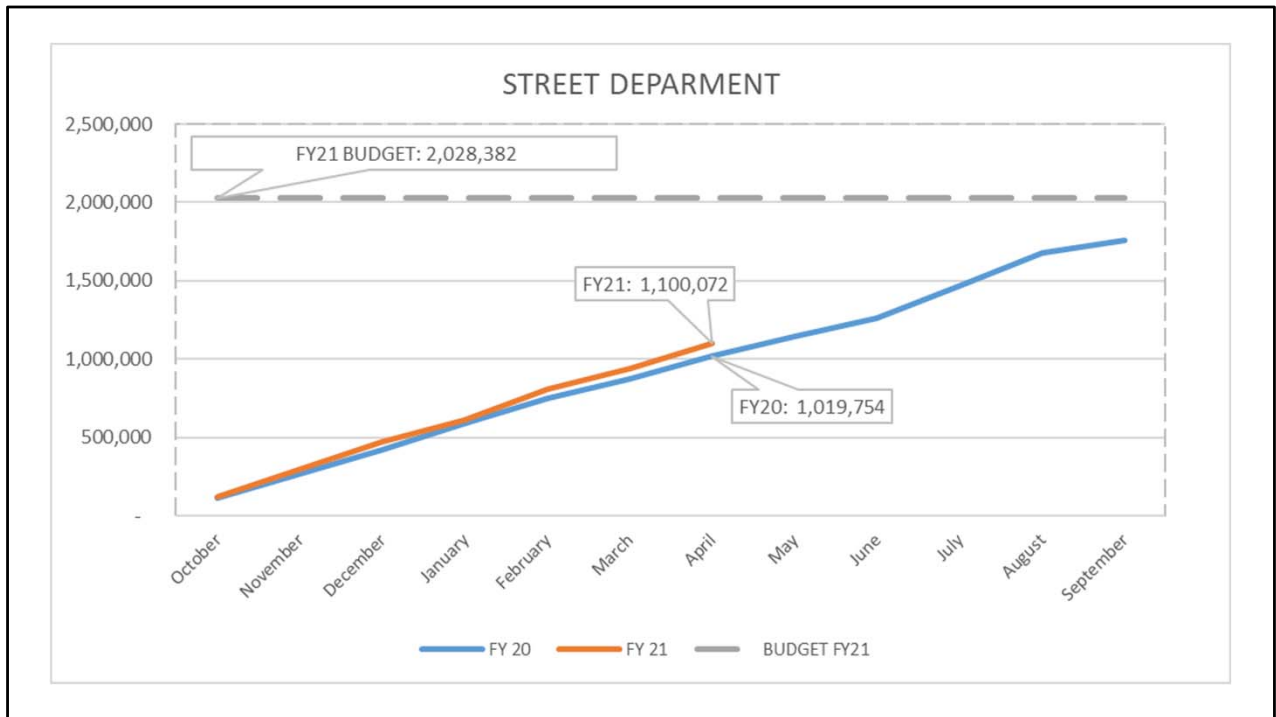
The Facilities Maintenance Department expenditures are up \$36,790 (10%) FYTD. This increase is due to staffing changes.



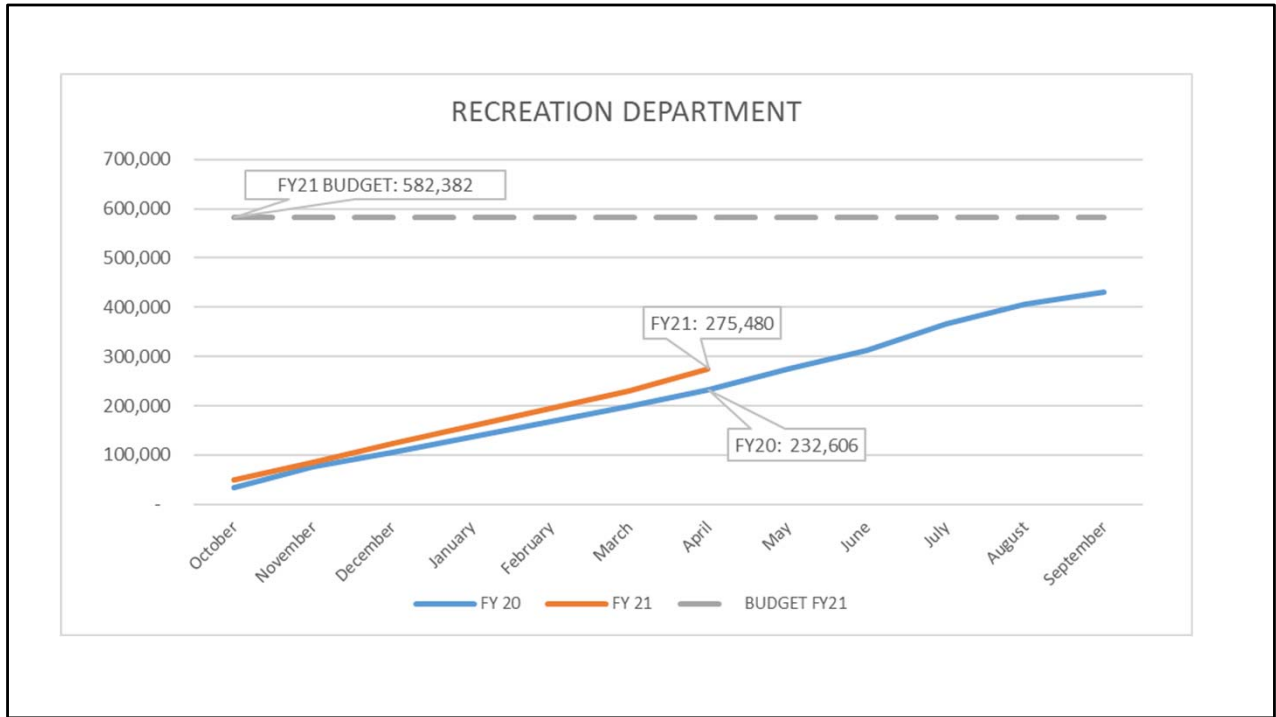
The Police Department expenditures are down \$114,935 (12%) FYTD. This decrease is due to invoice process timing and will adjust next month.



The Fire & Rescue Department expenditures are down \$21,000 (2%) FYTD.



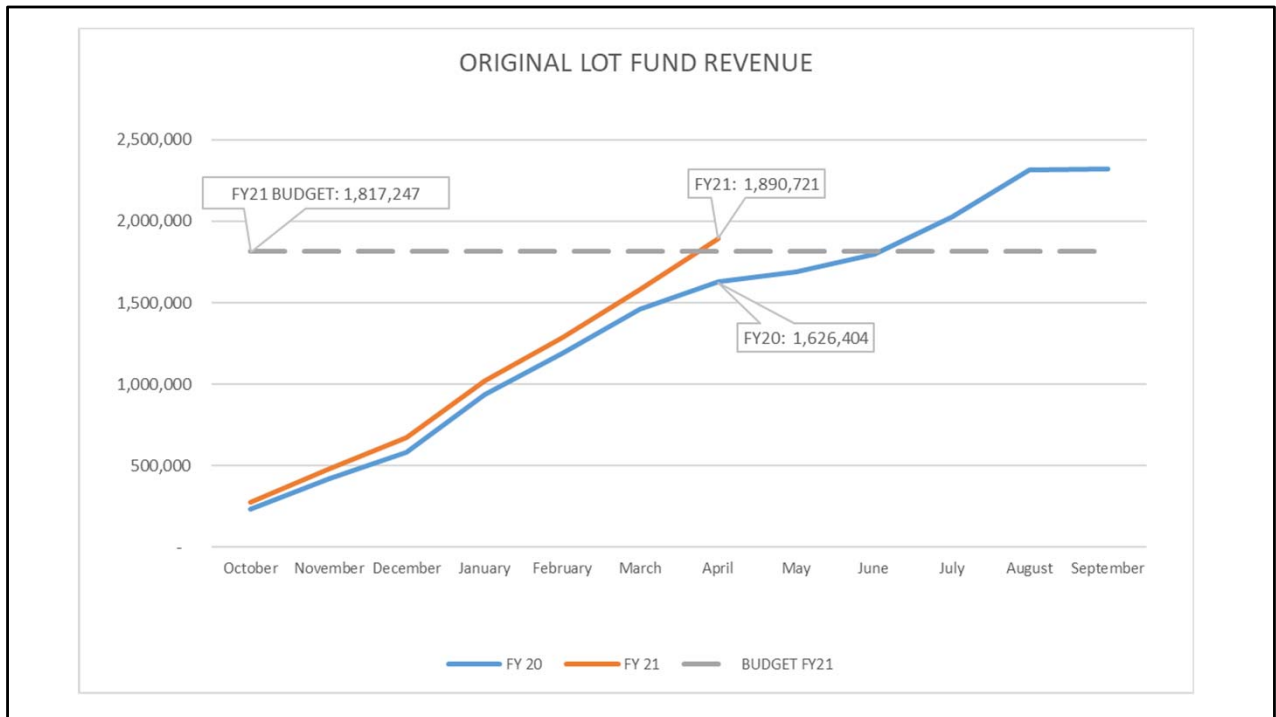
The Streets Department expenditures are up \$80,318 (8%) FYTD. This increase is largely due to weather related expenses.



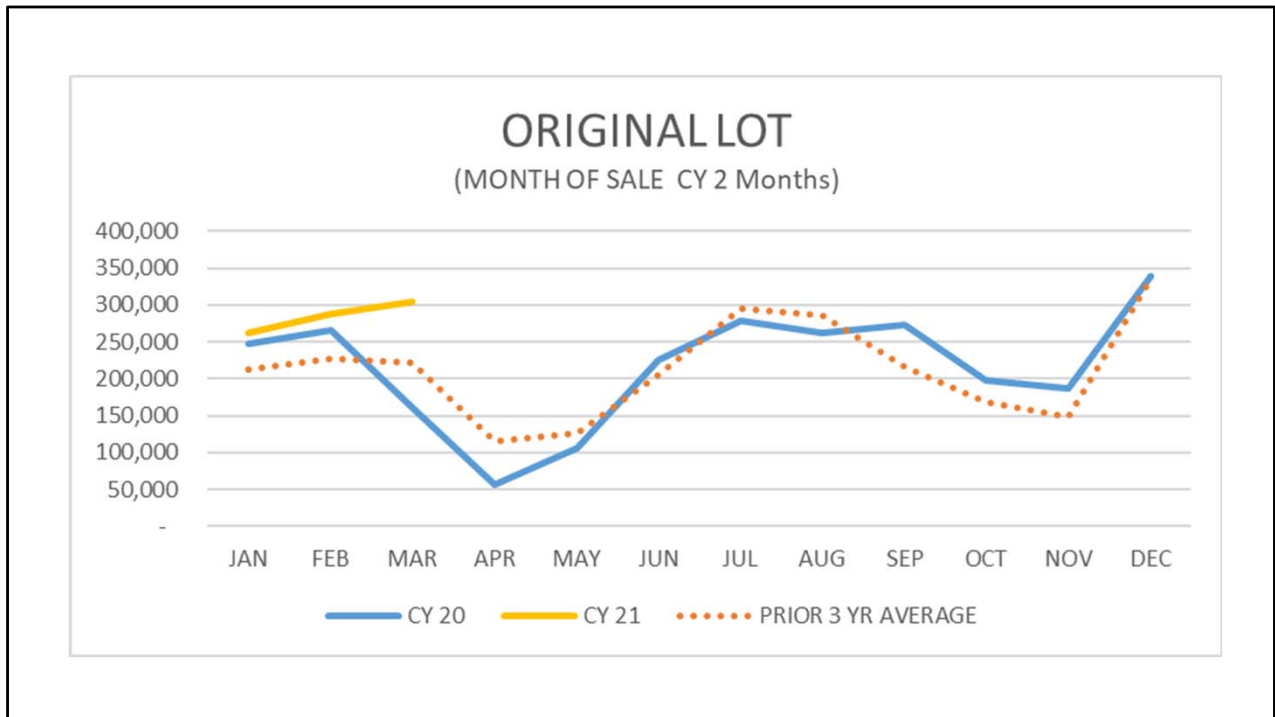
The Recreation Department expenditures are up \$42,874 (18.5%) FYTD. This increase is largely due to salary and benefit costs.



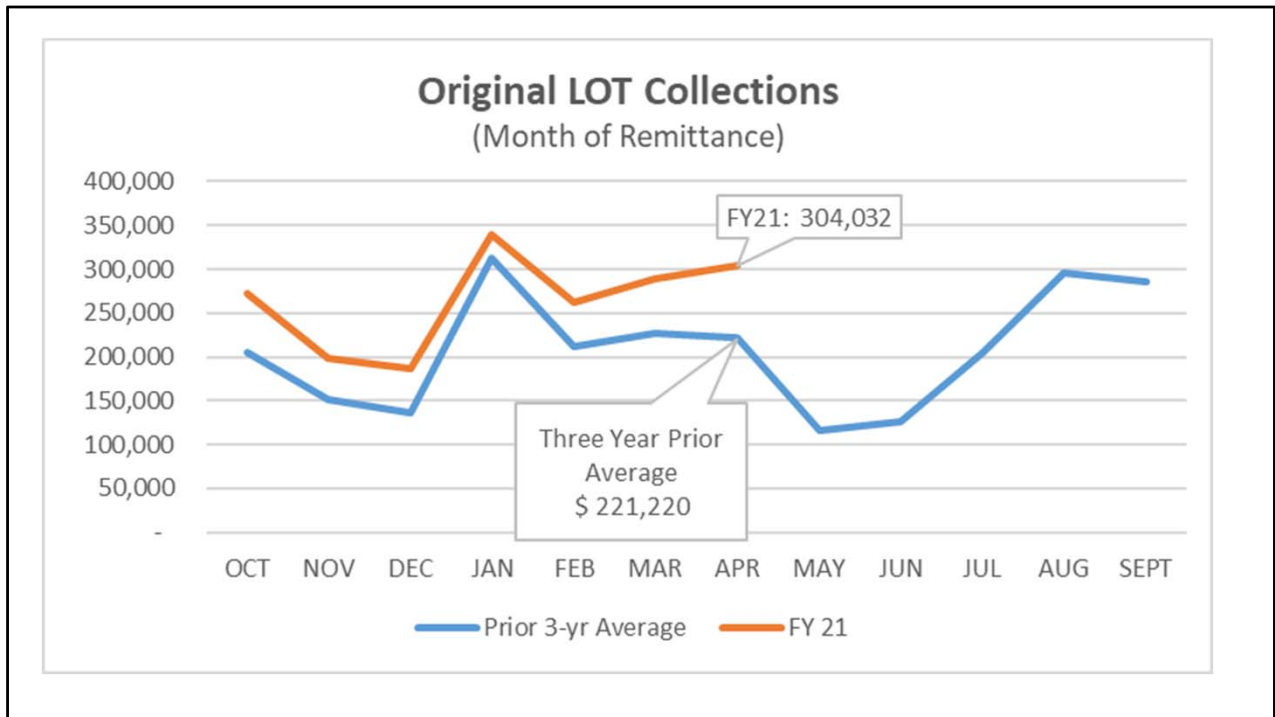
# LOT Analysis



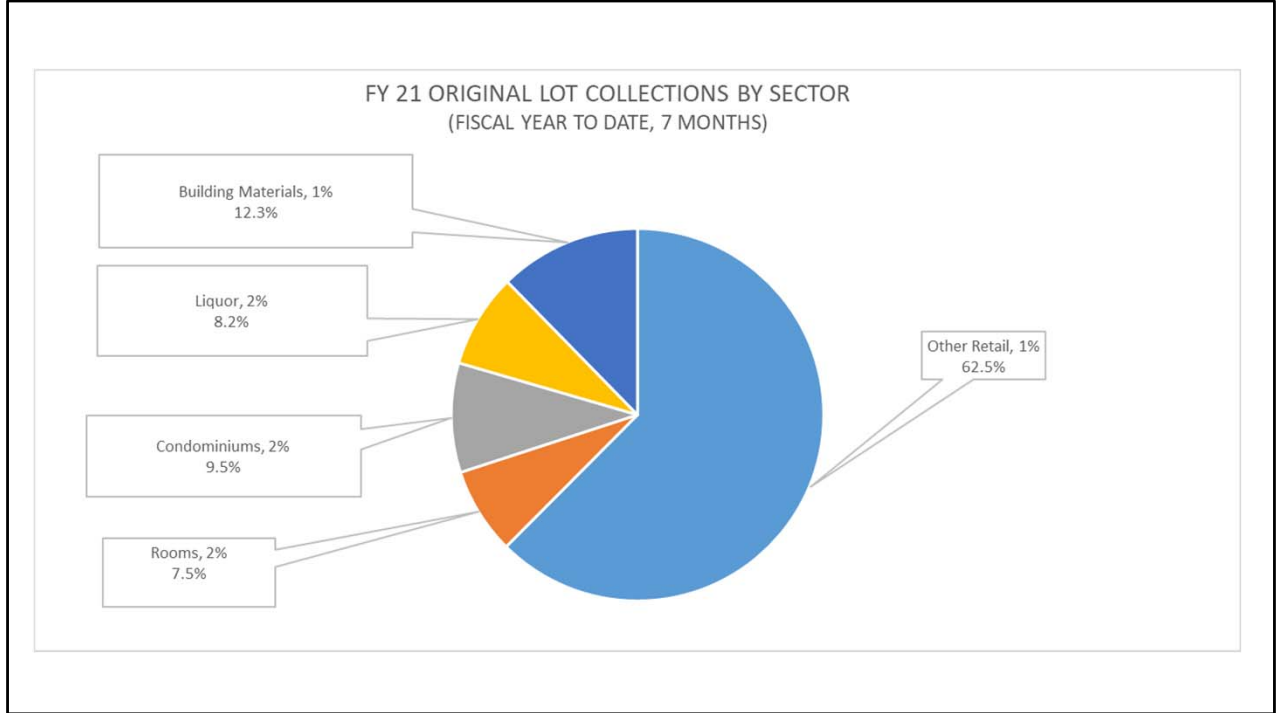
Revenue to the Original LOT Fund is up approximately \$264,317 (16.3%) FYTD. This increase is largely due to retail, condo and building material receipts.



Original LOT for March month of sale are up approximately 47.2% compared to last year and up approximately 37% compared to the prior three-year average.

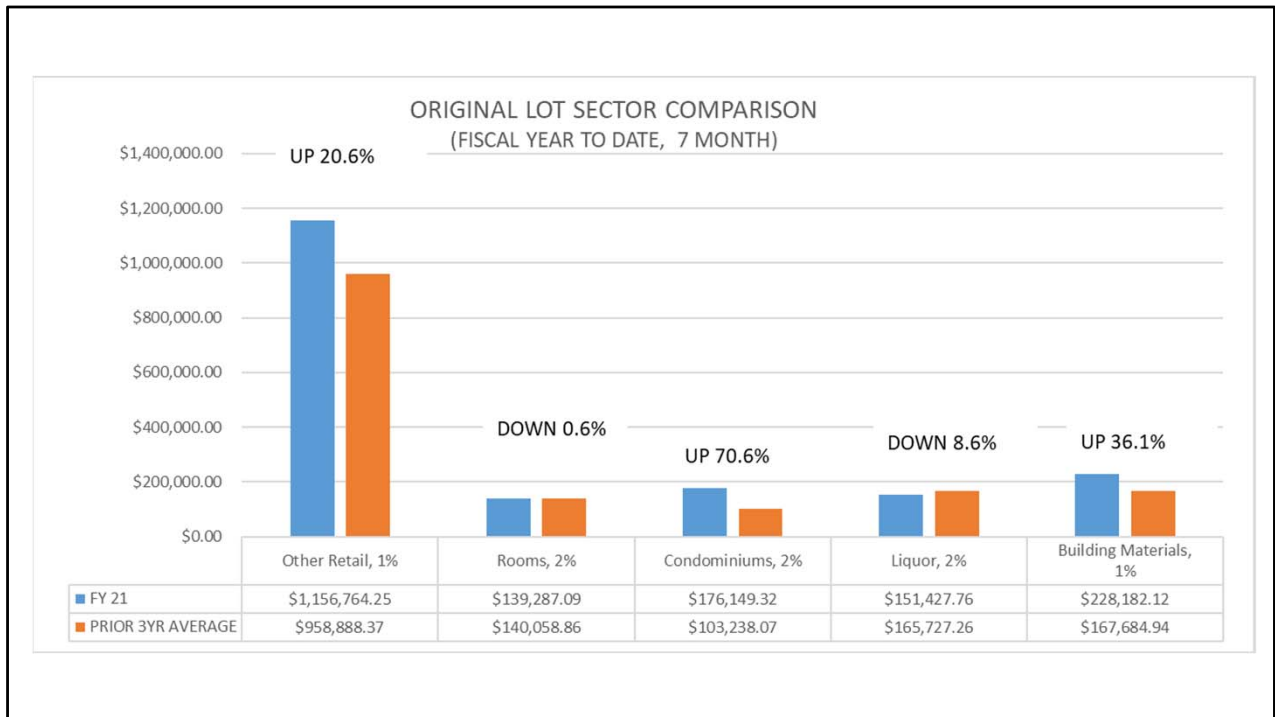


Revenues from Original LOT covered sales are up approximately 37.4% compared to the average of the prior three years.



To date in FY 21 (7 months), Original LOT collections have been generated by each sector as follows:

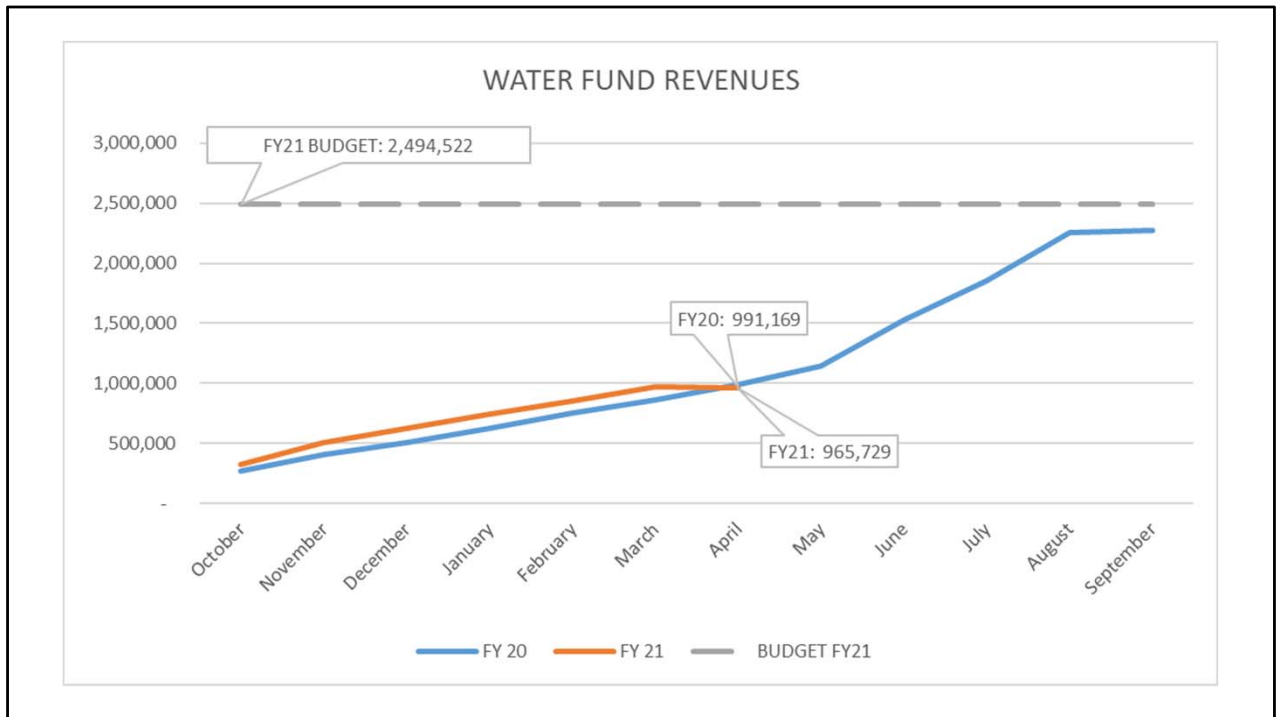
1. Retail has generated 62.5% of the total.
2. Building Materials have generated 12.3%.
3. Liquor has generated 8.2%
4. Rooms have generated 7.5%.
5. Condominiums have generated 9.5%.



Through the first 7 months of FY 21, collections compared to the prior three-year average are as follows:

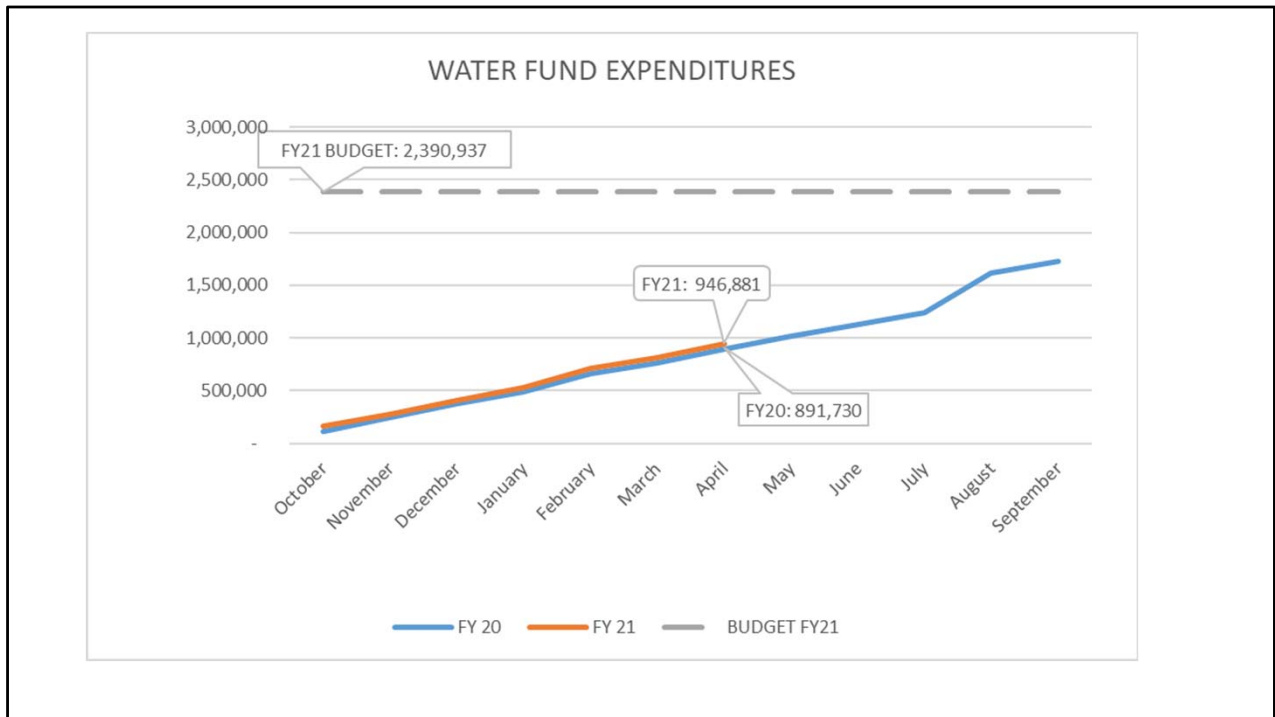
1. Retail is up 20.6%.
2. Rooms are down 0.6%.
3. Condominiums are up 70.6%
4. Liquor is down 8.6%.
5. Building Materials are up 36.1%.

# Enterprise Funds

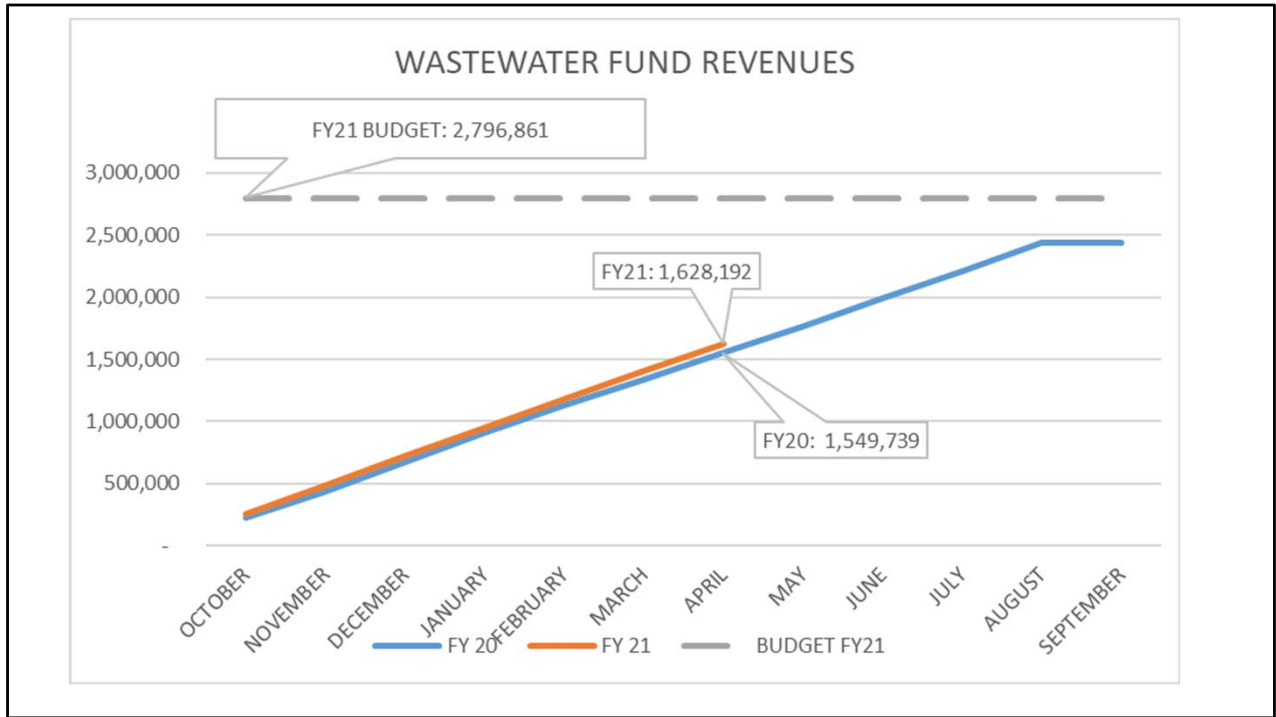


The Water Fund revenues are down \$25,440 (2.6%) FYTD.

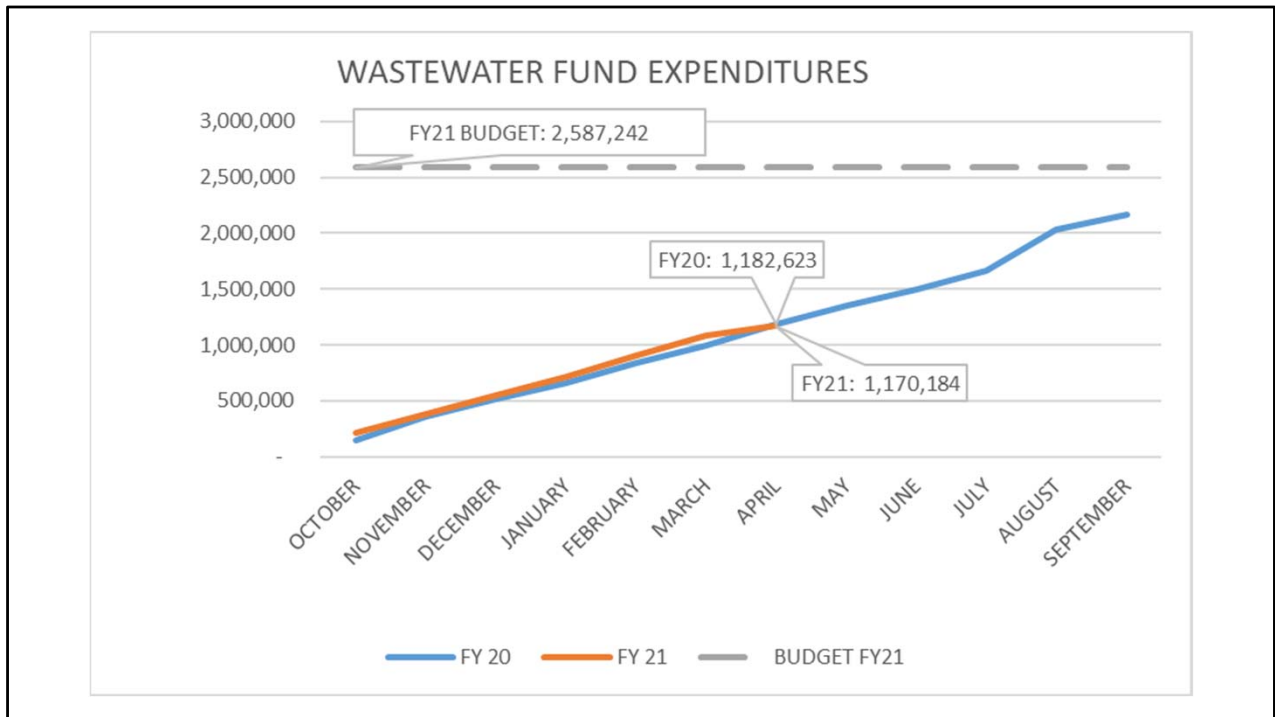




The Water Fund expenditures are up \$55,151 (6%) FYTD. This increase is largely due to transfers to the capital improvement fund.

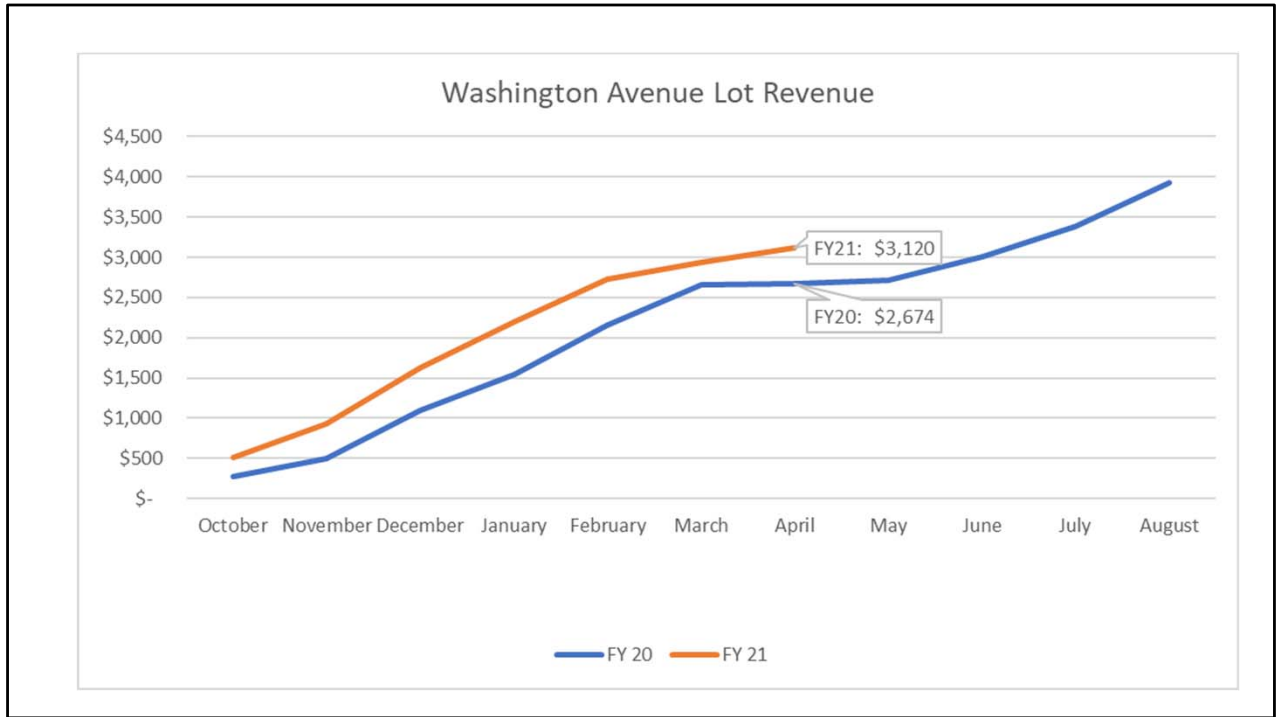


The Wastewater Fund revenues are up \$78,453 (5%) FYTD due to increased charges for service.

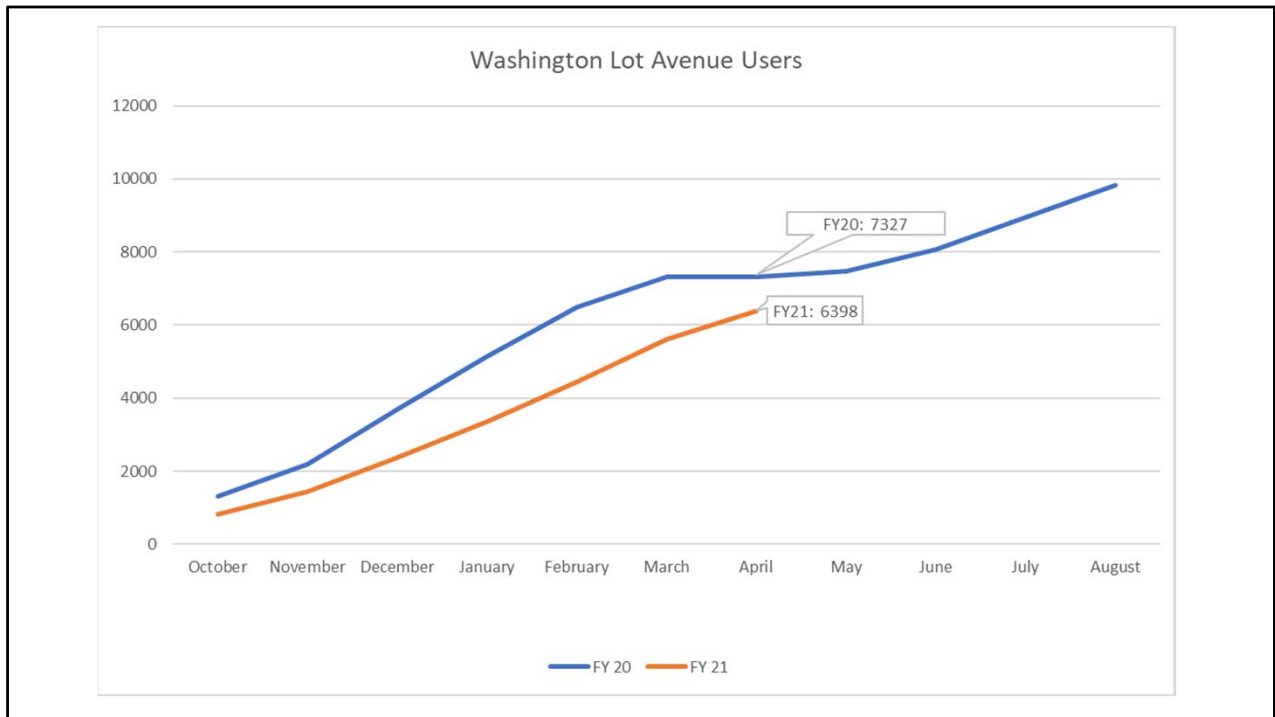


The Wastewater Fund expenditures are down \$12,439 (1%) FYTD.

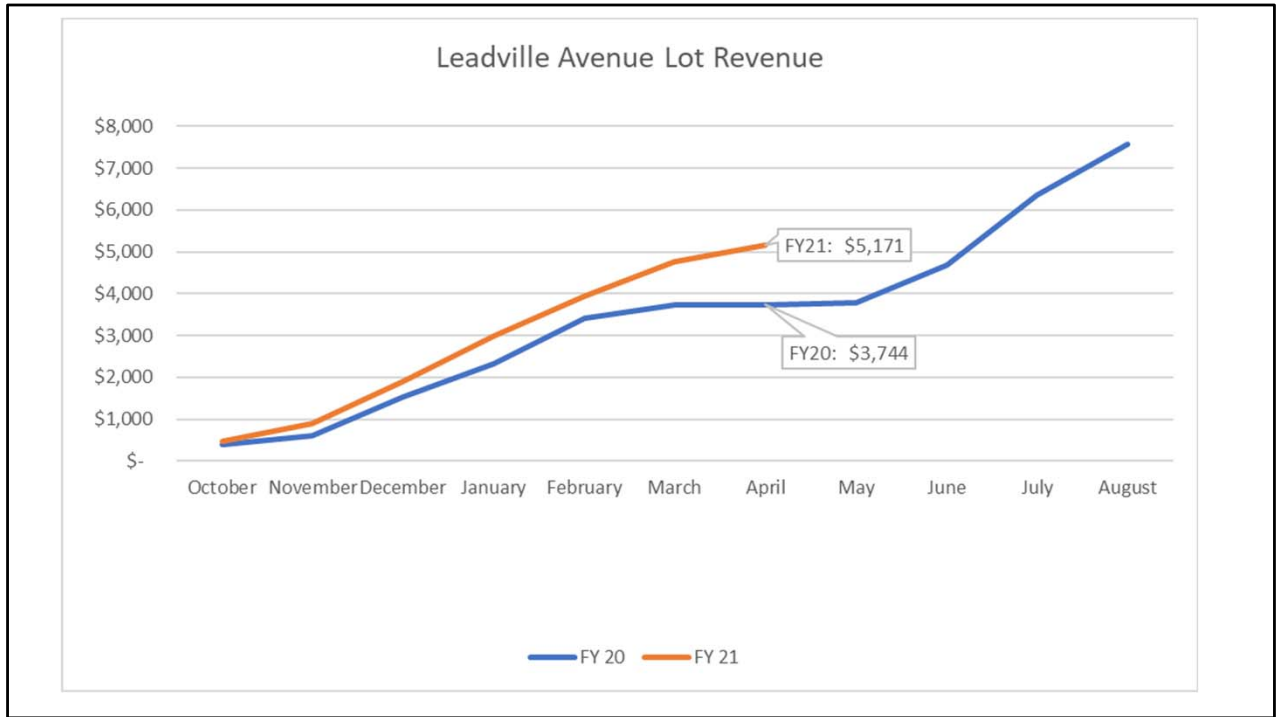
# Off-Street Parking Lots



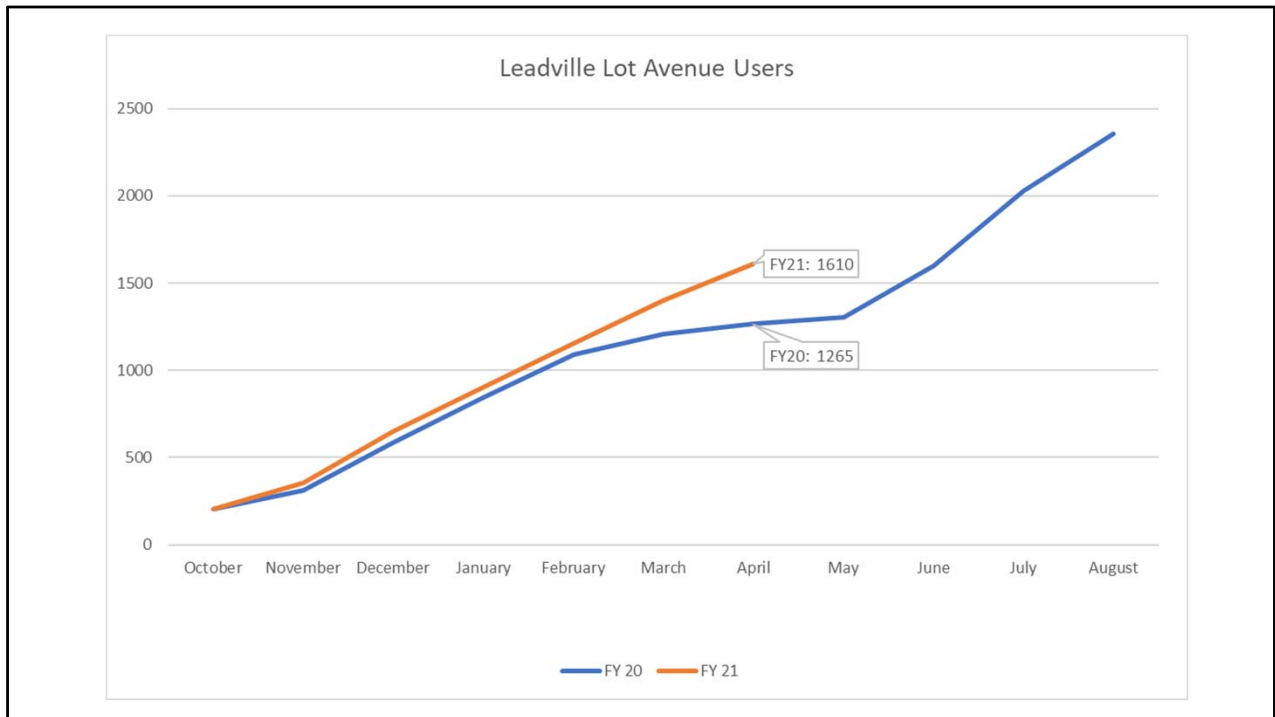
In the fiscal year to date, revenues at the Washington Avenue parking lot are up \$446 (16.7%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is down 929 (12.7%) relative to the prior year.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$1,427 (38.1%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 345 (27.3%) relative to the prior year.



City of Ketchum  
Regular Meeting Council Minutes  
April 19, 2021

**CALL TO ORDER Time Stamp (4:40 in video)**

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

**ROLL CALL**

Mayor Neil Bradshaw  
Jim Slanetz  
Courtney Hamilton  
Amanda Breen  
Michael David

**Also Present**

Bill McLaughlin – Ketchum Fire Department Chief  
Lisa Enourato – Public Affairs and Administrative Services Manager  
Jade Riley – City Administrator  
Matt Johnson – City Attorney

**Motion to approve the amended agenda as posted within 48 hours of this meeting.**

**Motion made my Councilor Hamilton; seconded by Councilor Breen.  
All in favor.**

**COMMUNICATIONS FROM MAYOR AND COUNCILORS**

Councilor Hamilton acknowledged this week being Earth Week. She mentioned getting an update on the fundraising plan to purchase the Warm Springs Ranch property at the next Council meeting.

Mayor Neil Bradshaw thanked everyone for a successful ski season.

**CONSENT AGENDA (7:36)**

1. Authorization and approval of the payroll register.
2. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$275,362.39 as presented by Shellie Rubel, Interim Treasurer.
3. Monthly Financial State of the City
4. Recommendation to approve Encroachment Agreement 20593 with Idaho Power for installation of equipment on Topaz St.
5. Recommendation to authorize the Mayor to sign Encroachment Agreement #20617 with CenturyLink
6. Authorization for Mayor to sign Encroachment Agreement #20618 with Don Dickerson.
7. Recommendation to approve Exceedance Agreement 20595 for Walnut and 4<sup>th</sup> Street development project.
8. Recommendation to approve contract with DC Engineering for preliminary backup power to Northwood Well
9. Recommendation to approve proposal from KOCH's Tennis Court Services

10. Recommendation to approve City Council Findings of Fact, Conclusions of Law and Decision on Warm Springs Ranch Development and Rezoning Agreement 20609, Large Block Preliminary Plat P21-010 and Subdivision Preliminary Plat for Block 1 P21-001.
11. Recommendation to enter into an Interlocal Contract for Cooperative Purchasing
12. Recommendation to authorize purchase of Wildland Firefighting Equipment from Idaho Department of Lands.
13. Recommendation to approve Task Orders #7 and #8 for Contract #20477 with CSHQA for A&E Development for the New City Hall.
14. Recommendation to approve amended Agreement #20613 for Sun Valley Road transfer.

Councilor Breen pulled out item 10 on the consent agenda because she needed to recuse on that item.

**Motion to approve consent agenda items 1-14 excluding 10.  
Motion made by Councilor Breen; seconded by Councilor Slanetz.  
All in favor.**

**Motion to approve consent agenda item 10 with Councilor Breen recused.  
Motion made by Councilor Hamilton; seconded by Councilor Slanetz.  
All in favor.**

#### **NEW BUSINESS (9:40)**

15. Presentation of Ketchum Greenhouse Gas Inventory.

Sharon Grant, representing, Ketchum Sustainability Advisory Committee, shared a detailed PowerPoint presentation on the experience they had with doing a Greenhouse Gas emission inventory as a collaborative group in the Wood River Valley and how that ties into the goals and actions of Ketchum. Overall usage of Ketchum emissions are lower now than they were in 2005. There is an increase of energy usage but it's become cleaner and greener.

16. ACTION ITEM: Recommendation to enter into contract with HME Inc. to purchase a fire engine.

Mayor Bradshaw stated under the authority of the fire bond, the City is permitted to spend unused bond funds on fire equipment. With fire risk very likely to be high this summer, the city is looking to proactively prepare for the fire season with a purchase of a Wildland Fire Engine to supplement the fleet. The cost of the fire engine is estimated around \$300,000 and would be paid for by the fire bond. Chief McLaughlin summarized the need for this type of Fire Engine in Ketchum. He advised that the type of Engine they are wanting to purchase is a Type 3 Engine which is designed to fight structure fires and wildland fires. It also carries wildland fire equipment as well. It will help protect Ketchum from wildfires that occur in the city or are approaching but will also be available to help neighboring agencies.

Councilor Hamilton asked about reimbursement opportunities when deploying the Engine. Chief McLaughlin advised it is a possibility. She also asked if the purchase of this Engine would affect homeowners' insurance in the city and the ISO ratings? Chief McLaughlin advised this would not affect the ISO ratings because this type of Engine is not considered. It will help a customized rating that insurance companies use rather than the ISO fire ratings.

Councilor Slanetz asked how this Engine fits with Ketchum Fire's Mutual Aid agreements? Chief McLaughlin advised that Ketchum Fire has the largest volunteer staffing in Blaine County but are unable to provide much assistance due to the lack of equipment and trucks for those agreements. This engine will help balance the agreement and will benefit the entire valley.

Councilor Breen asked if there are other companies that Ketchum Fire has considered to purchase their Wildland Engine from and if this is considered a high-quality Engine? Chief McLaughlin advised this is an exceptionally high-quality engine. It durable and has been designed for extensive use in California and their fires. It is not as equipped as other Wildfire Engines.

Councilor David asked if there was a potential for use of some of these funds for the signal at Saddle Road and Warm Springs? Mayor Bradshaw suggested getting an update at the next Council meeting.

Councilor Hamilton mentioned the Council did approve of purchasing additional wildfire fighting equipment at this meeting.

**Motion to authorize the Mayor to sign the Sales Agreement with HME to purchase a Fire engine for the amount of \$306,875 to be paid from the Fire Station Bond made by Councilor Hamilton; seconded by Councilor Breen. All in Favor.**

17. ACTION ITEM: Consideration and adoption of Ketchum Public Health Emergency Order 21-01.

Chief McLaughlin briefed Council regarding COVID. There was a dip after the winter surge but there was a small increase over the last month. They are seeing a little bit of a downtrend. Positivity rating among testing has remained high but there has been a decrease in people coming in for testing. Approximately late May they are expecting to be above 70% on vaccination rates for probably herd immunity. That 70% does not taking into consideration the younger groups that are not eligible for the vaccine.

Councilor Breen summarized the medical community had reached out to Council asking them to not cut back on the restrictions as they believe it is not time yet to do so. She is not prepared to make any changes for at least another month. She noted that the outdoor gathering limit is the tightest in the community. It limits outdoor gatherings to 10 people. She might consider relaxing on the outdoor gathering limit if others would consider it.

Councilor Hamilton agreed with Councilor Breen.

Councilor Slanetz mentioned that enforcement of this order is difficult. He did agree that the outdoor gathering limitations was strict despite there being evidence showing that spread does not easily occur outdoors. He is comfortable with lifting some of the restrictions at this point.

Councilor David stated that it was too quick to lift restrictions and that the restrictions in place are acceptable. He suggested to revisit the discussion in May.

Mayor Bradshaw suggested tabling the discussion and bringing it back a month from now, which would be at the May 17<sup>th</sup> council meeting.

**Discussion tabled.**

18. Discussion and direction to staff on Wagon Days, Ketch'em Alive and Jazz in the Park.

Councilor Hamilton asked about the overall budget for these events. Public Affairs and Administrative Services Manager Lisa Enourato answered there is a line item in the Parks and Rec trust fund for Ketch'em Alive and Jazz in the Park. There is an events budget of \$50,000 for those events. Mayor Bradshaw stated they are looking for direction if they should keep moving forward with planning these events. Councilor Hamilton asked if they agreed to move forward with Ketch'em Alive and Jazz in the Park, how it would affect the budget if they booked talent but had to cancel due to safety concerns? Mayor Bradshaw stated they would have a liability. In the end if they were to end up booking and pulling the event there would be some financial exposure. Councilor David stated it seemed reasonable to move forward. Councilor Breen agreed with moving forward.

Regarding Wagon Days, Public Affairs and Administrative Services Manager Lisa Enourato clarified that they are only looking to pull the Big Hitch down, without the other parade participants and events. Councilor Hamilton stated she feels inclined to move forward with the event. Councilor Breen and Mayor Bradshaw agreed. Councilor Slanetz mentioned he feels inclined not to move forward with this event but instead do something else that could curate a more educational experience than the Great Hitch. Mayor Bradshaw suggested to think more on this event and what else could be done that is fun and interactive. Councilors Breen, Hamilton, and David agreed with Councilor Slanetz that this could be an opportunity to explore other options for this year.

19. ACTION ITEM: Recommendation to approve Contract Amendment #1 with Core/Headwaters LLC to incorporate general contractor services for the new city hall.

City Administrator Jade Riley summarized that they would return with a detailed formal contract if approved as there are some decision points with what was provided. The overall scope of the base bid is that they were trying to move into the building with as much existing as possible. He provided a detailed view of the inside design.

Councilor Hamilton asked about the sustainability portion of this project. Danielle with CHSQA answered that they are going to make this project as energy efficient as they possibly can however it is going to be a phased approach. They are going to replace anything that needs to be replaced because it is being touched and moved. That is primarily the electrical system. It will be upgraded to a much more efficient system. The mechanical system will be replaced at some point down the road.

Councilor David asked about the building being ADA compliant. City Administrator Jade Riley stated there are a few issues that they are addressing one of which involved removing a tree so they can adjust the slope and turning points of the ramp into the building to become ADA complaint. He stated he would like the tree removed if it'll help the ramp become ADA compliant.

**Motion to approve contract amendment #1 with Core/Headwaters LLC for general contractor services associated with tenant improvements at the new City Hall in a guaranteed maximum price not to exceed \$1,478,984 made by Councilor Breen; seconded by Councilor Hamilton.  
All in Favor.**

20. ACTION ITEM: Review and Approval of FY22 Budget Development Process and Associated Calendar.

City Administrator Jade Riley suggested several different dates over the next few months to go over the current fiscal year's budget and the next fiscal year's budget. Councilors Hamilton, Breen, Slanetz, David, and Mayor Bradshaw agreed to meet for the strategic planning workshop on May 11<sup>th</sup>, 2021. They also agreed to meet June 28<sup>th</sup> for draft budget books and half day budget workshop for amendments. July 19<sup>th</sup> was agreed for the date to send to the County Clerk for a public hearing on the budget.

**Motion to adopt the proposed development process for fiscal year 2022 and set July 19<sup>th</sup>, 2021 as the public hearing date made by Councilor Breen; seconded by Councilor Slanetz.**

**All in Favor.**

21. ACTION ITEM: Lease Termination and Settlement Agreement for 191 Fifth Street West (second floor), Ketchum, Idaho

The tenant is proposing to move to June 18<sup>th</sup> for a proposed move out date.

**Motion to approve the lease termination and settlement agreement for 191 Fifth Street West, with the change of a June 18<sup>th</sup> move out date made by Councilor Hamilton; seconded by Councilor Breen.**

**Councilor Slanetz not in favor.**

**Councilors David, Breen, and Hamilton in favor.**

**EXECUTIVE SESSION**

No executive session items

**ADJOURNMENT (Time Stamp 2:52:18)**

**Motion to adjourn at 6:48 p.m. (2:52:21)**

**Motion made by Councilor Hamilton; seconded by Councilor Slanetz**

**All in favor**

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**Mayor Neil Bradshaw**

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**Manager \_\_\_\_\_, Lisa Enourato**

City of Ketchum  
Special Meeting Council Minutes  
April 15, 2021

**CALL TO ORDER Time Stamp (21:10 in video)**

Mayor Bradshaw called the special meeting of Ketchum City Council to order at 3:00 p.m.

**Roll Call**

Mayor Neil Bradshaw  
Amanda Breen  
Jim Slanetz  
Courtney Hamilton  
Michael David

**Also Present**

Matt Johnson – City Attorney  
Jade Riley – City Administrator  
Lisa Enourato – Public Affairs & Administrative Services Manager

**COMMUNICATION FROM MAYOR AND COUNCILORS**

No communications from the Mayor or Councilors

**CONSENT AGENDA – (21:45 IN VIDEO)**

No consent agenda

**NEW BUSINESS (no public comment required) (21:49 in video)**

1. ACTION ITEM: Recommendation to approve Assignment & Assumption Agreement on 391 North First Avenue, consenting to the assignment of Development Agreement #20427 and associated entitlements to Waypoint Pearl

Councilor Courtney Hamilton pointed out there are several errors involving incorrect spelling in the Assignment Agreement and dating on the Development Agreement. City Attorney Matt Johnson stated the errors will get corrected.

**Motion to approve the City’s Consent to the referenced Assignment and Assumption Agreement, as presented by staff, and authorize the Mayor to sign.**

**Motion made by Councilor Hamilton; seconded by Councilor Breen.  
All in favor.**

2. ACTION ITEM: Recommendation to approve Proof of Financing for First and Fourth Mixed-Use Building at 391 North First Avenue

Extensive work has been done by City Administrator Jade Riley and City Attorney Matt Johnson to make sure that financing is in place. Mayor Neil Bradshaw spoke with the bank to confirm the equity financing was in place and had a conversation with the lender who is committed to the project.

Councilor Amanda Breen asked City Attorney Matt Johnson to explain Provision 14 in the Development Agreement and how the applicant needs to satisfy it based on the language? She also asked Mayor Neil Bradshaw and City Administrator Jade Riley to explain more in detail on why they feel the applicant has satisfied that provision? City Attorney Matt Johnson responded by summarizing provision 14 requires evidence of funding commitments for costs of construction to the reasonable satisfaction of the Council. Staff received representations from the owner about a funding partner and a construction loan in progress. The owner and loan partner provided City Attorney Matt Johnson some of their construction loan documents. He stated his office verified those documents which is what led to the recommendation. He noted that provision 14 requires the owner to provide the City further evidence of the closure of construction financing, a recorded deed of trust, which must be completed within 60 days after they receive their building permits. It is expected to happen quickly based on representations from the owner.

Councilor Courtney Hamilton stated her concerns about not seeing any of the construction and loan documents. She is relying solely on the staff to approve this project. City Attorney Matt Johnson reassured Courtney that the owner and their team has provided all the funding commitment documents, the loan agreement, the form of the deed of trust, various guarantees that are involved that take this much farther than just taking someone at their word. The applicant provided an extensive overview of their process, why they chose Dudley Investments to fund their project, and what else they plan on doing regarding their project.

**Motion that adequate proof of financing has been demonstrated for Fourth and First Mixed-Use Project located at 391 North First Avenue.**

**Moved by Councilor Michael David; Seconded by Councilor Courtney Hamilton**

**All in Favor.**

**Motion to go into Executive Session made by Councilor Courtney Hamilton (1:10:40)**

**All in Favor**

**EXECUTIVE SESSION**

3. Enter into Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(f)

4. Enter into Executive Session to Consider Acquiring Real Property pursuant to 74-206(1)c(1)

**Motion to come out of Executive Session at \_\_\_\_\_**

**Motion made by \_\_\_\_\_; seconded by \_\_\_\_\_**

**All in favor**

**ADJOURNMENT**

**Motion to adjourn at \_\_\_\_**

**Motion made by \_\_\_\_\_; seconded by \_\_\_\_\_**

**All in favor**

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**Mayor Neil Bradshaw**

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**Manager \_\_\_\_\_, Lisa Enourato**





May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve the Westcliff Townhomes Subdivision Preliminary Plat & Phased Development Agreement**

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Preliminary Plat and Phased Development Agreement for the Westcliff Townhomes project.

Recommended Motion: "I move to approve the Westcliff Townhomes Subdivision Preliminary Plat and Phased Development Agreement subject to conditions of approval #1-7."

The reasons for the recommendation are as follows:

- The request to subdivision meets all applicable standards for Townhouse Subdivisions specified in Ketchum Municipal Code's Subdivision Regulations (Title 16). The townhome development complies with all applicable zoning and design review regulations specified in Title 17 of Ketchum Municipal Code.
- The Planning & Zoning Commission reviewed the project's Design Review application (File No. 21-019) concurrently with the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application File No. P21-019) during their meeting on April 27th, 2021. After holding the required public hearing, the Planning & Zoning Commission: (1) unanimously approved the new townhome development's Design Review application and (2) unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application and Phased Development Agreement to the City Council on April 27th, 2021.

Analysis

The Westcliff Townhomes project is a new 4-unit detached townhome development on a vacant lot located at the southwest corner of Bird Drive and Rember Street within the General Residential High-Density (GR-H) Zoning District. The Townhouse Subdivision Preliminary Plat (Application P21-008) will subdivide the development into 4 townhouse sublots. The Phased Development Agreement allows each townhome unit to be platted individually as each building receives its Certificate of Occupancy. The Phased Development Agreement includes the required construction and completion scheduled for the required improvements and designates the owner's maintenance responsibilities.

Financial Impact

Preliminary plat approval is required before a building permit for the project may be issued for the project. The City will collect building permit fees based on the project's estimated cost of construction.

Attachments

- (A) Draft Findings of Fact, Conclusions of Law, and Decision
- (B) Westcliff Townhomes Preliminary Plat Application Submittal
- (C) Phased Development Agreement

Attachment A:  
Draft Findings of Fact,  
Conclusions of Law, and  
Decision



City of Ketchum  
Planning & Building

IN RE: )  
 )  
 Westcliff Townhomes Subdivision ) **KETCHUM CITY COUNCIL**  
 Preliminary Plat & Phasing Agreement ) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**  
 Date: May 17, 2021 ) **DECISION**  
 )  
 File Number: 21-008 )

PROJECT: Westcliff Townhomes

FILE NUMBERS: P21-008

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat and Phased Development Agreement

REPRESENTATIVES: Peter & Kristin Anderson, Anderson Architecture, P.A. and Garth McClure, Benchmark Associates

OWNER: Westcliff LLC

LOCATION: 106 & 110 Rember Street (Bavarian Village Subdivision: Lot 3B)

ZONING: General Residential (GR-H) High Density

OVERLAY: None

NOTICE: A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivision on March 3<sup>rd</sup>, 2021. The public hearing notice was published in the Idaho Mountain Express the on March 3<sup>rd</sup>, 2021. A notice was posted on the project site and the city’s website on March 16<sup>th</sup>, 2021. The public hearing for this project was continued from the March 23<sup>rd</sup>, 2021 Planning & Zoning Commission Meeting.

**FINDINGS OF FACT**

The Westcliff Townhomes is a new four-unit, multi-family residential development located at 106 and 110 Rember Street within the General Residential High Density (GR-H) Zoning District. The development is comprised of four identical detached townhome units and associated site improvements.

The Westcliff Townhomes project requires both Design Review for the development of multi-family residential dwellings (Ketchum Municipal Code §17.96.010.A3) and a Townhouse Subdivision Preliminary Plat to create the townhouse sublots (Ketchum Municipal Code §16.04.080). Additionally,

the developer plans to offer units for sale individually as construction is completed and has submitted a Phased Development Plan and Agreement for review concurrently with the Townhouse Subdivision Preliminary Plat application (Ketchum Municipal Code §16.04.110). The Planning & Zoning Commission reviewed the project’s Design Review application (File No. 21-019) concurrently with the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application File No. P21-019) during their meeting on April 27<sup>th</sup>, 2021. After holding the required public hearing, the Planning & Zoning Commission: (1) unanimously approved the new townhome development’s Design Review application and (2) unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application and Phased Development Agreement to the City Council on April 27<sup>th</sup>, 2021.

**Table 1: City Department Findings**

City Department comments are based on the project concept as proposed with the Design Review project plans. All City Departments shall review and approve the project through the Building Permit application process. All comments pertaining to the Design Review drawings are subject to change. All right-of-way improvements must be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.

<b>City Department Comments</b>
<i>All City Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a Building Permit for the project.</i>
<p><b>Fire Department:</b></p> <ul style="list-style-type: none"> <li>• It is the General Contractor’s responsibility to understand and adhere to all Fire Protection Ordinance #1217 requirements in addition to any and all other City of Ketchum requirements in effect at the time of Building Permit issuance. Failure to comply with all local ordinances and codes may result in project work stoppage as well as criminal penalties.</li> <li>• The above project shall meet all 2018 International Fire Code requirements in addition to specific City Building and Fire Ordinances.</li> <li>• In lieu of a 20-foot-wide fire apparatus access road, the building located on the interior southwest corner of the project shall be provided with a minimum 14-foot-wide driveway and shall have an approved automatic fire sprinkler system installed throughout the building per City of Ketchum Ordinance No. 1217 and the National Protection Association Standard 13. An approved fire sprinkler flow bell, Knox box, and Fire Department connection shall be installed in an approved location visible to approaching firefighters. Water service lines to structures shall be hydraulically calculated for size to meet fire sprinkler flow requirements. Fire sprinkler systems shall be annually tested and maintained per NFPA 25. An approved Fire Department connection and flow bell shall be installed in a location approved by the Fire Department and the system shall be supervised by an approved alarm system.</li> </ul> <p>Note: One electronic set of fire sprinkler system plans must be submitted to the Ketchum Fire Department as well as the State Fire Marshal’s Office and a Ketchum Fire Department Permit must be obtained prior to installation of fire sprinkler systems. Inspections of fire sprinkler systems by the Fire Chief or an appointee are required. Inspections must be scheduled at least 48 hours in advance.</p> <ul style="list-style-type: none"> <li>• An approved monitored fire sprinkler alarm system shall be installed per City of Ketchum Ordinance No. 1217 and the requirements of NFPA 72. Two sets of alarm system plans shall be submitted to the Ketchum Fire Department for approval and a permit is required prior to installation of alarm</li> </ul>

systems. Inspections of fire detection systems by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance.

- An approved key box shall be installed on each townhome unit, with the appropriate keys, for emergency access in a location approved by the Fire Department. The key box shall be a Knox Box brand and sized to accommodate keys to every door of the townhome unit.
- Smoke and carbon monoxide detectors shall be installed per NFPA and the 2018 International Fire Code. Smoke detectors shall be installed inside each bedroom, within 21 feet of each sleeping area, and on every level of occupancy, including the basement. Carbon monoxide alarms shall be installed in a central location outside each sleeping area and on every level of the townhome unit.
- Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade.
- An approved access roadway per 2018 International Fire Code Appendix D shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all-weather driving surface maintained free, clear, and unobstructed at all times. Grades shall not exceed 7%. Dead end access roadways exceeding 150 feet in length shall be provided with an approved turnaround. Gates, if installed, are required to be siren activated for emergency vehicle access. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, an approved aerial fire apparatus access road shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
- Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A minimum twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.
- Fire extinguishers shall be installed and maintained per 2018 IFC Section 906 both during construction and upon occupancy of the building. During construction fire extinguishers shall be placed in a conspicuous, easy to access, unobstructed location that is less than 75 feet travel distance to any combustibles on site, 30 feet to any hot work. Upon completion of project, every townhome unit shall have a minimum of one extinguisher per garage and one extinguisher per kitchen area. Extinguishers shall be mounted in a conspicuous, easy to access, unobstructed location. During construction, three 5-pound Class A fire extinguishers shall be required in each townhome unit.
- Spark arresters are required on all solid fuel burning appliance chimneys to reduce potential fires from burning embers. A minimum 10-feet of separation from all chimneys to combustible vegetation and tree crowns shall be maintained at all times.
- This project shall comply with the City of Ketchum Fire Protection Ordinance No. 1217 and defensible space characteristics. All exterior windows shall be glazed, and all exterior doors shall be solid core construction, both shall have a fire rating of not less than 20 minutes. All exterior vents shall be designed and approved to prevent flame or ember penetration and all exterior mesh shall have openings that do not exceed 1/8". Gutters and downspouts shall be non-combustible and shall be provided with an approved means to prevent the accumulation of leaves and debris. All materials within 12 inches vertical of finished grade shall be 1-hour rated, non-combustible, or covered with minimum 28-gauge flashing. The area 12-inches horizontal from the base of a wall shall be finished

in a way to prevent any vegetation growing, and for vegetative debris to be easily removed. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet. Tree crowns within 30 feet of any structure shall be pruned to remove limbs located less than 6 feet above the ground surface adjacent to the trees. Non-fire-resistant vegetation or growth shall be kept clear of buildings and structures, in such a manner as to provide a clear area for fire suppression operations.

- An 8 ½ by 11 color coded site map of this project shall be provided on paper and electronically to the fire department. This site map shall show the locations of gas shut-offs, power shut-offs, fire sprinkler riser rooms, fire department connections, alarm panels, Knox boxes, access doors, egress windows, stairways and any additional fire department requirements. Exact details for color coded “On-Sites” can be found at [www.ketchumfire.org](http://www.ketchumfire.org).
- Final inspections of all fire department permit required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at [www.ketchumfire.org](http://www.ketchumfire.org).
- Fire Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a Building Permit for the project.

**City Engineer & Streets Department:**

- All drainage shall be retained on site (KMC §17.96.060.C.1). Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street (KMC §17.96.060C).
- All construction for the project must comply with the standards set forth in Ketchum Municipal Code, Chapter 15.06 Construction Activity Standards. The applicant shall submit a Construction Activity Plan addressing all applicable activities (KMC §15.06.030), including how materials will be off-loaded at the site, plan for coordinating with neighbors on temporary closures, temporary traffic control, and construction fencing with appropriate screening, to be reviewed and approved prior to issuance of a Building Permit for the project. Pursuant to KMC §15.06.030.A.2, the applicant shall provide notice of the project, construction schedule, and general contractor’s contact information to all neighbors with properties adjacent to the project site.
- The building permit plans and construction drawings shall meet all applicable sections of Chapter 12 of Ketchum Municipal Code.
- The applicant shall submit the drainage and geotechnical report with the building permit application for review by the City Engineer and the Streets Department.
- The plans for the ROW improvements must be prepared by a professional engineer licensed in Idaho (KMC §12.04.020). The adjacent ROW along Rember Street and Bird Drive must be improved to City standards for residential streets. Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) feet from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
- The applicant shall submit a Street and Alley Digging, Excavation, and Trenching (“DIG”) Permit application with an associated traffic control plan for all construction work within the City right-of-

way to be reviewed and approved by the Streets Department. The use of City right-of-way for construction including the closure of adjacent streets or sidewalks requires a Temporary Use of Right-of-Way Permit (“TURP”).

- Final civil drawings for all associated ROW improvements shall be submitted with the Building Permit application to be verified, reviewed, and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.

**Utilities & Wastewater:**

- The property owner/developer and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water and sewer lines serving the property.
- Each detached townhome unit shall have separate water and sewer services. Connection fees are determined based on water and sewer meter sizes. The applicant shall have the proposed water and sewer service connection line and meter sizes verified by an Idaho-licensed plumber or mechanical engineer. The service line connections shall be installed to City standards.
- The City must approve the timing of the water and sewer connections to the municipal systems due to groundwater on the subject property. The contractor may tap the main upon inspection and approval by the Utilities Department.
- As specified in the Phased Development Agreement, by December 30, 2022 or prior to obtaining Certificate of Occupancy for the first townhome unit, each townhouse subplot shall be adequately served by both water and sewer services as shown on Sheets C1-C3 of the project plans.
- The project plans show the applicant intends to use an existing stub for the sewer service connection to serve the townhome unit located on subplot 4. Any existing stubs connecting to the property that are not proposed to be used for the new multi-family residential development must be cut and capped at the main.
- Drywells must have proper separation from potable water lines.
- The final civil drawings shall be approved by DEQ prior to issuance of a building permit for the project.
- Requirements and specifications for the water and sewer connections will be verified, reviewed, and approved by the Utilities and Wastewater departments prior to issuance of a building permit for the project.

**Building:**

- The building must meet the 2018 International Building Code and Title 15 Buildings and Construction of Ketchum Municipal Code.
- Building Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a building permit for the project.

**Planning and Zoning:**

Comments are denoted within the analysis of the project’s compliance with zoning and dimensional standards, design review evaluation standards, and subdivision design and development standards.

**Table 2: Zoning and Dimensional Standards Findings**

Zoning and Dimensional Standards Analysis				
Compliant			Standards and City Council Findings	
Yes	No	N/A	Guideline	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Lot Area
			Findings	Required Minimum Lot Area: 8,000 square feet minimum

				<p><b>Required Minimum Townhouse Sublot Area:</b> equal to the of the perimeter of the townhouse unit</p> <p>KMC §17.08.020 defines <i>Area of Lot</i> as the area of a lot, exclusive of any area contained within a private driveway easement.</p> <p><i>Ketchum Municipal Code §17.08.020: Definitions</i>  <b>AREA OF LOT:</b> <i>The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high-water marks of the Big Wood River, Trail Creek and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path or other public pathway within the boundaries of a lot.</i></p> <p><b>Proposed:</b>  Lot 3B of Bavarian Village Subdivision has a total area of 18,130 square feet (0.42 acres).</p> <p>The area of the private driveway easement on subplot 2 is 1,556 square feet.</p> <p>The area of the lot as defined by KMC §17.08.020 exclusive of the private driveway easement on subplot 2 is 16,574 square feet.</p> <p>Lot 3B is proposed to be subdivided into four townhouse sublots. All townhouse sublots within the proposed subdivisions are greater than the perimeter of the townhouse unit. No land within the townhouse subdivision is proposed to be designated as common area. The proposed areas of each townhouse subplot are indicated on the preliminary plat.  Townhouse Sublot 1: 4,886 square feet  Townhouse Sublot 2: 4,934 square feet  Townhouse Sublot 3: 4,038 square feet  Townhouse Sublot 4: 4,269 square feet</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Minimum Open Space</b>
			<b>Findings</b>	<p><b>Required:</b> 35% (Footnote 5: 5% open site area may be used for private decks or patios and walkways subject to Design Review approval)</p> <p><b>Proposed:</b> 6,472 square feet of open space is provided on site, which is 36% of the townhome development site's total area (Sheet A1)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.124.040</b>	<b>Floor Area Ratios and Community Housing</b>



			<p><b>Findings</b></p> <p><b>Gross FAR Permitted in General Residential High Density (GR-H) Zone</b>  Gross FAR Permitted in GR-H Zone: 0.5  Gross FAR Permitted with Inclusionary Housing Incentive: 1.4</p> <p>The Planning &amp; Zoning Commission may allow an increased FAR subject to Design Review (Ketchum Municipal Code §17.124.040.B). Ketchum Municipal Code does not guarantee 1.4 as the allowed FAR. New developments may be permitted an increased FAR above 0.5 at the Commission’s discretion through Design Review. To receive more floor area, new buildings must complement the scale and character of the surrounding neighborhood.</p> <p>KMC §17.124.040.B.2b allows for a gross floor area credit if groundwater issues on a development site, verified by an Idaho-licensed engineer, preclude the construction of underground parking. Upon determination by the City that groundwater on the subject property precludes underground parking, a credit of 350 square feet per required parking space may be subtracted from the net livable square footage prior to the calculation for the 20% deed restricted community housing contribution.</p> <p>The applicant has submitted a geotechnical report and hydrology opinions prepared by Idaho-licensed engineer Steve Butler attached as Exhibit E to the Staff Report. The report confirms that groundwater on the development site was observed as high as 4.3 feet below existing grade on October 17, 2019 and as high as 5.5 feet below grade on July 24, 2020. The report notes that a below-grade parking structure would be impacted by groundwater during an average snowpack runoff and is economically impractical to construct on the development site.</p> <p><b>Proposed Gross Floor Area Ratio</b>  Townhome Unit Gross Floor Area: 3,737 gross square feet  Total Gross Floor Area (x4 townhome units): 14,948 gross square feet  Parking Space Credit for Groundwater: 2,800 square feet (350 square feet x 8 required parking spaces)  Total Gross Floor Area Minus Parking Space Credit for Groundwater: 12,148 gross square feet  Bavarian Village Subdivision Lot 3B Area: 18,130 square feet  Private Driveway Easement on Sublot 2 Area: 1,556 square feet  Lot Area (as defined by KMC §17.08.020 exclusive of the private driveway easement on subplot 2): 16,574 square feet.  Proposed Floor Area Ratio (FAR): 0.73 (12,148 gross square feet/16,574 square feet lot area)</p> <p><b>Community Housing Contribution Calculation</b>  Total Gross Floor Area Permitted with 0.5 FAR: 8,287 gross square feet</p>
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				<p>Proposed Gross Floor Area: 12,148 gross square feet  Increase Above Permitted 0.5 FAR: 3,861 gross square feet  20% of Increase: 772 gross square feet  Net Livable (15% Reduction): 656 net livable square feet</p> <p>As specified in the Phased Development Agreement attached as Exhibit D to the Staff Report, the applicant intends to pay the community housing in-lieu fee (\$238 per square foot) in exchange for the gross floor area increase above the 0.5 FAR permitted in the GR-H Zone.</p> <p>Community Housing Contribution: 656 net livable square feet  Community Housing In-Lieu Fee: \$156,128</p> <p>Prior to issuance of a building permit for the project, the Ketchum City Council shall review and approve a FAR Exceedance Agreement addressing the square footage above the permitted 0.5 Floor Area Ratio and memorializing the associated community housing contribution.</p> <p>The Phased Development Agreement (Exhibit D) specifies that the owner agrees to pay the total \$156,128 at the time of building permit issuance for the first townhome unit.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<p><b>Minimum Building Setbacks</b></p> <p><b>Findings</b></p> <p><b>Required:</b>  Front: 15 feet  Side: 1 foot for every 3 feet in building height or 5 feet minimum and no less than 10 feet minimum for one-family dwellings  Rear: 15 feet</p> <p>KMC §17.128.020: Supplementary Yard Regulations  H. Decks less than 30 inches in height from existing grade may be constructed to the property line.</p> <p><b>Proposed:</b>  Dimensioned setbacks from property lines are indicated on Sheet L-1.0 of the project plans.</p> <p>Front (North/Rember Street): The townhome units are sublots 3 and 4 are both setback 15 feet from the development’s front property line along Rember Street.</p> <p>Street Side (East/Bird Drive): The townhome unit on subplot 4 is setback 12 feet from the east side property line along Bird Drive. The</p>

				<p>townhome unit on subplot is setback 13.3 feet from the east side property line along Bird Drive.</p> <p>Side (West/Interior): The townhome unit on subplot 3 is setback 12 feet from the west side property line. The townhome unit on subplot 1 is setback 18.8 feet from the west side property line.</p> <p>Rear (South/Interior): The townhome unit on subplot 2 is setback 20 feet from the rear property line. The townhome unit on subplot 1 is setback 18.8 feet from the rear property line.</p> <p>At-grade patios on townhouse sublots 2, 3, and 4 extend into the required setback areas, which is permitted pursuant to KMC §17.128.020.H.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Building Height</b>
			<b>Findings</b>	<p><b>Maximum Permitted:</b> 35 feet</p> <p><b>Proposed:</b></p> <p>The building sections on Sheet A7 of the project plans (Exhibit A) specify each townhome unit's maximum height from the highest point of the roof to lowest grade. All townhome units are less than 35 feet in height from lowest existing grade.</p> <p>Townhome Unit Sublot 1: 33'-7"</p> <p>Townhome Unit Sublot 2: 33'-4"</p> <p>Townhome Unit Sublot 3: 34'-5"</p> <p>Townhome Unit Sublot 4: 34'-1"</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.125.030H</b>	<b>Curb Cut</b>
			<b>Findings</b>	<p><b>Required:</b></p> <p>A maximum of 35% of the linear footage of any street frontage may be devoted to access off-street parking. Corner lots may select either or both streets as access but shall still not devote more than 35% of the total linear footage of street frontage to access off-street parking.</p> <p><b>Proposed:</b></p> <p>The dimensions of the driveway access widths are specified on Sheet L-1.0 of the project plans.</p> <p>Sublot 3 Driveway Access Width Along Rember Street: 16'-3"</p> <p>Sublot 4 Driveway Access Width Along Rember Street: 16'-3"</p> <p>Sublot 2 Driveway Access Width Along Bird Drive: 16'-3"</p> <p>Sublot 1 Private Driveway Width Along Bird Drive: 14'</p> <p>As noted on the site plan (Sheet L-1.0) and the preliminary plat, a 20-foot-wide access easement is provided on subplot 2 for ingress, egress, public utilities, and emergency vehicle access to benefit interior subplot 1. While the access easement is 20 feet wide, the width of the improved driveway access to subplot 1 is 14 feet wide.</p>

				<p>27% (32.5' driveway/120.72' street frontage) of the property's street frontage along Rember Street will be dedicated to off-street parking access.</p> <p>22% (30.25' driveway/136.89' street frontage) of the street frontage along Bird Drive will be dedicated to off-street parking access.</p> <p>Pursuant to KMC §17.96.060.G3, vehicle, bicycle, and pedestrian traffic shall flow safely within the project and onto adjacent streets. Prior to issuance of a building permit for the project, the City Engineer and Streets Department shall review the civil drawings to ensure adequate sight distances and proper signage for the proposed driveway accesses.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.125.040</b>	<b>Parking Spaces</b>
			<b>Findings</b>	<p>Off-street parking standards apply to any new development and to any new established uses.</p> <p><b>Required:</b> Multiple-Family Residential Dwelling Units in the GR-H Zone Units 2,001 square feet and above: 2 parking spaces</p> <p><b>Proposed:</b> All townhome units exceed 2,001 square feet. Each townhome unit has its own attached 2-car garage.</p>

**Table 3: Townhouse Subdivision Requirements Findings**

Townhouse Plat Requirements					
Compliant			Standards and City Council Findings		
Yes	No	N/A	City Code	City Standards and City Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	<p><b>Townhouse Owners' Documents:</b> The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</p>	
			<b>City Council Findings</b>	<p>The applicant has submitted a complete preliminary plat application including the CC&amp;Rs. The applicant shall submit a final copy of the Townhouse Declaration and CC&amp;Rs document to the Planning &amp; Building Department and file such document prior to recordation of the final plat.</p>	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p>
			City Council Findings	The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p>
			City Council Findings	The Planning & Zoning Commission reviewed the project's Design Review application (File No. 21-019) concurrently with the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application File No. P21-019) during their meeting on April 27th, 2021. After holding the required public hearing, the Planning & Zoning Commission: (1) unanimously approved the new townhome development's Design Review application and (2) unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application and Phased Development Agreement to the City Council on April 27th, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p>
			City Council Findings	The Planning & Zoning Commission reviewed the project's Design Review application (File No. 21-019) concurrently with the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application File No. P21-019) during their meeting on April 27th, 2021. After holding the required public hearing, the Planning & Zoning Commission: (1) unanimously approved the new townhome development's Design Review application and (2) unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application and Phased Development Agreement to the City Council on April 27th, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.4	<p>In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p>

			<b>City Council Findings</b>	The applicant has proposed a phased development project. The final plat procedure for each phase shall follow KMC §16.04.030.G and comply with the additional provisions of KMC §16.04.110.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.080.D</b>	<p><b>D. Final Plat Procedure:</b></p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> <li>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</li> <li>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</li> </ul> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<b>City Council Findings</b>	The applicant shall follow the final plat procedure as specified in the City's subdivision ordinance and as specified in the Phased Development Agreement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.080.E.1</b>	<p><b>E. Required Findings:</b> In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p><b>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</b></p>
			<b>City Council Findings</b>	The townhome project is located within the General Residential High Density (GR-H) Zone. The townhomes development has a Floor Area Ratio of 0.73 (12,148 gross square feet/16,574 square feet lot area).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.080.E.2</b>	<p><b>Garage:</b> All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<b>City Council Findings</b>	Each townhome unit includes an attached and enclosed 2-car garage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.080.E.3</b>	<p><b>General Applicability:</b> All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)</p>
			<b>City Council Findings</b>	This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.

Table 4: Preliminary Plat Requirements and Subdivision Design & Development Standards Findings

Preliminary Plat Requirements and Subdivision Design & Development Standards Findings				
Compliant			Standards and City Council Findings	
Yes	No	N/A	City Code	City Standards and City Council Findings
<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.
			Findings	The application has been reviewed and determined to be complete.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. 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:
			Findings	All required materials for the preliminary plat application have been submitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.
			Findings	This standard has been met. The preliminary plat contains a scale, north point, and date.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	This information has been provided on the application form and indicated on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	This standard has been met. The neighboring Bavarian Village Townhomes and the West Ketchum Residences currently under construction are indicated on the plat map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Findings	This project plans include a topographic map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Findings	Rember Street and Bird Drive are indicated on the plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	This boundary description and the area of the tract is noted on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.

			<b>Findings</b>	The property is within the GR-H Zone.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.10</b>	<b>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.</b>
			<b>Findings</b>	This standard has been met. No new streets are proposed. The 20-foot-wide access easement is specified within plat note 5 and the location and dimensions of the access easement are designated as parcel A on the plat map. The subplot lines and dimensions are indicated on the preliminary plat map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.11</b>	<b>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.</b>
			<b>Findings</b>	The townhome development does not provide any land intended to be dedicated for public use or for the common use of all future property owners within the proposed subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.12</b>	<b>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.</b>
			<b>Findings</b>	The project plans indicate the locations of all utilities that will serve the townhome development. The Phased Development Agreement includes the required construction and completion scheduled for the required improvements and designates the owner's maintenance responsibilities.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<b>Findings</b>	The project plans include drainage improvements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.14</b>	<b>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.</b>
			<b>Findings</b>	All drainage improvements have been indicated on the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.15</b>	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<b>Findings</b>	The project plans include a vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.16</b>	<b>The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.</b>
			<b>Findings</b>	N/A. The property is not currently mapped to be in the floodplain/floodway. The property is not located within the avalanche zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.17</b>	<b>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</b>



				<b>of two (2) or more streets.</b>
			<b>Findings</b>	N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property does not lie adjacent to a river or creek. The lot does not contain slopes of 25% or greater. The project does not create a new lot—the preliminary plat subdivides an existing corner lot into 4 townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.18</b>	<b>Lot area of each lot.</b>
			<b>Findings</b>	The existing and proposed size of each subplot is indicated.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J .19</b>	<b>Existing mature trees and established shrub masses.</b>
			<b>Findings</b>	The project plans indicate existing mature trees and shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.20</b>	<b>To be provided to Administrator:</b>
				<b>Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.</b>
			<b>Findings</b>	The Westcliff Townhomes subdivision name is unique and is not the same as another townhouse subdivision in Blaine County.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.21</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<b>Findings</b>	N/A. This project will connect to municipal services.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.22</b>	<b>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.</b>
			<b>Findings</b>	The applicant has submitted a complete preliminary plat application including the CC&Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning & Building Department and file such document prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.23</b>	<b>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.</b>
			<b>Findings</b>	This standard has been met. The applicant has submitted a Title Report and the Last Deed of Record.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.24</b>	<b>A digital copy of the preliminary plat shall be filed with the administrator.</b>
			<b>Findings</b>	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.A</b>	<b>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.</b>
			<b>Findings</b>	This standard has been met. Sheet L-1.0 indicates existing trees and

				vegetation to be removed. The landscape plans on Sheets L-2.0 and L3.0 show the new landscaping proposed with the townhome development, including evergreen trees, deciduous trees, shrubs, and ornamental grasses.
<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.
			Findings	Improvement plans shall be reviewed and approved by City Departments through the building permit application process.
<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.
			Findings	The completion of improvements shall follow the construction schedule specified in the Phased Development Agreement.
<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.
			Findings	The completion and acceptance of improvements shall follow the construction schedule specified in the Phased Development Agreement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required

				<p>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"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<b>Findings</b>	The applicant shall meet the required monumentation standards prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> <li>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> </ol>

				<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>
			<b>Findings</b>	<p>Standards 1, 3, 4, 5, and 6 have been met.</p> <p>Standard 1 has been met—the lot and townhouse sublots sizes, widths, and depths comply with the dimensional standards for lots and townhouse sublots required in the GR-H Zone. The proposed townhome development complies with setbacks from front, rear, and side property lines required in the GR-H Zone.</p> <p>Standard 6 has been met. Sublot 3 has 62.26 feet of street frontage along Rember Street, Sublot 4 has 58.46 feet of street frontage along Rember Street, and Sublot 2 has 70.39 of street frontage along Bird Drive. Sublot 1 is accessed from a 20-foot-wide access easement that border the rear property line on subplot 2.</p> <p>Standard 2 is not applicable as the subdivision is not located in the floodplain, mountain overlay, or avalanche zone.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.G</b>	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<b>Findings</b>	N/A. No new blocks are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.1</b>	<p><b>H. Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>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;</li> </ol>

			<b>Findings</b>	N/A. The townhome development is an infill project within an existing subdivision. No new streets are proposed. The townhomes are accessed from Bird Drive, Rember Street, and a private driveway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.2</b>	<b>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;</b>
			<b>Findings</b>	This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.3</b>	<b>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;</b>
			<b>Findings</b>	N/A. No street frontage improvements like planting strips are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.4</b>	<b>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</b>
			<b>Findings</b>	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.5</b>	<b>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;</b>
			<b>Findings</b>	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.6</b>	<b>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;</b>
			<b>Findings</b>	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.7</b>	<b>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;</b>
			<b>Findings</b>	N/A. This proposal does not create a new dead end street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.8</b>	<b>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;</b>

			<b>Findings</b>	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.9</b>	<b>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</b>
			<b>Findings</b>	N/A. No new streets are proposed with this townhome development.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.10</b>	<b>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;</b>
			<b>Findings</b>	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.11</b>	<b>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</b>
			<b>Findings</b>	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.12</b>	<b>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</b>
			<b>Findings</b>	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.13</b>	<b>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</b>
			<b>Findings</b>	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.14</b>	<b>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</b>
			<b>Findings</b>	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.15</b>	<b>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</b>
			<b>Findings</b>	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.16</b>	<b>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</b>
			<b>Findings</b>	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H.17</b>	<b>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</b>
			<b>Findings</b>	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed and no sidewalks are required to be installed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new private streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;
			Findings	N/A. This proposal does not require construction of a new bridge or impact any existing bridges.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			Findings	While the Westcliff Townhomes project qualifies as a substantial improvement, sidewalks are not required to be installed within this residential neighborhood.  The applicant shall improve the right-of-way (ROW) adjacent to the front property line along Rember Street and the street side property line along Bird Drive to City ROW standards for residential roadways. The required right-of-way improvements are indicated on Sheet C2 of the project plans (Exhibit A). Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant

				<p>material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.</p> <p>Final civil drawings for all associated ROW improvements shall be submitted with the building permit application to be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project.</p> <p>See Table 1 for comments and conditions from the City Engineer &amp; Streets Department.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	<p><b>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</b></p>
			Findings	No gates are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	<p><b>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone</b></p>
			Findings	N/A. The townhouse sublots are not located within the Avalanche Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p><b>I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</b></p>
			Findings	N/A. The townhouse sublots are located in a residential neighborhood within the City's GR-H Zone and do not abut an alley.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.1	<p><b>J. Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</b></p> <p><b>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.</b></p>
			Findings	N/A. These easements are not required as the project create a new street and the property is not adjacent to Warm Springs Road.



<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	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.
			Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	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.
			Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	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.
			Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	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.
			Findings	N/A. No changes to ditches, pipes, or other irrigation structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
			Findings	N/A. The townhouse sublots are within an existing residential neighborhood. The City Engineer has determined that sidewalks are not required for this project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In

				considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<b>Findings</b>	All townhome units will connect to the municipal sewer systems. The project shall meet all requirements of the Wastewater Department. The Phased Development Agreement includes the required construction and completion scheduled for the required improvements and designates the owner's maintenance responsibilities.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.L</b>	<b>L. Water System Improvements:</b> 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.
			<b>Findings</b>	The townhome development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities Department prior to issuance of a building permit for the project. See Table 1 for review comments and conditions from the Utilities Department. The Phased Development Agreement includes the required construction and completion scheduled for the required improvements and designates the owner's maintenance responsibilities.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	<b>M. Planting Strip Improvements:</b> 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.
			<b>Findings</b>	N/A. The townhouse sublots are within an existing subdivision with adequate plantings where necessary. The applicant has provided more landscaping on the project site, which is indicated on Sheet L-3.0 of the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.N.1</b>	<b>N. Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts,

				fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:  1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.
			<b>Findings</b>	The applicant has submitted a geotechnical report for the project site, which will be included with the building permit application for review by the City Engineer. The project shall meet all cut, fill, and grading standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.2	2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:  a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.
			<b>Findings</b>	The project plans include a grading plan prepared by an Idaho-licensed engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.3	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.
			<b>Findings</b>	The proposed grading meets these requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	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.
			<b>Findings</b>	N/A. The townhome development is an infill project on a vacant lot surrounding by existing development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.5	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.
			<b>Findings</b>	The project shall meet this requirement regarding soil stabilization and revegetation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.6	6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.

				<p>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).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			Findings	The project shall meet these development standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.0	<p>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.</p>
			Findings	<p>The drainage system must keep all storm water within the project site. Storm water is prohibited from draining onto the Rember Street or Bird Drive rights-of-way. All drainage improvements must meet city standards. Drainage improvements are indicated on Sheet C1, C2, C3, and L2 of the project plans (Exhibit A). Proposed drainage improvements include a system of drywells, catch basins, and storm drain pipes.</p> <p>Prior to issuance of a building permit for the project, the applicant shall submit a final drainage plan indicating grading, catch basins, piping, and drywells (KMC §17.96.040.C.2b &amp; KMC §17.96.060.C.1-4) prepared by a civil engineer licensed in the state to be submitted for review and approval by the City Engineer and Streets Department. Additionally, the applicant shall submit geotechnical report with the building permit application for review by the City Engineer. As noted in the Utilities Department's comments, all drywells must</p>

				have proper separation from potable water lines. See Table 1 for City Department comments and conditions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. <b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Findings	All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. <b>Off Site Improvements:</b> Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	N/A. The townhouse subdivision does not trigger off-site improvements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	R. <b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	The applicant will install new landscaping as indicated on Sheet L-3.0 of the project plans.

## CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
4. The City Council has authority to review and approve of the applicant's Townhouse Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

## DECISION

**THEREFORE**, the Ketchum City Council approves this Townhouse Subdivision Preliminary Plat and Phased Development Agreement this Monday, May 17<sup>th</sup>, 2021 subject to the following conditions of approval.

## CONDITIONS OF APPROVAL

1. The project shall meet all City Department requirements as specified in Table 1 and all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
2. The project shall comply with all conditions and comments as specified in Table 3: Townhouse Subdivision Requirements and Table 4: Preliminary Plat Requirements and Subdivision Design & Development Standards.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a

compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

5. The applicant shall provide a copy of the recorded final plat to the Planning & Building Department for the official file on the application.
6. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.
7. The project shall meet all requirements specified in the phased townhouse subdivision agreement.

Findings of Fact **adopted** this 17<sup>th</sup> day of May 2021.

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Neil Bradshaw  
Mayor  
City of Ketchum

Attest:

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Lisa Enourato, Interim City Clerk

Attachment B:  
Westcliff Townhomes  
Preliminary Plat  
Application Submittal





City of Ketchum  
Planning & Building

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

### Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Westcliff Townhomes			
Owner of Record: PB Investments / Westcliff LLC			
Address of Owner: PO Box 1906, Twin Falls, ID 83303			
Representative of Owner: Benchmark Associates, PA			
Legal Description: Bavarian Subdivision, Lots 3B			
Street Address: 106/110 Rember Street			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1 lot being divided into 4 townhouse sublots			
Total Land Area: 18,130 sf			
Current Zoning District: GR-H			
Proposed Zoning District: GR-H			
Overlay District: none			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: n/a			
Easements to be dedicated on the final plat: <b>10' utility easement per Inst. Nos. 660804 &amp; 661178</b>			
Briefly describe the improvements to be installed prior to final plat approval: <b>building improvements per building permit</b>			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

*North William, Rep.*  
Applicant Signature

1/15/20  
Date

# WESTCLIFF TOWNHOMES

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

A TOWNHOUSE SUBDIVISION OF BAVARIAN VILLAGE SUBDIVISION, LOT 3B.

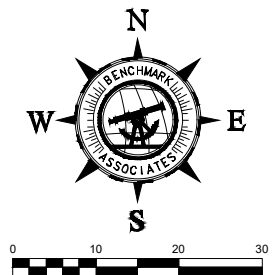
## APRIL 2021 PRELIMINARY PLAT

### SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO CREATE FOUR SUBLOTS WITHIN LOT 3B OF BAVARIAN VILLAGE SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - A. ORIGINAL PLAT OF "BAVARIAN VILLAGE SUBDIVISION", INST. NO. 139821.
  - B. PLAT OF "BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A", INST. NO. 631181.
  - C. PLAT OF "BAVARIAN VILLAGE SUBDIVISION: LOT 3B", INST. NO. 680918.

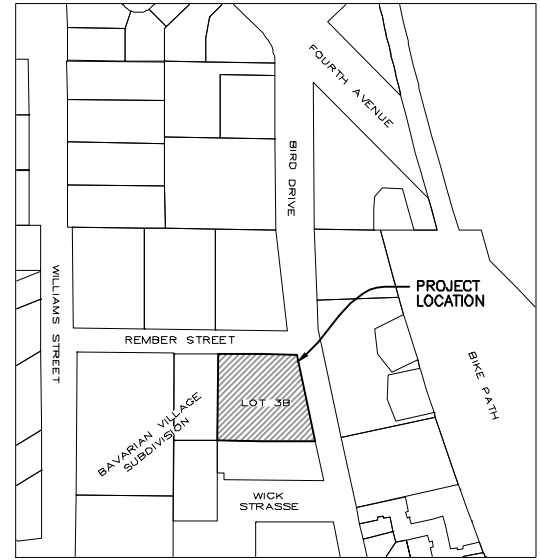
### NOTES:

1. REFER TO THE ORIGINAL PLAT OF BAVARIAN VILLAGE SUBDIVISION, INST. NO. 139821, TO THE PLAT OF BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A, INST. NO. 631181 AND TO THE PLAT OF BAVARIAN VILLAGE SUBDIVISION: LOT 3B, INST. NO. 680918. FOR CONDITIONS, RESTRICTIONS AND PLAT NOTES GOVERNING THIS PROPERTY.
2. THE TOWNHOME DECLARATION AND PARTY WALL AGREEMENT FOR WESTCLIFF TOWNHOMES WERE RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
3. THE PHASED DEVELOPMENT AGREEMENT FOR WESTCLIFF TOWNHOMES WAS RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
4. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS AND COMMON AREA FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
5. A 20 FOOT WIDE EASEMENT WITHIN SUBLLOT 2 FOR INGRESS, EGRESS, PUBLIC UTILITIES AND EMERGENCY VEHICLE ACCESS IS GRANTED TO BENEFIT SUBLLOT 1, AS SHOWN HEREON.
6. THE CURRENT ZONING IS GENERAL RESIDENTIAL HIGH DENSITY (GR-H). REFER TO THE CITY OF KETCHUM ZONING CODE FOR MORE INFORMATION ABOUT THIS ZONE.
7. UTILITIES ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN. WATER AND SEWER LINES ARE PER FOUND VALVES, MANHOLES AND RECORD MAPS.
8. VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEIOD03) DATUM UTILIZING SMARTNET CORS STATION IDKM.



### LEGEND:

- SUBLLOT BOUNDARY
- - - EASEMENT LINE AS SHOWN
- EDGE PAVEMENT
- PROPOSED BUILDING ENVELOPE
- EXISTING WATER LINE
- PROPOSED WATER SERVICE
- EXISTING SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- CATV
- EXISTING OVERHEAD POWER LINE
- 5775 EXISTING CONTOUR
- 5775 PROPOSED CONTOUR
- FLOWLINE
- ELECTRIC BOX
- GAS MARKER
- SEWER MANHOLE
- TELECOM BOX
- WATER VALVE
- WATER METER
- CATV BOX
- STORM DRAIN
- COMMON AREA
- PROPOSED DRYWELL
- PROPOSED CATCH BASIN
- PROPOSED EASEMENT "A" (SEE NOTE 5.)
- DRAINAGE ARROW
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR



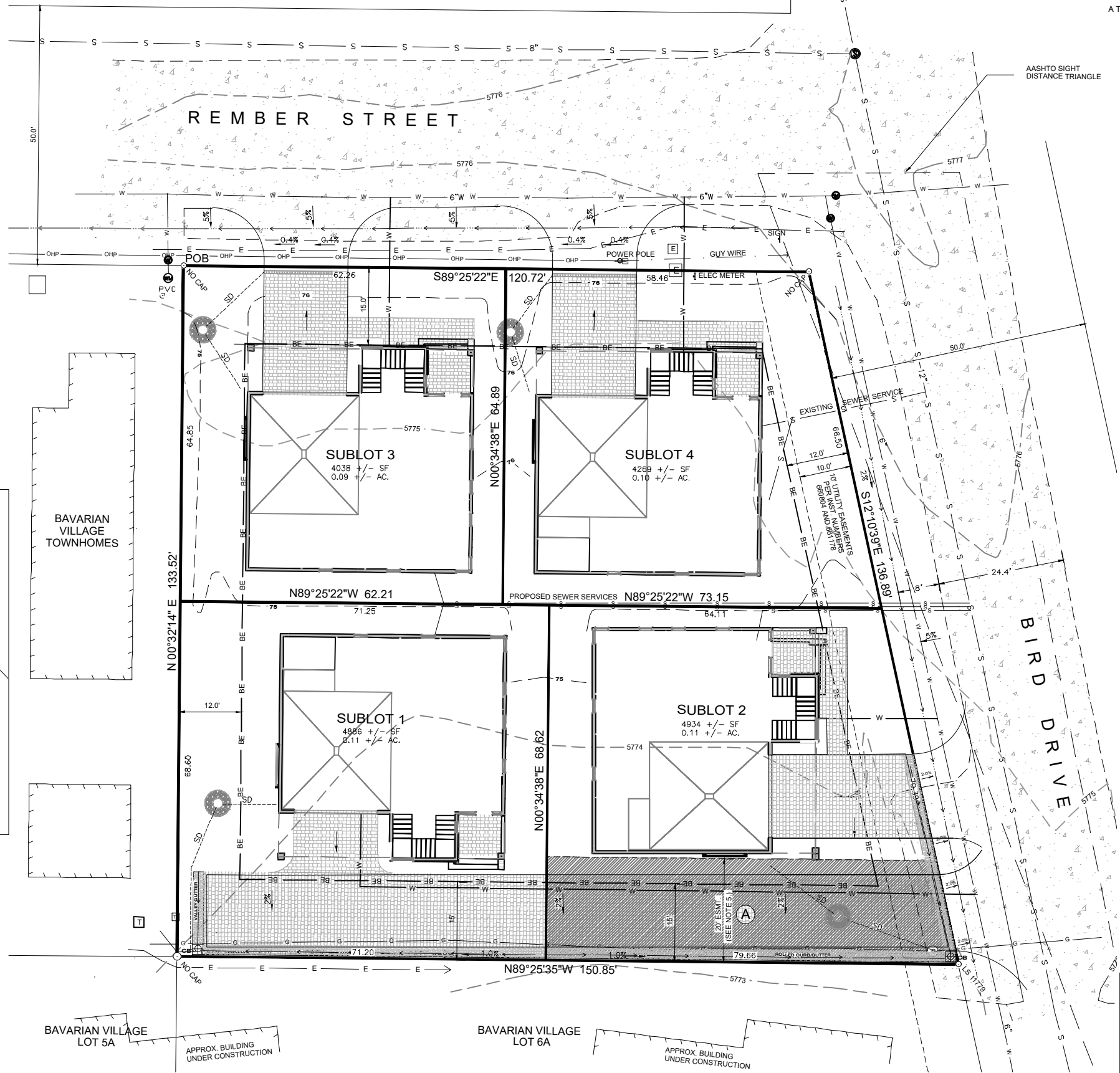
VICINITY MAP  
NOT TO SCALE

### HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

South Central Public Health District, REHS

Dated: \_\_\_\_\_



AASHTO SIGHT  
DISTANCE TRIANGLE

BAVARIAN  
VILLAGE  
TOWNHOMES

BAVARIAN  
VILLAGE  
TOWNHOMES

BAVARIAN VILLAGE  
LOT 5A

BAVARIAN VILLAGE  
LOT 6A

BIRD DRIVE



DRYWELL



### WESTCLIFF TOWNHOMES

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

PREPARED FOR: WESTCLIFF, LLC  
PROJECT NO. 20261 DWG BY: DWS/ICPL 20261PRE.DWG  
PRELIMINARY PLAT DATE: 04/02/2021 SHEET: 1 OF 1

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WESTCLIFF TOWNHOMES**

THIS DECLARATION is made on the date hereunder set forth by **WESTCLIFF, L.L.C.**, an Idaho limited liability company, hereinafter referred to as "Declarant".

RECITALS

This Declaration is made in contemplation and furtherance of the following facts and purposes:

- A. Declarant is the owner of certain real property located in the City of Ketchum, Blaine County, State of Idaho, more particularly described as follows: Bavarian Subdivision Lot 3B as shown on the official plat thereof recorded as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho (hereinafter sometimes referred to as "Subdivision).
- B. The Subdivision, and all improvements and structures to be erected and maintained thereon, is a Townhome subdivision project developed pursuant to applicable zoning, subdivision and land use ordinances of the City of Ketchum, Idaho.
- C. It is the intent of the Declarant to create a quality residential Townhome project in Ketchum within Westcliff Townhomes Subdivision and the surrounding environment, for the enjoyment and convenience of persons living within said project, and to secure said objectives through the covenants, conditions and restrictions hereinafter set forth.

**DECLARATION**

Declarant hereby declares that Westcliff Townhomes Subdivision, and all real property, parcels, lots, Townhome sub-lots and common area now or hereafter situated within said Subdivision, or otherwise made subject hereto, shall all be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions and equitable servitudes hereinafter set forth or provided for, which shall run with said land and be binding upon, and benefit, all parties now or hereafter having or acquiring any right, title or interest therein, or to any part thereof.

**ARTICLE I**  
**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meaning:

**Section 1.** "Architectural Design Committee" shall mean the committee created pursuant to Article VII hereof.

**Section 2.** "Articles" shall mean the Articles of Incorporation of the Westcliff Townhomes Owners Association, Inc.

**Section 3.** "Assessments" shall mean assessments described in Article VI.

**Section 4.** "Association" shall mean and refer to Westcliff Townhomes Owners Association, Inc., a non-profit corporation organized pursuant to Article V of this Declaration under the laws of the State of Idaho, its successors and assigns.

**Section 5.** "Common Area" means the roadways, driveways and other properties so designated as "common area" on the townhouse unit plat map, a copy of which is attached hereto as Exhibit "A", as well as any other lots or real property purchased by Association.

**Section 6.** "Lot" shall mean and refer to a Townhome lot as shown on the official plat of the Subdivision.

**Section 7.** "Westcliff Homeowners Association, Inc." shall mean and refer to the association of owners of Townhome lots within the Subdivision.

**Section 8.** "Member" shall mean a member of the Association, who shall be an Owner and shall qualify for membership in the Association in the manner hereinafter set forth.

**Section 9.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Townhome Lot; provided, however, that the term "Owner" shall not include those having only a security interest in any Lot through a lien, encumbrance, deed of trust or mortgage, or other similar security instrument.

**Section 10.** "Property" shall mean and refer to the real property within the Subdivision.

**Section 11.** "Townhome" shall mean and refer to a Townhome residential unit, as that term is defined in the applicable land use ordinances of the City of Ketchum, Idaho, to be built and maintained on each Lot as depicted on the Subdivision plat.

**ARTICLE II**  
**PROJECT DEVELOPMENT**

**Section 1.**     Development of Lots. Declarant has or shall construct, or cause to be constructed, pursuant to plans and specifications approved by the City of Ketchum, Idaho, a Townhome on each Lot within the Subdivision.

**Section 2.**     Common Area. Any Common Area shown on the Plat for the Subdivision shall be deeded by the Declarant to the Association, to be held, improved, maintained, managed and used by the Association for the common benefit, use and enjoyment of the Owners and their respective family members, guests and invitees subject to the provisions of this Declaration. Prior to being deeded to the Association, the Declarant, at its sole cost and expense, shall improve or make appropriate provisions for the improvement of the Common Area in a manner consistent with the official Plat for the Subdivision and specifications approved by the City of Ketchum, Idaho.

**ARTICLE III**  
**TOWNHOME RESTRICTIONS**

**Section 1.**     Residential Purposes. Lots shall be restricted exclusively to residential use. No structures of a temporary character, trailer, tent, shack, carport, garage or other similar improvement shall be used as a residence, either temporarily or permanently, on any Lot.

**Section 2.**     Exterior Changes and Alterations. No changes or alterations to the exterior of any Townhome or other improvement on any Lot may be made or undertaken without the prior approval of the Architectural Design Committee of the Westcliff Townhomes Townhome Subdivision; provided, however, that this provision shall not preclude exterior painting provided there is no change in existing color, or the replacement or repair of broken or damaged exterior windows, siding, trim, decking, sidewalks, driveways, fences, exposed structural members or foundations, if the same does not alter the size of the Townhome, the configuration of its exterior, or the architectural features of the Townhome, including the size and shape of windows, or the pitch or configuration of roof lines, eaves and exposed gables.

**Section 3.**     Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than a total of two (2) dogs, cats, or other household pets may be kept by Owners, provided they are not kept, bred or maintained for any commercial purpose, do not endanger the health of other residents, are not allowed outside the Townhome except when kenneled in an approved dog run, leashed or otherwise under someone's direct control, and do not unreasonably disturb the occupants of any other Townhome, or the owners, occupants or residents of the Westcliff Townhomes Subdivision. The term "household pets" is defined as dogs and cats.

**Section 4. Signs and Business Activities.** No advertising signs, billboards, or commercial equipment or supplies shall be erected, placed, or permitted to remain on any Lot or Common Area, nor shall any Lot or Common Area be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or occupant of any Townhome.

**Section 5. Service Facilities.** No outside clotheslines shall be permitted, and all garbage cans, maintenance tools, and similar items shall be kept screened or enclosed to conceal them from the view of neighboring Lots.

**Section 6. Exterior Antennas.** No exterior television or radio antennas or similar communication installations shall be placed on any Lot without prior written approval from the Architectural Design Committee of Westcliff Townhomes Subdivision.

**Section 7. Nuisances.** No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odor shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to the occupants of any residence within Westcliff Townhomes Subdivision. No exterior lights or noise, including but not limited to, noise created by people, animals, equipment and/or machinery, shall be permitted to exist, emanate from, or operate upon any Lot or Common Area so as to be offensive or detrimental to any other Lot, or its occupants, or to the occupants of any residence within Westcliff Townhomes Subdivision.

**Section 8. Hazardous Activities.** No activities shall be conducted, and no improvements shall be constructed on any Lot or Common Area which are or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no firearms shall be discharged upon any Lot or Common Area and no open fires shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well designed interior fireplace or stove.

**Section 9. Unsightly Articles.** No unsightly articles shall be permitted to remain on any Lot so as to be visible from adjoining Lots or Westcliff Townhomes Subdivision, including, without limitation, trailers, campers, motorhomes, boats, tractors, vehicles, inoperable vehicles, snowmobiles, and snow removal, garden, or maintenance equipment.

**Section 10. Exterior Maintenance.** The Association shall at all times keep the exterior of each Townhome and appurtenant exterior decks, fences, sidewalks, porches and patios in good condition and repair, and shall not let the condition thereof deteriorate to the point where it has a negative impact on the value, use or enjoyment of other Townhomes, Common Area, or properties within the Westcliff Townhomes Subdivision. For the common good of all Owners, and the owners of lots within Westcliff Townhomes Subdivision, it is the intent of this provision that all Townhomes and related improvements be maintained in a first class manner. Every Owner, by

accepting a deed to a Lot, is deemed to grant unto the Association such easements, rights to access and other authorizations as may be necessary to permit the Association, or their designated agents, to complete the necessary exterior repairs and maintenance, and upon completion, to recover any costs reasonably incurred therefor, through the levy of annual or special assessments as provided for in Article VI hereinafter.

**Section 11.** Townhome Alterations. Notwithstanding anything to the contrary herein contained, no Townhome shall be increased in size, exterior, configuration or square footage through any remodel, addition or replacement, or through the conversion or enclosure of any storage areas, porches, patios, decks or garage space into residential living area.

**Section 12.** Fire and Casualty Insurance of Townhomes. The Association shall acquire and maintain a policy or policies of insurance on each Townhome, insuring it to its full insurable value against loss or damage due to fire or other cause insured in a standard fire and casualty policy of insurance.

**Section 13.** Townhome Contents and Liability Insurance. Each Owner shall be solely responsible to determine, obtain and pay for any desired fire and casualty insurance coverage for contents and personal property situated within said Owner's Townhome or on said Owner's Lot, and any desired liability insurance for activities conducted, or otherwise occurring, on said Lot.

**Section 14.** Occupancy Limits. Full-time occupants of the Townhomes within the Subdivision shall be limited to four (4) persons with no exceptions. For purposes of this section "full-time" shall refer to any consecutive period of seven (7) days.

**Section 15.** Garage Use. Garages are intended and shall be used primarily for the parking and temporary storage of automobiles belonging to the owners of said garages. No garage shall be used for any storage or other purpose which would prevent its use for such automobile parking or temporary storage. All Townhome Owner's and occupant's vehicles must be kept in their respective garages.

#### ARTICLE IV COMMON AREA

**Section 1.** Conveyance to the Association. Prior to the sale of any Lot within the Subdivision, the Declarant at its sole cost and expense shall improve or make appropriate provision for the improvement of said Common Area in a manner consistent with the plat and development plans approved by the City of Ketchum, and deed the same to the Association, which the Association shall accept, at no cost to it, free and clear of all liens and encumbrances other than easements of record.

**Section 2.** Snow melt systems have been installed for the driveways within the project. However, in the event a heavy snowfall necessitates removal of the snow by hauling it away, such expense shall be deemed a common area expense of the Association.

**Section 3.** Enjoyment of Common Area. Subject to the following provisions and limitations, each Owner shall have a non-exclusive right and easement of enjoyment, in common with all other Owners, in and to any Common Area, and such right and easement shall be appurtenant to and pass with the title to each Lot:

- A. The right of Association to assess reasonable fees for operation, repairs and maintenance of the Common Area.
- B. The right of the Association to suspend the voting rights and right to use Common Area by an Owner for any period during which said Owner remains delinquent in the payment of any assessment duly levied against any Lot owned by said Owner.
- C. The right of the Association to promulgate reasonable rules and regulations governing the use and enjoyment of Common Area by Owners, their family members, and guests.
- D. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of further improving Common Area and related facilities; and in aid thereof to place a mortgage, deed of trust or other security instrument upon the Common Area.

**Section 4.** Improvement of Common Area. The Association may, from time-to-time, further modify, improve, or equip the Common Area for the benefit of the Owners, and make such Assessments or borrow such funds therefor as may be reasonably necessary, subject to the provisions and limitations set forth herein.

**Section 5.** Common Area Obstructions. Notwithstanding anything to the contrary herein contained, the Common Area shall not be used for the storage of equipment, recreational vehicles (including boats, trailers, campers, watercraft, snowmobiles, motorcycles and similar vehicles), inoperable automobiles and trucks, trash, debris, or other items which may impede the use of the paved access of the Common Area for access and temporary vehicular parking.

## ARTICLE V THE ASSOCIATION

**Section 1.** Membership. Every Owner shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one person or entity, the membership related



to that Lot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by that Owner. No person or entity other than an Owner may be a member of the Association.

**Section 2.** Voting Rights. The total number of votes which may be cast by all Members of the Association shall be the same as the total number of Lots, and each membership shall be entitled to one (1) vote.

**Section 3.** Cumulative Voting. In any election of the members of the Board of Directors, each Member entitled to vote at such election shall have the right to cumulative voting for each director to be elected, and to thereby give one candidate or divide among any number of the candidates a number of votes equal to the total number of votes to which that Member is entitled to vote for all Directors to be elected. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

**Section 4.** Governance. The Association shall be governed by a Board of Directors and officers in accordance with its Articles of Incorporation and Bylaws.

**Section 5.** Management of the Common Area. Subject to the exclusive landscaping easement referred to in Article IV, Section 5 hereinabove, the Association shall be responsible for exclusive management and control of the Common Area. All driveways, parking areas, landscaping and other improvements situated on or included in Common Area, shall be kept in good condition and repair and all driveways and parking areas belonging to the Association shall be kept reasonably free of debris, obstructions, and snow by the Association. The Association shall keep the Common Area and its improvements fully insured against reasonable risks of casualties, and shall maintain public liability insurance coverage on the Common Area in an amount the Board of Directors deems appropriate.

**Section 6.** 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 its purposes and obligations, whether such personnel are furnished or employed directly by the Association or any person or entity with whom the Association contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property, or the enforcement of this Declaration. The Association may arrange with others to furnish insurance, electricity, water, sewer, snow removal, trash collection, landscaping, or other services for the Common Area or other property owned or managed by the Association pursuant to this Declaration.

**Section 7. Rules and Regulations.** The Association may make reasonable rules and regulations governing the use of the Common Area, which rules, and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, govern the use of all driveways and parking areas owned or controlled by the Association for the benefit of the Owners. The Association may also take judicial action against any Owner to enforce compliance with any of its rules or regulations, or the other terms or provisions of this Declaration.

**Section 8. Assessments.** The Association shall be empowered to levy, enforce, and collect annual assessments and special assessments, against Townhomes and the Owners thereof in the manner and amounts set forth in Article VI hereinbelow.

**Section 9. 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 VI ASSESSMENTS**

**Section 1. Agreement to Pay Assessments.** Declarant, for each Lot owned by the Declarant, hereby covenants, and each subsequent Owner of any Lot, by the acceptance of a deed therefor, whether or not it be so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association the assessments provided for in this Declaration. In the case of joint or co-ownerships, this liability shall be joint and several. Such assessments shall be levied against Lots and collected from time-to-time in the manner provided in this Article VI.

**Section 2. Annual Assessments.** Annual assessments against all Lots are hereby authorized which shall be based upon advance annual estimates of cash requirements by the Association to provide for the payment of all estimated expenses to be incurred in the ensuing twelve-month period in the conduct of the Association's affairs. Such expenses may include, among other things, those incurred for taxes, fire and casualty insurance, liability insurance, legal and accounting services, road maintenance, snow removal, landscaping installation and maintenance, Common Area utilities, Common Area improvements and equipment, the repair, maintenance and replacement of Common Area improvements and equipment, the repair and maintenance of the exterior components of Townhomes, and the creation of a reasonable contingency reserve, surplus and/or sinking fund for capital improvements, replacements and repair.

**Section 3. Special Assessments.** In addition to the annual assessments authorized hereinabove, the Association may levy at anytime a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any expenses duly incurred or to be incurred as provided in this Declaration, but not adequately provided for by the annual assessment. This section shall not be construed as independent authority for the Association to incur expenses, but shall be construed to prescribe an alternative manner of assessing for expenses authorized in other sections hereof.

**Section 4. Apportionment of Assessments.** Unless otherwise provided to the contrary herein, annual and special assessments shall be apportioned equally among the Owners and their respective Lots.

**Section 5. Exemption from Assessment.** Notwithstanding anything to the contrary herein contained, no annual or special assessments shall be levied against any Lot owned by the Declarant, nor be payable by, or collected from the Declarant.

**Section 6. Notice of Assessments and Time for Payment Thereof.** The Association shall establish an annual assessment each year, the exact date to be determined by its Board of Directors, and shall further establish and levy special assessments whenever circumstances, in the opinion of the Board of Directors, require it to meet the financial obligations and necessities of the Association. Such assessments shall be payable annually, quarterly, monthly, or in a lump sum, as the Association from time-to-time determines. The Association shall provide each Owner with notice specifying the amount of the assessment levied against its Lot and the date or dates of payment of the same. No payment shall be due less than 15 days after said written notice has been given and each assessment shall bear interest at the rate of 12 percent per annum from and after the date it becomes due and payable if not paid within 30 days after such date. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due in such a case shall be deferred to a date 15 days after such notice has been given.

**Section 7. Lien of Assessment.** All sums assessed against any Lot shall be secured by a lien on said Lot 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 said Lot, with exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages, deeds of trust or other security instruments perfected and recorded in Blaine County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Blaine County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association may prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Lot the legal description of said Lot. Such notice shall

be signed by an officer of the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No such notice of assessment shall be recorded until there is a delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the State of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorney's fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

Unless sooner satisfied and released, or the enforcement initiated as provided earlier in this section, any lien created pursuant to this section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment; provided, however, said one year period may be extended by the Association for an additional period not to exceed one year by a written extension signed by an officer of the Association and recorded in the office of County Recorder of Blaine County, Idaho, prior to the expiration of the initial one year period.

**Section 8.** Personal Obligation of Owner. The amount of any assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation can be maintained by the Association without foreclosure or waiver of the lien securing the same, and no owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the common area, or by the sale or abandonment of the Lot.

**Section 9.** Personal Liability of Purchasers. Subject to the provisions of Section 7 immediately hereinabove, the purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments appurtenant thereto including any such assessments due and owing prior to said purchaser's acquisition of said Lot.

## ARTICLE VII ARCHITECTURAL DESIGN COMMITTEE

**Section 1.** Architectural Review and Approval. No improvement, alteration or change to the exterior of any Townhome, or any appurtenant exterior appurtenance, such as decks, porches, patios, and exterior colors shall be constructed, installed, or completed until the plans and specifications therefor have been submitted to, and approved in writing by, the Architectural Design Committee (hereinafter "ADC") of the Westcliff Townhomes Subdivision. All plans and specifications shall be evaluated as to compliance with this Declaration, harmony, and compatibility with the external design of other Townhomes and the location of any proposed improvements in relation to surrounding structures, topography and neighborhood design characteristics.

**Section 2. Architectural Design Committee.** Appointments to the ADC shall be made by the Board of Directors of the Association, and members shall serve at the pleasure of said Board of Directors. Members may, but need not, be Owners. A majority of the ADC shall constitute a quorum for the transaction of business at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the ADC.

**Section 3. Powers and Duties of the ADC.** The ADC shall have the following powers and duties:

- A. To require submission to the ADC of complete sets of plans and specifications for any proposed exterior improvement, alteration, change or structure for any Townhome or Lot. The ADC may also require submission of samples of building materials proposed for any such project and may require such additional information as is reasonably necessary to evaluate the proposed work.
- B. To approve or disapprove any proposed alterations, additions, changes, modifications, or improvements to the exterior of any Townhome or Lot. All decisions of the ADC shall be submitted in writing to the applicant, and signed by all members of the ADC participating in such decision. In the event that the ADC fails to approve or disapprove any plans or specifications requested within thirty (30) days after receiving an application therefor, together with all additional information, plans or specifications requested by the ADC, approval of the ADC shall conclusively be deemed to have been given.
- C. To require a fee to be set and, as necessary from time-to-time amended, by the ADC, in an amount reasonably calculated to defray the costs incurred in reviewing proposed development plans, including the costs incurred for the services of any architects, engineers or other professional consultants retained by the ADC to assist it in the review process.
- D. To obtain, and pay for, the services of architects, engineers or other professional consultants which the ADC deems necessary or appropriate to assist in the review process.

**Section 4. Development by Declarant.** The ADC shall not have any jurisdiction over, or right to review, approve or disapprove of any Townhome Unit or other improvement placed upon any Lot or other portion of the Property by the Declarant, or its designated agents or contractors; provided, however, that all Townhome Units or other improvements constructed by the Declarant or its designated agents or contractors shall conform substantially with plans and inspections approved by the City of Ketchum.

**ARTICLE VIII  
REVOCATION OR AMENDMENT**

**Section 1.** Method of Revocation or Amendment. This Declaration may be amended or revoked, in part in whole, by an instrument duly executed by the record Owners of more than two-thirds of the total number of Lots subject to the provisions of this Declaration on the effective date of the amendment or revocation, and by all mortgagees and deed of trust beneficiaries under any mortgage or deed of trust encumbering any Lot appearing of record at the time of revocation or amendment. Any such revocation or amendment duly adopted shall be binding upon every Owner and Lot, whether the burdens thereon are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto. Notwithstanding the foregoing, the provisions of Article III; Article IV, Sections 5 and 6; Article VII, Section 1; Article VIII; and Article IX, Sections 7 and 8, shall not be amended or revoked without the prior written consent of the Board of Directors of the Westcliff Townhomes Homeowners Association, Inc.

**ARTICLE IX  
MISCELLANEOUS**

**Section 1.** Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly enacted by the Association. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association or any Owner.

**Section 2.** Mailing Address. Each Owner shall provide the Association with such Owner's mailing address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, addressed to the Owner at the given address.

**Section 3.** Transfer of Rights. Any right or interest reserved hereby to the Declarant may be transferred or assigned by the Declarant to any person or entity.

**Section 4.** 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 5.** 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 this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.



**Instrument # 678686**

HAILEY, BLAINE, IDAHO  
01-28-2021 2:20:46 PM No. of Pages: 3  
Recorded for: ROBERTSON & SLETTE, PLLC  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile

After Recording Return To:

Gary D. Slette  
Robertson & Slette, pllc  
P.O. Box 1906  
Twin Falls, ID 83303

This Space Reserved for Recording Purposes

**QUITCLAIM DEED**

FOR VALUE RECEIVED, **PB INVESTMENTS**, an Idaho general partnership, does hereby convey, release, remise and forever quitclaim unto, **WESTCLIFF, LLC**, an Idaho limited liability company, whose address is P.O. Box 1906, Twin Falls, Idaho 83303, all of its right, title and interest in and to the following described premises, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF BY THIS REFERENCE**

Subject to a recorded deed of trust in favor of D.L. Evans Bank recorded as Instrument No. 671148 on July 27, 2020, in the records of Blaine County, Idaho.

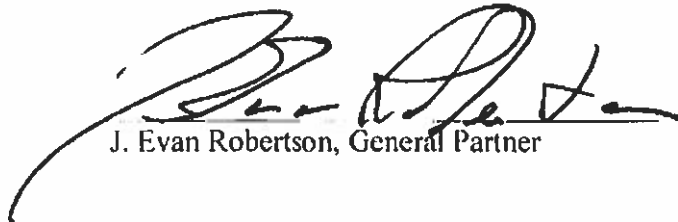
To have and to hold the said premises and their appurtenances unto the said Grantee, its successors and assigns, forever.

DATED this 28th day of January, 2021.

**PB INVESTMENTS, an Idaho  
general partnership**



Gary D. Slette, General Partner



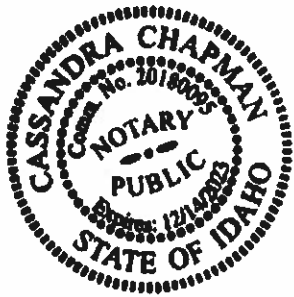
J. Evan Robertson, General Partner



STATE OF IDAHO )  
 )  
 ss.  
County of Twin Falls )

On this 28<sup>th</sup> day of January, 2021, before me, a Notary Public, in and for said County and State, personally appeared **GARY D. SLETTE**, known or identified to me to be a general partner of **PB INVESTMENTS**, the partnership that executed the foregoing instrument, and acknowledged to me that such partnership 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.

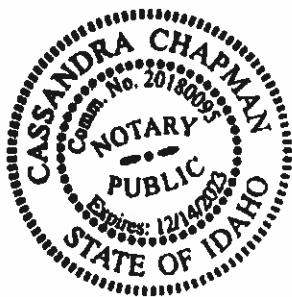


*Cassandra Chapman*  
NOTARY PUBLIC FOR IDAHO  
Residing at: Twin Falls

STATE OF IDAHO )  
 )  
 ss.  
County of Twin Falls )

On this 28<sup>th</sup> day of January, 2021, before me, a Notary Public, in and for said County and State, personally appeared **J. EVAN ROBERTSON**, known or identified to me to be a general partner of **PB INVESTMENTS**, the partnership that executed the foregoing instrument, and acknowledged to me that such partnership 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.



*Cassandra Chapman*  
NOTARY PUBLIC FOR IDAHO  
Residing at: Twin Falls

# **EXHIBIT “A”**

## **LEGAL DESCRIPTION**

### **Parcel I**

Lot 3A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7 A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

### **Parcel II**

Lot 4A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7 A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

# stewart title

## 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 EXTRACTIONAL 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:



Authorised Owners Signature

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



Frederick H. Eppinger  
President and CEO



Denise Carraux  
Secretary

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

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

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File No. 2022352  
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)  
Page 1 of 3



- (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 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**Parcel I**

Lot 3A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

**Parcel II**

Lot 4A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 2022352- Amended No. 2

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

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

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

General taxes for the year 2019, a lien in the amount of \$2,358.12, which are paid in full. (Parcel No. RPK042000003A)

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

**NOTE:** The following conveyances describing all or a part of the subject property have been recorded within the last 24 months:

Grant Deed from TBDBV, LLC(grantor) to Robert L. Van Fossan Jr. Trustee of the Robert L. Van Fossan Revocable Deed of Trust dated, December 12, 2013 and Mary D. Van Fossan, Trustee of the Mary D. Van Fossan Revocable Deed of Trust dated December 12, 2013 (grantee), recorded 08/14/2018 as Instrument No. 654127 and Correction Deed recorded 09/07/2018 as Instrument No. 654782

Grant Deed from TBDBV, LLC(grantor) to Hanggi Family Limited Partnership, an Idaho limited partnership (grantee), recorded 08/14/2018 as Instrument No. 654128

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

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## 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



## 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](mailto: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.

# Attachment C: Phased Development Agreement

<p><b>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</b></p> <p>City Clerk, City of Ketchum  PO Box 2315  Ketchum Idaho, 83340</p>	
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(Space Above Line For Recorder's Use)

**WESTCLIFF TOWNHOMES PHASED TOWNHOUSE SUBDIVISION AGREEMENT**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of the \_\_ day of \_\_\_\_\_ 2021, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Westcliff, LLC, an Idaho limited liability company ("Owner").

**RECITALS**

WHEREAS, Owner owns that certain real property located at 106 and 110 Rember Street, Ketchum, Idaho legally described as Bavarian Village Subdivision, Block 1, Lot 3B within the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has applied for a Preliminary Plat, creating Sublots 1-4 within the City of Ketchum ("Preliminary Plat Property") and requested an extension to complete certain improvements and City is agreeable to certain extensions to address Owner's request.

WHEREAS, Owner has applied to construct infrastructure improvements to City standards and assume private maintenance of the improved private driveway accessing Sublot 1 and water and sewer lines within the Preliminary Plat Property and City is agreeable to private maintenance of the improvements to address Owner's request.

**AGREEMENT**

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. *Owner.*

(1) *Water Service Lines Serving Sublots 1-4.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the

Preliminary Plat Property. The private line is from the point of the meter on Bird Drive and Rember Street and connecting to each unit.

(2) *Sewer Service lines Sublots 1-4.* Owner and all successors in interest are responsible for the installation, maintenance and repair and other costs associated with private sewer lines serving the Preliminary Plat Property. The private line is from the point of the meter on Bird Drive and Rember Street and connecting to each Unit.

(3) *Private Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving Sublot 1.

2. Construction and Completion Schedule.

- A. Prior to issuance of a Certificate of Occupancy for the first townhouse unit, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit A, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- B. By December 30, 2022 or prior to obtaining Certificate of Occupancy for the first townhouse unit, the following improvements as generally depicted on Exhibit A shall be completed and/or extended to each Sublot 1-4:
- (1) Dry utility services (power, IMG, cable, etc); and
  - (2) Bird Drive and Rember Street right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards shall be completed and installed to the satisfaction of the City Engineer. Completion of right of way improvements shall occur prior to Certificate of Occupancy is issued for the first townhouse unit.
  - (3) Water and sewer mains and services serving sublots 1-4.
- C. By December 30, 2022 or prior to issuance of a Certificate of Occupancy for either of the townhouse units on Sublot 1 or Sublot 2, the private driveway accessing Sublot 1 shall be installed.
- D. By December 31, 2023 all townhomes on Sublots 1-4 shall be completed as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- E. By February 1, 2024 the Final Plat for each townhouse unit shall be recorded.

3. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in 2A and B of this Agreement.
4. Sublot Releases. The City agrees to release individual Sublots for Final Plat approval by City Council provided a Certificate of Occupancy has been issued for each building should Owner comply with above recitals.
5. In Lieu Affordable Housing, Payments and Payment Schedule. Owner agrees to pay the \$156,128 in-lieu affordable housing fee at time of issuance of the building permit for the first townhouse unit.
7. Owners' Association Assumption of Responsibilities. Upon the recording of the final plat or the final Sublot (the forth Sublot), Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Westcliff Homeowner's Association, Inc.
8. General Provisions.
  - A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.
  - B. *Effective Date.* This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.
  - C. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner's authority to make and execute this Amendment.
  - D. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.
  - E. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

“CITY”:

CITY OF KETCHUM,  
an Idaho municipal corporation

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

“OWNER”:

WESTCLIFF LLC,  
an Idaho limited liability company

By: \_\_\_\_\_  
J. Evan Robertson, Managing Member

ATTEST:

\_\_\_\_\_  
Jade Riley, Acting City Clerk

***ACKNOWLEDGEMENT FOR CITY***

STATE OF IDAHO            )  
                                          ) ss.  
COUNTY OF BLAINE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

***ACKNOWLEDGEMENT FOR OWNER***

STATE OF \_\_\_\_\_ )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the Managing Member of 128 Saddle Road LLC, an Idaho limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

***ACKNOWLEDGEMENT FOR OWNER***

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the Managing Member of Bowry LLC, an Idaho limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_





## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20620 with Idaho Power for placement of underground power lines in the City Right-of-Way**

#### Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20620 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20620 with Idaho Power."**

The reasons for the recommendation are as follows:

- The encroachment is necessary to underground power distribution lines
- The encroachment will have no impact on pedestrian or public access
- The encroachment will not impact city infrastructure

#### Introduction and History

Idaho Power would like to install approximately 420 ft. of underground conduit and conductors within the City's Right-of-Way on Bald Mountain Road between Irene Street and Warm Springs Road. The proposed work will be a combination of underground boring at all pavement locations and trenching in gravel areas. The Water Department has confirmed there are no conflicts with placement of the proposed underground power lines along the north side of Bald Mountain Road. The encroachment request will facilitate undergrounding of approximately 340 ft. of overhead power lines.

#### Analysis

Engineering, Streets, the City Arborist, and the Water Department have reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachment was determined not to impact public access or maintenance.

#### Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 20620



## City of Ketchum

May 3, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20620 with Idaho Power for placement of underground power lines in the City Right-of-Way**

#### Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20620 and adopt the following motion:

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The reasons for the recommendation are as follows:

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- The encroachment will not impact city infrastructure

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#### Analysis

Engineering, Streets, the City Arborist, and the Water Department have reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachment was determined not to impact public access or maintenance.

#### Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 20620

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340**

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20620**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and \_\_\_\_\_, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

*RECITALS*

WHEREAS, Owner wishes to permit placement of underground electrical power lines in the public right-of-way along Bald Mountain Road. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install a power infrastructure identified in Exhibit "A" within the public right-of-way of Bald Mountain Road, until notified by Ketchum to remove the same.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the facilities, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed

under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

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

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

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in

the future ("Franchise Agreement"), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Neil Bradshaw  
 Its: Mayor

STATE OF \_\_\_\_\_, )  
 ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 Commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
 County of Blaine )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 Commission expires \_\_\_\_\_

**EXHIBIT "A"**

**JOINT USE ATTENTION REQUIRED!**

This work involves Joint Use facilities which may include transfers, new attachments and removals. When work is completed on your portion of the project, please provide name and work order number to one of the following:

Email; [JointUseDept@idahopower.com](mailto:JointUseDept@idahopower.com)  
Phone; 208-388-2886

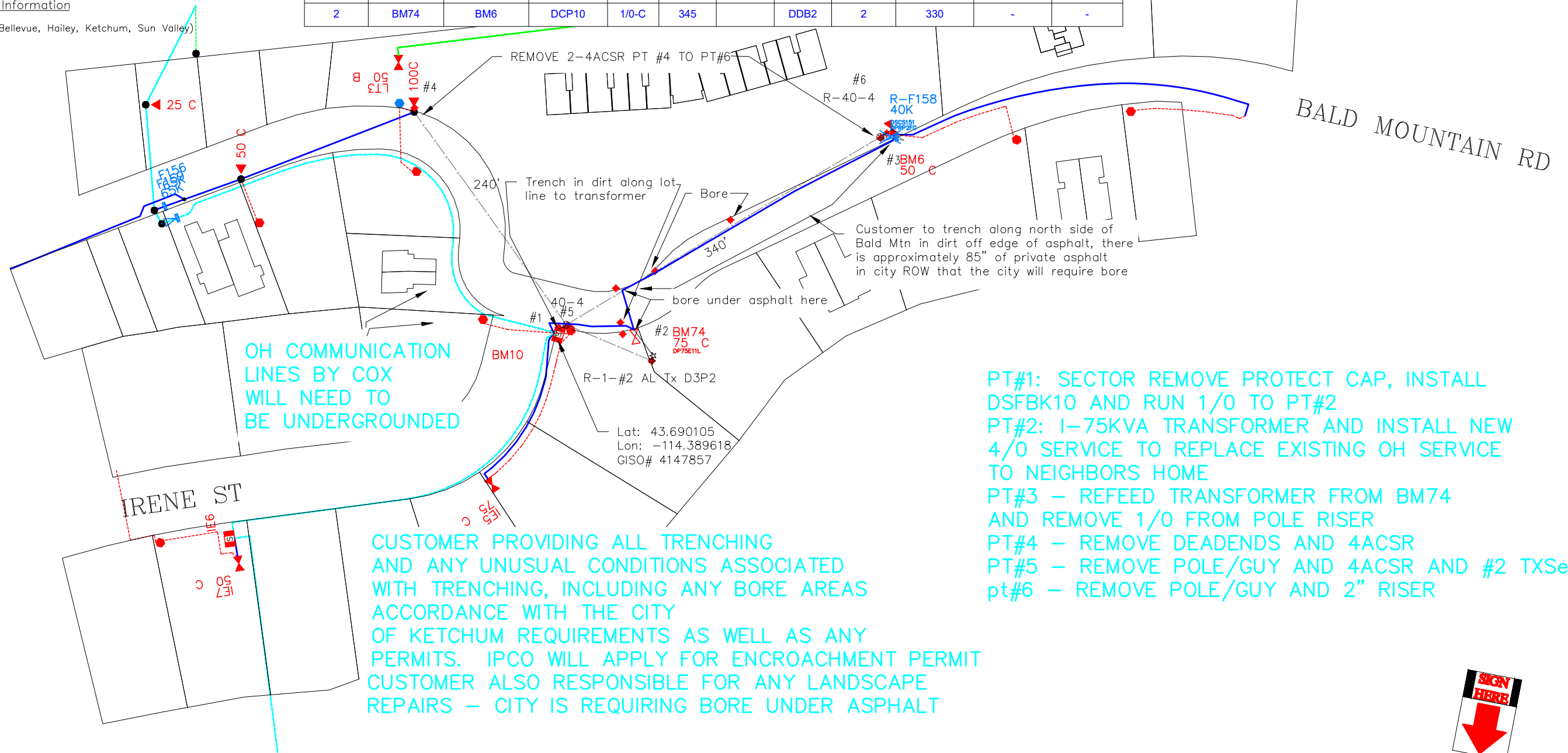
Company Contact Information

Cox Communications (Bellevue, Hailey, Ketchum, Sun Valley)  
Al Kennedy  
(208)471-0028



No Avian Protection Restriction

UNDERGROUND CABLE NOTES											
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	BM10	BM74	DCP10	1/0-C	105		DDB2	2	90	-	-
2	BM74	BM6	DCP10	1/0-C	345		DDB2	2	330	-	-



SWPP: Pending



Customer:

Date:

Job Title: **DARCI REIMUND - 162 IRENE ST/KET UPGRADE XFMR & SECONDARY**

Additional Description: **INSTALL TRANSFORMER FOR NEW HOME AND NEIGHBOR'S OH SERVICE**

Additional Description: **UG REMAINING PRIMARY OH LINE**

Feeder Map File Name: **KCHM1804**

Qua **1** Twn **04N** Rng **17E** Sec **11** BM

State **ID** County **Blaine**

Surveyed or GPS: **GPS**  
Joint Use Attachment: **YES**  
Pre-Built Date: **4/11/2021**  
Built as Designed: **----**  
Construction Date: **----**  
Operating Voltage: **7.2kV**



FDR By: **----**  
Date: **----**  
ArcFM By: **----**  
Date: **----**

Designer: **CLP8023**  
Design No: **0000148249**  
Work Order No: **27573621**



## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Lease #20629 for 131 East River Street**

#### Recommendation and Summary

Staff requests City Council authorize the Mayor to sign Lease #20629 between the City of Ketchum and new Senior Planner Morgan Landers.

**"I move to authorize the Mayor to sign Lease #20629 between the City of Ketchum and Morgan Landers and Brian Eggleton.**

The reasons for the recommendation are as follows:

- 131 East River Street, adjacent to Forest Service Park, was recently freshened up with paint and new appliances.
- Morgan Landers has been hired as a Senior Planner in the Planning and Building Department and needs temporary housing while she and her family find permanent housing.
- In order to expedite her start date, the city offered temporary housing.

#### Introduction and History:

Morgan Landers has accepted the position of Senior Planner with the City of Ketchum. Morgan currently works for Eagle County in Colorado and she and her husband Brian, live in Minturn Colorado. They will move to the area and are aware of housing situation in Blaine County. In order to expedite her start date with Ketchum, the City has offered temporary housing while they secure permanent housing.

The term of the lease is until July 31 with the potential for a 30-day extension.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Impact

The City will collect \$750 a month in rent.





## City of Ketchum

### Lease Agreement # 20629

This lease agreement (the "Agreement") is made and entered into effective to May 20, 2021 (the "Effective Date") by and between the City of Ketchum (the "Landlord") and Morgan Landers and Brian Eggleton (the "Tenants").

Subject to the terms and conditions stated below the parties agree as follows:

1. **PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the following: 131 East River Street, Ketchum, Idaho 83340 (the "Premises").
2. **TERM.** The lease term will begin on May 20, 2021 ("Commencement Date") and will terminate on July 31, 2021. Landlord will grant up to a 30-day extension to August 31, 2021 on request by the Tenants.

Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by law, or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law.

3. **MANAGEMENT.** The Tenant is hereby notified that the Landlord is the property manager in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact Lisa Enourato at 208-726-7803.
4. **RENT.** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

Tenant shall pay to Landlord a rent payment of \$750, payable on the first day of each calendar month. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of \$15, plus \$5 for each day thereafter until all rent, late fees and charges due are paid in full Lease payments shall be made to Landlord at the address of Landlord noted in the Notices provision of this Lease which may be changed from time to time by Landlord.

Rent shall be paid via check payable to:

City of Ketchum  
POB 2315  
Ketchum, ID 83340

If any payment is returned for non-sufficient funds or because Tenant stops payments, Landlord may, in writing, require Tenant to pay Rent in cash.

5. **SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord security deposit of \$500 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

6. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
7. **USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

8. **OCCUPANTS.** No more than two adults and one dog may reside on the Premises unless prior written consent of the Landlord is obtained.

This Lease and occupancy of the Premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

Morgan Landers  
Brian Eggleton

Tenant may have guests on the Premises for not over 3 consecutive days and no more than two guests per bedroom at any one time. Persons staying more than 3 consecutive days shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 3 consecutive days.

9. **FURNISHINGS.** The following furnishings or appliances will be provided by Landlord:

- a. Refrigerator
- b. Range
- c. Range Hood
- d. Wood Burning Stove
- e. Bed
- f. Sofa
- g. Coffee Table

Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

10. **DAMAGES.** Any damages to any Landlord provided items of property located in or on the Premises will result in a reasonable charge, determined by Landlord, to the Tenant.

11. **KEYS.** Tenant will be given two key(s) to the Premises. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.
12. **SMOKING.** Smoking is prohibited in any area in or on the Premises and on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and service persons. The Tenant will be liable for any damages caused to the Premises or Property due to Tenant or Tenant's visitors or guests smoking in the Premises or on the Property. Any violation of this policy will be seen as a breach of this contract and Landlord will be entitled to all remedies allowable by law including eviction.
13. **ANIMALS.** Lessee is permitted one dog on the premises.
14. **STORAGE.** No additional storage space outside the Premises is provided or authorized by this Lease. Tenant shall not store any property in any area outside of the rented Premises at any time.
15. **PARKING.** This Lease provides for parking on the Premises as available. Should the Landlord need to provide parking for vehicles for which the parking area is intended, Tenant will be notified when arrangements have been made.
16. **MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability. Lessee shall be responsible for keeping the leased premises in clean and sanitary condition, including but not limited to, lawn mowing and plant care, and a thorough regular cleaning of the carpets, floors, drapes, walls, bathrooms, kitchen, and windows. Lessee will remove snow and ice in accordance with any applicable city or county ordinances.
17. **UTILITIES AND SERVICES.** Landlord shall be responsible for the following utilities and services in connection with the Premises:
  - a. Electricity
  - b. Water and Sewer
  - c. Gas
  - d. Heating
  - e. Garbage and Trash Disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- a. Telephone Service
  - b. Cable
  - c. Internet
18. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds or under a stop payment. In addition, a check returned due to insufficient funds or stop payment will be subject to any and all Late Payments provisions included in this lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check.

19. **DEFAULT.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within five days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease, including reasonable attorney's fees. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
20. **HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes to that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.
21. **HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this lease.
22. **RENTERS' INSURANCE.** Since Landlord's insurance **DOES NOT** cover Lessee or Lessee's property, or Lessee's negligent actions or inactions for any reason, Lessee agrees to purchase a comprehensive Renter's Insurance Policy, against all perils, including, but not limited to, insurance on personal property and property of other persons for protection of loss due to, or caused by, negligence, theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, acts of God, malfunction of furniture and equipment and fixtures, flooding, leakage, steam, smoke, snow or ice, by or from running water, backing up of drainage pipes, seepage or the overflow of water or sewage on the premises, or from any other peril. Said policy shall include general liability coverage in the minimum amount of \$30,000.00 naming the Landlord as an additional insured and loss payee. A copy of the policy shall be delivered to Landlord prior to move-in. With respect to any renewal policy, a true copy of the original policy shall be furnished to the Landlord by Lessee not less than ten (10) days prior to the expiration date of the then existing policy. Lessee understands that no part of Lessee's monthly rent payment is allocated to Landlord's insurance coverage or premiums and therefore, Lessee has no claim on Landlord's insurance coverage for any loss, nor can Lessee make any claim that Lessee has any rights whatsoever regarding Landlord's insurance coverage. Lessee understands that for any loss to the property that was a result of Lessee's actions or inactions that Landlord will seek payment from Lessee's insurance policy first, before seeking payment from its own policy.
23. **DRUG FREE PROPERTY.** Lessee, Lessee's family and Lessee's visitors or guests shall not possess, consume, manufacture or sell any illicit drug on the leased premises. Violation of this lease provision is grounds for immediate termination of the lease without notice. Lessee agrees that Lessor shall have the right to report evidence of drug-related activity to local law enforcement, and that the reporting of drug-related activity and the subsequent work of law enforcement shall not constitute interference with the Lessee's quiet use and enjoyment of the property.

24. **CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
25. **REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures and shall restore the Premises to substantially the same condition that existed at the commencement of this lease.
26. **ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continue to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, landlord may enter the Premises without Tenant's consent.
27. **INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.
28. **ACCOMMODATION.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.
29. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord.
30. **COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
31. **MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kinds of lien on the Premises and the filing of this Lease constitutes notice

that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

- 32. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage, or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.
  
- 33. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD: City of Ketchum  
POB 2315  
480 East Ave., N.  
Ketchum, ID 83340

TENANT: Morgan Landers and Brian Eggleton  
PO Box 1271  
Minturn, CO 81645

Such addresses will be changed by Tenant after occupancy and may change from time to time by either party by providing notice as set forth above.

- 34. **WAIVER OF RIGHTS AND TERMS.** Any failure by Lessor to enforce the terms of this agreement shall not constitute a waiver of said terms by Lessor. Lessor's acceptance of any portion of rent due before or after any default shall not be construed to remedy any default or waive any right of Lessor to affect any notice or legal action previously given or commenced.
  
- 35. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Idaho.
  
- 36. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
  
- 37. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

38. **BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:  
City of Ketchum

TENANT:  
Morgan Landers and Brian Eggleton

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Lisa Enourato  
Interim City Clerk



## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Independent Contractor Agreement #20638 with Nested Strategies**

#### Recommendation and Summary

Staff is recommending the City Council approve Independent Contractor Agreement #20638 with Nested Strategies for services associated with the city's capital campaign to acquire Warm Springs Ranch.

**"I move to approve Contractor Agreement 20638 with Nested Strategies for a capital campaign to acquire donations for the purchase of Warm Springs Ranch."**

The reasons for the recommendation are as follows:

- The city intends to acquire Warm Springs Ranch at the purchase price of \$9M primarily through private funds
- Due to the purchase agreement's short time frame and the lack of city resources and experience, an outside professional contractor is needed to organize a capital campaign.

#### Introduction and History

On April 19, 2021, the city entered into a purchase agreement with Bob Brennan to acquire 65 acres of Warm Springs Ranch and plans to purchase the land with donations. The purchase agreement allows the city 6 months to acquire half of the funds and then an additional 6 months to acquire the balance. This is a very short time frame, and the city does not have the internal resources or experience to run a capital campaign. The most efficient way to gain the funds to purchase the property is to work with an experienced capital campaign contractor. The city has been communicating with the Spur Foundation to act as the fiduciary agent for the donations.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Impact

This contract will be funded from unallocated general fund revenues in the current fiscal year.

Attachment:

1. Independent Contractor Agreement #20638



## INDEPENDENT CONTRACTOR AGREEMENT 20638

THIS AGREEMENT made and entered into this 18<sup>th</sup> day of May, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as “Ketchum”) and NESTED STRATEGIES.

### FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Nested Strategies will provide services to the City of Ketchum consistent with the services identified in Attachment A associated with the city’s capital campaign to acquire Warm Springs Ranch.
3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
4. Ketchum has appropriated funds for project coordination of the capital campaign to NESTED STRATEGIES in the amount of \$24,000.
5. NESTED STRATEGIES desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. SERVICES RECEIVED.** NESTED STRATEGIES agrees to provide those services described in Attachment A, as an independent contractor. NESTED STRATEGIES shall be responsible for all associated taxes, workers compensation and other related expenses.
- 2. TERM.** The term of this Agreement shall commence on May 18, 2021 and shall terminate on the 30<sup>th</sup> day of October, 2021 with an option to extend the contract for an additional six months.
- 3. CONSIDERATION.** In consideration for providing the services as herein provided, Ketchum agrees to pay NESTED STRATEGIES \$4,000 monthly at an hourly billable rate of \$125.00. Payments will be payable within 45 days of submittal of the invoice to the city. The invoice requesting payment shall itemize the specific service provided as identified in Attachment A.
- 4. REPORTING.** With each invoice, NESTED STRATEGIES will itemize the services performed, hours associated with the service and the cost for service.
- 5. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator  
City of Ketchum  
Post Office Box 2315  
Ketchum, ID 83340

Carter Cox  
NESTED STRATEGIES  
214 W. Croy Street  
Hailey, ID 83333

**6. EQUAL EMPLOYMENT OPPORTUNITY.** NESTED STRATEGIES covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

**7. TERMINATION.** Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event NESTED STRATEGIES refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to NESTED STRATEGIES. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if NESTED STRATEGIES is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

**8. NONASSIGNMENT.** This Agreement, in whole or in part, shall not be assigned or transferred by NESTED STRATEGIES to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

**9. HOLD HARMLESS AGREEMENT.** Any contractual obligation entered into or assumed by NESTED STRATEGIES or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of NESTED STRATEGIES' obligations pursuant to this Agreement shall be the sole responsibility of NESTED STRATEGIES, and NESTED STRATEGIES covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of NESTED STRATEGIES' activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

**11. SUCCESSION.** This Agreement shall be binding upon all successors in interest of either party hereto.

**12. LAW OF IDAHO.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

NESTED STRATEGIES

CITY OF KETCHUM

By

By

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Carter Cox  
Founding Principal

Neil Bradshaw  
Mayor

ATTEST:

By

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Lisa Enourato  
Interim City Clerk



April 30, 2021

Mayor Bradshaw and City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

Dear Mayor Bradshaw and City of Ketchum,

I enjoyed visiting with you yesterday and learning more about the vision and opportunity for Warm Springs Ranch. I am honored to submit a proposal for a Campaign Planning Study and to support campaign fundraising efforts.

Our philanthropy services are designed to meet clients' specific and unique needs. We help clients identify opportunities to strengthen organizational capacity to achieve their goals. Cultivating and implementing the systems that make this fundraising effort consistent and sustainable are paramount to our work. Our process promotes transparency, engagement, and utilizing tools that will provide successful stewardship, cultivation, and fundraising for annual, capital, and major donor campaigns. We believe in being intentional, collaborative, and donor focused.

Our approach to working with clients is a confluence of authentic communication skills and systems management that encourages listening, creative problem solving, and builds confidence for all members of your team.

Through our Planning Study process, we help organizations plan for a successful campaign rather than simply inform the board about the feasibility of a campaign. A Planning Study is designed to engage stakeholders in the planning, creation, and implementation of a comprehensive fundraising campaign. The Need Statement will outline your history, the opportunity that you are considering and your estimated cost aspects of what the campaign will fund.

A Planning Study process illuminates the strengths and challenges of the proposed plan and identifies donor and leadership prospects for the campaign. It will also guide the project's leadership and city staff in understanding financial potential, outline a recommended strategic approach and define the steps required to achieve your goals in a comprehensive fundraising campaign. The Planning Study interviews are a valuable cultivation tool for lead and major gift donor prospects. The outcomes often help to identify and hone key messaging that resonates most with donors.

We will provide fundraising training and strategic support throughout our work together. When you are ready to begin the quiet phase of the capacity campaign, there will be a group of volunteers and staff with the skills and confidence to move forward on a larger fundraising campaign.

We are an efficient, creative, and nimble team. We are proudly bound by the code of ethics of the Association of Fundraising Professionals. We are committed to working with diligence and integrity as we help the City of Ketchum's team meet and fund your objectives.

I look forward to speaking with you further about this exciting project. Please contact me at 502.298.4131 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Carter Cox".

Carter Cox, Principal Philanthropy Advisor



### **Carter Cox, Founding Principal**

Carter Cox is originally from Louisville, Kentucky and moved to Hailey, Idaho in 2019 after living in Jackson, Wyoming for seven years. During her time in Jackson, Carter worked for Slow Food in the Tetons as Director of Operations and volunteered as a board member, also serving in staff roles at the National Museum of Wildlife Art and the Jackson Hole Conservation Alliance. With a background in nonprofit management, philanthropy and leadership development, Carter enjoys working both with nonprofits and families to maximize community-based impact through philanthropic giving. Carter is particularly passionate about food systems, community resilience, and climate change mitigation. She enjoys anything active outdoors when not working or volunteering. Carter serves on the board of The Hunger Coalition, an organization building community through food and is part of the Wood River Women's Foundation.

**We** work with organizations in the context of capital campaign planning and implementation, strategic planning, organizational capacity building, community outreach and leadership training. A select list of clients includes the following:

#### **Sun Valley Institute for Resilience, Hailey, ID August 2020 – Present**

Provide major gift fundraising, communications, and marketing consulting services, training, and strategic support to staff. Contact: Ms. Lexie Praggastis (208) 270-2770

#### **The Sage School, Hailey, ID November 2019 – present**

Provide campaign counsel and major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff. Contact: Mr. Harry Weekes, Founder and Head of School (208) 788-0120

#### **Aspen Chapel, Aspen, CO October 2018 - present**

Provide major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff.

Contact: Reverend Nicholas Vesey, Spiritual Leader (970) 355-4243

#### **The Traveling School, Bozeman, MT August – December 2018 and January 2021- present**

Provided major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff. Contact: Laura Brin, Development Director (406) 586-3096

#### **The Argyros February – December 2020**

Provide strategic guidance on database set-up, management, and development of major gift program to complete capital campaign and build-out annual major gift fundraising efforts. Contact: Margaret Hamamoto, Marketing and Development Director (808) 343-2377

#### **Teton Raptor Center, Wilson, WY November 2019 – February 2020**

Provide major gift fundraising consulting services and philanthropy training to staff, board, and volunteers to implement the \$10 million Capital Campaign to update the TRC facility and historic preservation of the Hardeman Barn. Contact: Ms. Amy McCarthy, Executive Director (307) 690-8514

Carter Cox of Nested Strategies will work with the Mayor and staff of the City of Ketchum to support and accomplish the following:

- 1) **Conduct a Planning Study to assess the following factors that are critical to the success of a comprehensive campaign:**
  1. Vision for the Future
  2. Compelling Need Statement
  3. Qualified Prospects
  4. Volunteer Leadership
  5. Staff Leadership and Internal Resources

During the course of the Study, we will cover the following:

- Identify and review major gift donor community perceptions;
- Analyze financial goals;
- Identify possible naming opportunities, if appropriate;
- Recommend the amount that the Ketchum can expect to raise for this project;
- Outline recommended campaign timing, leadership, volunteers, and potential funding sources;
- Define recommended campaign strategies, activities, timeline, marketing materials and any additional resources required to ensure campaign success;
- Identify comparable or competing campaigns at other regional organizations;
- Key issues to be resolved before a campaign can be initiated;
- Suggested campaign timeline and budget;
- Determine constituent understanding of the importance of the proposed strategies;
- Assess and plan for organizational infrastructure and capacity to concurrently manage the comprehensive campaign and the annual fund.

- 2) **Support the completion of the Warm Springs Ranch Comprehensive Campaign**
  - a) Provide “Keys to Fundraising Success” Training as appropriate;
  - b) Provide counsel and support to conduct a Comprehensive Campaign;
  - c) Work with City of Ketchum staff to develop Comprehensive Campaign case for support and supporting talking points;
  - d) Work with staff to develop an updated visual Case Statement and supporting documents;
  - e) Support the development of a general Case Statement video, if needed;
  - f) Brief volunteers and core team for at least 20 lead and major gift donor visits and solicitations;
  - g) Debrief all major gift donor solicitations with relevant teams;
  - h) Provide strategic support to close pending gifts;
  - i) Assist in managing a major gift pipeline;
  - j) Research potential campaign donors;
  - k) Assist with donor thank you protocols and follow up;
  - l) Support the major donor prospect identification, review, tracking and reporting processes.

## Planning Study Process

We will interview 20 – 30 current and prospective donors, with a focus on lead and major gift prospects that understand the work of the City of Ketchum and the Warm Springs Ranch project. We will prioritize those most likely to support the proposed campaign financial and/or as key partners. Confidential interviews in a private setting are the priority and interviews may be in person or via phone/video depending on comfort level while the pandemic still poses health threats. In some cases, City of Ketchum staff may be asked to join for the interviews to assist in detailed discussion of the project.

Interview questions will be adapted specific to the City of Ketchum and the project. Questions include the following:

1. How do you perceive the City of Ketchum's image?
2. Do you understand the City of Ketchum's need to raise funds as described in the Need Statement?
3. Describe the strengths and challenges of the plan and objectives.
4. Do you believe the fundraising goal for Warm Springs Ranch is attainable?
5. Where would this project fit into your philanthropic priorities?
6. Will you personally consider making a gift in support of the objectives identified?
  - a. If so, at what level would you make a gift?
  - b. If not, why?
  - c. Would you consider a planned/estate gift to the Warm Spring Ranch project?
7. How would you describe the fundraising ability of the City of Ketchum's leadership? (*This can be adapted based on involvement of a fiscal sponsor*)
8. Who do you think is the best volunteer to lead this campaign?
9. Will you consider assisting the City of Ketchum as a volunteer in this campaign?
10. How would you describe the fundraising ability of Ketchum's Mayor? (If appropriate)
11. Do you believe that the community will be receptive to this campaign?
12. How well does the City of Ketchum communicate with the community?
13. Do you believe the City of Ketchum should proceed with plans for a comprehensive campaign in support of the objectives identified in the Need Statement?

## Planning Study Report

The Planning Study Report includes the quantitative data results, every comment (unattributed to the interviewees) and a thorough qualitative analysis of the findings. The Report also includes an Executive Summary, Significant Issues and Recommendations for Campaign Next Steps. The deliverables of the Planning Study will be presented in the following two formats:

Initial: An initial discussion of the draft of the Planning Study Report will be conducted with a small group of internal staff and committee leadership chosen by the City of Ketchum. Data, findings, and recommendations will be discussed, and all concerns and opportunities will be addressed. Nested Strategies will assist the City of Ketchum in understanding their capacity to successfully achieve the campaign goal.

Final: The formal presentation of the final version of the Planning Study Report is conducted as a planning session that includes a presentation and explanation of the Planning Study results along with recommended strategic steps for moving forward with the proposed campaign. An Executive Summary will also be created to distribute to Planning Study Participants. At the conclusion of this presentation, the City of Ketchum will have the information needed to make informed and strategic decisions about the next steps of the campaign. Nested Strategies will continue with the scope to provide Philanthropy Counsel unless the City of Ketchum elects to halt efforts for a fundraising campaign.

### Nested Strategies' Responsibilities:

In the implementation of the services described above, Nested Strategies will be responsible for the following:

- a) Review and support the development of the Need Statement;
- b) Assist in the development of all relevant Planning Study correspondence;
- c) Assist in the identification and prioritization of Planning Study interview participants;

- d) Assist in the interview scheduling process;
- e) Conduct Planning Study interviews;
- f) Support the gathering of confidential on-line surveys with key stakeholders;
- g) Prepare and present comprehensive reports of findings and recommendations;
- h) Support donor prospect identification, review, tracking and reporting processes;
- i) Prepare volunteers for at least 5 Annual Fund major gift donor visits and solicitations;
- j) Brief and Debrief at least 5 Annual Fund major gift donor solicitations with relevant teams;
- k) Assist with an Annual Fund donor cultivation plan.

City of Ketchum Responsibilities:

To implement these services Ketchum leadership will be responsible for the following:

- a) Support qualified staff members and identify volunteers to lead and support the implementation of this campaign;
- b) Create Planning Study materials with Nested Strategies' support;
- c) Manage communication with all interview participants;
- d) Support any committee work;
- e) Coordinate all Planning Study and campaign marketing efforts;
- f) Lead the development of the Warm Springs Ranch Need Statement;
- g) Lead the development of a comprehensive list of interview participants;
- h) Lead the development, production and distribution of all Planning Study correspondence;
- i) Conduct necessary phone calls to schedule meetings and appointments including interviews;
- j) Assign staff to support all Planning Study services implementation;
- k) Coordinate all campaign marketing efforts.

**Proposed Schedule and Pricing - 6 months**

May 2021 - \$4,000	32 hours: Review all materials relevant to the project, present to staff leadership and partners on Planning Study process, assist with Planning Study interview planning, conduct internal workshop to clarify campaign goals and Need Statement development, identify connectors within partner/stakeholder group.
June 2021- \$4,000	32 hours: Prepare for Planning Study; finalize Need Statement; Conduct Planning Study interviews and relevant meetings; support major donor strategy development and solicitations, brief and debrief asks.
July 2021- \$4,000	32 hours: Compile and analyze initial Planning Study findings; write Draft Planning Study Report. Support major donor strategy development and solicitations, brief and debrief asks.
August 2021 - \$4,000	32 hours: Present draft Planning Study report and next step recommendations to leadership team and core committee. Present final Planning Study results to staff leadership and key partners; support Quiet Phase Major Gift solicitations, brief and debrief asks.



Pending a decision to continue with a full fundraising campaign:

September 2021- \$4,000      32 hours: work with City of Ketchum to develop full campaign materials; support leadership in hosting community gatherings and/or workshops related to the campaign; support Quiet Phase Major Gift solicitations, brief and debrief asks; provide strategic support to close pending gifts; assist in managing a major gift pipeline; assist with donor thank you protocols and follow up.

October 2021 - \$4,000      32 hours: work with City of Ketchum to develop full campaign materials; support leadership in hosting community gatherings and/or workshops related to the campaign; support Quiet Phase Major Gift solicitations, brief and debrief asks; provide strategic support to close pending gifts; assist in managing a major gift pipeline; assist with donor thank you protocols and follow up.

Scope Cost:                      \$24,000

The flow of hours within this proposal can shift throughout the process can based on need. To honor the fluid nature of the work, hours are tracked throughout the scope and can be balanced from month to month as approved by the City of Ketchum. If the City of Ketchum moves forward with a campaign, there is an option to extend the scope for additional 6 months.



## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Staff is recommending the council to contract with DC Engineering for preliminary engineering to provide back up power to our Water Operations Building.

I move the council authorize the mayor to sign contract # 20624 with DC Engineering for preliminary design work to provide backup power to our Water Operations Building at a not to exceed price of \$9,500.00

The reasons for the recommendation are as follows:

- **Without backup power to our operations building our response time in the event of a power outage will be impacted.**
- **In case of an extended power outage, we have no heat in our building and damage to our radiant heating could occur.**

### Introduction and History

The Water Operations Building was built in 2001. At that time, we had a natural gas fired boiler. In the spring of this year an electric boiler was installed. While the boiler works fine, in the event of an extended outage, it puts our building in possible jeopardy if our radiant heating were to freeze.

### Analysis

While the risk of such damage is probably small, backup power will allow us to put our service fleet on the street quickly. If for example there was an earthquake and power was disrupted, we would have to manually open and reclose our garage bay doors. This could also allow us to move our SCADA computerized well control system into our operations building from the Warm Springs wellhouse.

### Sustainability

The recommended action will further the goals of the 2020 Ketchum Sustainability Action Plan in the following ways:

- Provide redundant power in event of a power failure
- It will examine alternative feasible alternatives
- Provide cost estimate (opinion of probable cost) and preliminary schedule for the future design, bidding, and construction of the recommended alternative.

### Financial Impact

This is a budgeted item identified in the Water Division CIP.

Attachments:

Proposal from DC Engineering

Respectfully submitted

Pat Cooley Water Supervisor



## Proposal Agreement to Perform Engineering Services for City of Ketchum

**Proposal Date:** May 7, 2021

**Project Name:** Water Building/Shop Standby  
Power Evaluation

**Services Performed For:**

City of Ketchum  
P.O. Box 2315  
110 River Ranch Road  
Ketchum, ID 83340

Thank you for considering DC Engineering to serve you on the Water Building/Shop Standby Power Evaluation project. We very much appreciate the opportunity to work with you and your team on this project.

This proposal is effective as of 5/7/2021, and is entered into by and between DC Engineering and Client (City of Ketchum), and is subject to the terms and conditions specified below and in Exhibit A.

### Project Description

The Client's Water Department building is located at the wastewater treatment plant, but is not connected to the wastewater treatment plant electrical infrastructure. The Water Department building has its own Idaho Power transformer (50-kVA), a 300-amp metered electrical service to panelboard (Panel OI), and is heated with an electric boiler. The building does not have a standby power source in the event of an Idaho Power electrical outage. Although an Idaho Power electrical outage does not create life safety issues, health hazards, or hamper rescue and fire-fighting operations at the building (i.e. underlying considerations for National Electrical Code defined "Emergency Systems" or "Legally Required Standby Systems"), it does hamper Water Utilities Department operational efficiency, creates process interruptions, and can cause freezing problems in the winter (i.e. underlying considerations for National Electrical Code defined "Optional Standby System").

### Scope of Basic Services

Electrical Engineering - Develop a preliminary engineering report (PER) that describes the project need for the project, alternatives evaluated, a recommended alternative based on Client-defined alternative selection criteria (i.e. critical success factors), and proposed course of action.

The PER outline will generally be as follows:

- Description of existing facilities
- Description of the problem being addressed
- Identification of two feasible alternatives (engine-generator and solar) to address the problem.
- Summary and comparison of alternatives
- Recommended alternative and basis of selection
- Opinion of probable construction cost and preliminary schedule for the future design, bidding, and construction of the recommended alternative.



## Assumptions

We have made the following assumptions while preparing this scope of services and fee estimate:

- PER standby power source alternatives assumed to be “Optional Standby Systems” per the NEC.
- As-build drawings will be readily available from the Client to help understand electrical requirements and general physical space requirements.
- Client stakeholders will participate in a 1 to 2-hour workshop via conference call with DC Engineering to:
  - Identify any local considerations or policies (i.e. political, economic, social, technological, future facility plans, etc.) that factor into the problem being addressed.
  - Help establish an alternative selection criteria framework that may include both economic and non-economic factors (i.e. operational risks, reliability, life-cycle costs, regulations/codes, etc.) and will be used in the PER as a basis to develop and evaluate alternatives.
- Client assigned stakeholders will remain consistent throughout the project to maintain consistency and continuity, and will provide PER reviews in a timely manner to maintain project schedule.
- Given the conceptual level of the alternative evaluation, the cost opinion includes contingencies and markups for each evaluation. Costs may be supplemented with vendor quotes and similar cost estimating information, and will incorporate capital and annual operation and maintenance costs where appropriate.
- One project site visit to the City of Ketchum is anticipated.
- Includes brief overview of Idaho Power requirements and tariffs, but does not include net present value financial analysis associated with construction costs, potential energy savings, and ongoing operational costs. Nor does it include costs and administrative efforts for Idaho Power required solar generation interconnect request.
- Assumes a total of 52 hours and \$250 expense to complete.
- Scope does not include project design, bidding, and construction services. These services can be added at a later date as an additional service subsequent to Client selection of their preferred alternative.

## Schedule

The PER could be completed within approximately 18 weeks. This assumes the above-listed coordination items can be completed approximately 3 weeks prior to the final submittal date. Schedules set outside this range could impact total fees and will be addressed as needed. Our availability to start work on this project could be as early as the week we receive written notice to proceed.

## Deliverables

It is anticipated DC Engineering will provide one draft PER for Client review and comment, and will subsequently address and/or incorporate review comments prior to issuing a final PER.

## Liability

In recognition to the relative risks and benefits of the project to both City of Ketchum and DC Engineering, we propose to limit our liability (as a business entity or individuals) to the value of the consulting fee received by DC Engineering. DC Engineering shall be responsible to maintain such errors and omissions insurance. DC Engineering shall be responsible to a level of competency for professional engineering services presently maintained by other practicing professional Consultants performing similar work in the state where the project is located.

DC Engineering is offering the above-mentioned professional engineering services to the client for the project specified and its obligations to the client and to the project shall be limited to the engineering disciplines listed without any other responsibilities or obligations. While making efforts to work within client communicated

budget guidelines, DC Engineering is not a fiduciary, financial analyst, economist, estimator, or contractor and as such shall not be responsible for project budgets and pricing, or for project funding and financial performance.

**Usage of Documents**

The documents prepared by DC Engineering shall remain the property of DC Engineering and shall not be used in whole or part for any other project without written consent of DC Engineering.

**Compensation**

We propose to provide these services for this project on a time and expense basis, not to exceed (NTE) \$9,500. Billing will be only for actual effort expended on project. Effort will not exceed the NTE amount without prior agreement with City of Ketchum.

Reimbursable costs, if any, will be billed separately, in addition to the fees listed above. Reimbursable costs may include (but not be limited to) lodging, meals, airfare, car rental, fuel, reproduction costs, etc. and will include a 10% mark up to allow for administration work associated with the expense.

**Additional Services**

Additional services will include, but are not limited to, the follow situations:

- Changes to the scope of basic services or differing conditions from the noted assumptions.
- Making major revisions to documents when such revisions constitute a departure from the identified problem or the alternative selection criteria framework.
- Serving as a Consultant and/or preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding for this project.
- Providing any other services not otherwise included in the agreement or not customarily furnished in accordance with generally accepted engineering practices.

Should additional services be required, they will be billed at DC Engineering’s current standard rate of compensation for time and materials **at the time of the request** for additional services. Current billing rates as of the date of this proposal are as follows:

Item Description	Per Hour
Principal Engineer, PE	\$130-\$210
Professional Engineer, PE	\$125-180
Engineer	\$90-125
Engineer EIT	\$90
Project Manager	\$90-150
Programmer/System Integrator	\$95-180
Commissioning Agent	\$95-150
Designer	\$85-115



Item Description	Per Hour
Modeling	\$85-105
Drafting	\$75-85
Intern	\$45
Administration	\$45-85

Reimbursable expenses, if any, will be billed at cost plus 10 percent.

**Payment**

Standard payment terms are 45 days after invoice date. Where DC Engineering has agreed to extend terms and receive payment from Client upon Client’s receipt of payment from the Owner, DC Engineering will be paid within 10 days of date Client receives payment from Owner, subject to maximum terms of Net 120 days. Non-payment by Owner does not relieve Client of responsibility of payment in whole to DC engineering for work performed under this contract.

Invoices will be sent to the Client monthly, based upon project milestones and must be paid prior to additional effort/hours being invested into the project. Any invoice not paid within terms is subject to interest at the rate of (12) percent per annum compounded monthly. Non-payment by the Client may constitute a breach of contract, and all work can be stopped on the project. Any unbilled time already accrued to the project will be invoiced and all outstanding amounts must be paid before resumption of work on the project.

Payments can be made electronically (preferred) or by check.

We have a preference for ACH:  
 First Interstate Bank  
 Routing: 092901683  
 Account: 352721  
 With payment advice to:  
 invoices@dcengineering.net

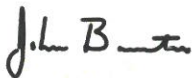
Checks made payable to:  
 DC Engineering, Inc  
 440 E Corporate Dr #103  
 Meridian, ID 83642  
 Invoices@dcengineering.net  
 82-0507522 (S-Corp)

This proposal is valid for a period of thirty days from date of issue. If you have any questions, or require additional information, please do not hesitate to ask.

Thank you again for your consideration, we are pleased to serve you on this project.

Sincerely,

APPROVED



John Barrutia, P.E.

DC Engineering, Inc

\_\_\_\_\_  
 Name, Title

\_\_\_\_\_  
 Date



1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. DC Engineering is offering the above-mentioned professional engineering services to the client for the project specified and its obligations to the client and to the project shall be limited to the engineering disciplines listed without any other responsibilities or obligations.
2. **DOCUMENTS** – All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service. Consultant assigns ownership including copyright to the Client upon payment for services rendered except Consultant retains copyright in its standard systems, sections, details and specifications. Consultant grants Client a license to use Consultant's standard systems, sections, details and specifications but only for this Project. Use of the instruments of service without engagement of the Consultant by Client shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such use by Client or by others acting through Client.
3. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
4. **STANDARD OF CARE** – The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The Consultant shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.
5. **COST OF THE WORK** – When negotiated as part of its work, Consultant will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work. While making efforts to work within client communicated budget guidelines, Consultant is not a fiduciary, financial analyst, economist, estimator, or contractor and as such shall not be responsible for project budgets and pricing, or for project funding and financial performance.
6. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by Consultant. The Client shall remain liable for, and shall promptly pay Consultant for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf. Client shall pay Consultant pursuant to the rates and charges set forth in the Proposal. Consultant will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within noted time, Consultant may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
7. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if Consultant's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, pandemic, epidemic, viral outbreak, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal. If the consultant elects to suspend services, the consultant shall give seven (7) days written notice to client before suspending services.
8. **LIABILITY** – The total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and Consultants to Client and anyone claiming by, through or under Client, for injuries, claims, losses, expenses, or damages whatsoever arising out of Consultant's services, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of           \$10,000           whichever is greater.
9. **INDEMNITY** - The Consultant shall indemnify and hold the Client and the Client's officers and employees harmless, but not defend, from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Agreement. The Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.
10. **MISCELLANEOUS**
- Governing Law:** The laws of the state in which the Consultant office executing this Agreement is located shall govern the validity and interpretation of this Agreement.
- Dispute Resolution:** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.
- Consultant Reliance:** Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- Betterment:** If any item or component of the Project is required due to omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Client if the omitted item or component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by the Client and shall not be a basis of claim against the Consultant. It is intended by this provision that the Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.
- Certifications:** Consultant shall not be required to sign any documents that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.
- Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant.
- Consequential Damages:** The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

# WHITE PETERSON

## ATTORNEYS AT LAW

MARC J. BYBEE  
WM. F. GIGRAY, III  
DAVID A. HEIDA  
MATTHEW A. JOHNSON  
JAY J. KIIHA \*\*  
WILLIAM F. NICHOLS \*  
BRIAN T. O'BANNON \*

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WILLIAM L. PUNKONEY

TERRENCE R. WHITE  
OF COUNSEL  
WILLIAM F. "BUD" YOST  
OF COUNSEL

\* Also admitted in OR  
\*\* Also admitted in WA

May 13, 2021

To: Mayor and Councilmembers  
Delivered with Council Packet, 5/17/2021

From: Matthew Johnson, City Attorney

### **Basin 37 IDWR Administrative Proceeding**

#### Background:

The City was notified by the Idaho Department of Water Resources (IDWR) of an administrative proceeding to be held in connection with drought conditions for the 2021 irrigation season. Due to the drought conditions, the proceeding will be reviewing for possible curtailment (reduction of use) of junior water rights in order to satisfy flows needed for senior rights. The City is potentially involved as it holds water rights that could potentially be impacted, though the focus for the possible water call appears to be more on users south of Bellevue.

The City already participates in a joint defense agreement (JDA) with the cities of Hailey and Bellevue in connection with water issues. This JDA was renewed a few years back upon a prior concern about potential curtailment in the basin. As part of that JDA, the cities have cooperatively pursued some consultant water modeling work.

A new JDA (JDA2) has been proposed for a similar sharing of efforts for this 2021 curtailment proceeding. JDA2 is also proposed to include the Sun Valley Company and Sun Valley Water & Sewer District as parties to the shared efforts. These parties generally have similar shared and aligned interests with respect to water rights and usage in the northern area of the Wood River Valley.

#### Recommendation:

It will be advantageous and more cost-effective for the City participate in the shared efforts contemplated under JDA2. There are efficiencies to be gained through such shared effort, and knowing that the proposed parties to JDA2 are aligned in their interests. The proposed parties to JDA2 are not likely to be in direct conflict with each other, and if any conflict were to arise the JDA2 provides for the right to withdraw (Provision 8).

#### Other Steps:

Our office as city attorney has already filed a *Notice of Intent to Participate* with respect to the IDWR Basin 37 Administrative Proceeding. We will engage in and monitor those ongoing



proceedings so as to assess any potential impacts to the City and be prepared to report back to the Council as needed.

Recommended Motion:

I move to approve the Joint Defense and Confidentiality Agreement as presented, and authorize the City Attorney to sign on behalf of the City.

Enc:

- IDWR Notice of Basin 37 Administrative Proceeding, May 4, 2021
- Joint Defense and Confidentiality Agreement (JDA2), 2021
- *Notice of Intent to Participate*, May 13, 2021



State of Idaho
DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700
Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

May 4, 2021

«OwnerName»
«StreetAddress1»
«StreetAddress2»
«City» «ST» «PostalCode»

RE: Notice of Basin 37 Administrative Proceeding

Dear Water Right Holder,

You are receiving this letter because, according to the records of the Idaho Department of Water Resources ("Department"), you are the holder of one or more ground water or surface water rights within Water District 37 (Big and Little Wood River basin, including Silver Creek) or Water District 37B (Camas Creek basin).

A drought is predicted for the 2021 irrigation season and the water supply in the Little Wood River-Silver Creek drainage may be inadequate to meet the needs of surface water users in that area. Therefore, the Director of the Department has initiated an administrative proceeding to determine if the surface water rights in the Little Wood River-Silver Creek drainage will be injured in the 2021 irrigation season by pumping from junior-priority ground water rights in the Wood River Valley south of Bellevue. The administrative proceeding could result in curtailment of junior-priority ground water rights south of Bellevue this irrigation season. Domestic uses as defined in Idaho Code § 42-111, and stock watering uses as defined in Idaho Code § 42-1401A(11) are not subject to curtailment under the administrative proceeding.

Attached to this letter is the Notice of Administrative Proceeding, Pre-Hearing Conference, and Hearing. The notice provides details of the administrative proceeding and explains how you may participate in the administrative proceeding. The administrative proceeding may affect surface and ground water rights beyond the Little Wood-Silver Creek drainage and Bellevue areas. Therefore, this notice has been sent to holders of ground and surface water rights administered by Water Districts 37 and 37B, except domestic and stock water rights described above.

Many ground water right holders in the Wood River Valley are members of either South Valley or Galena Ground Water Districts and may be represented by those ground water districts in this matter. A list of ground water district contacts is available on the Department's website at: https://idwr.idaho.gov/files/districts/groundwater-district-contacts.pdf

Any questions regarding the administrative proceeding may be directed to the Department's State Office at (208) 287-4800, or Southern Region Office at (208) 736-3033. If you have questions regarding notice of intent to participate or details of the pre-hearing conference you may contact Kimberle English at (208) 287-4815.

Sincerely,

[Handwritten signature of Gary Spackman]

Gary Spackman
Director

**BEFORE THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF IDAHO**

IN THE MATTER OF BASIN 37  
ADMINISTRATIVE PROCEEDING

Docket No. AA-WRA-2021-001

**NOTICE OF ADMINISTRATIVE  
PROCEEDING, PRE-HEARING  
CONFERENCE, AND HEARING**

A drought is predicted for the 2021 irrigation season and the water supply in Silver Creek and its tributaries may be inadequate to meet the needs of surface water users. Curtailment model runs of the Wood River Valley Groundwater Flow Model v.1.1 (“Model”) show that curtailment of ground water rights during the 2021 irrigation season would result in increased surface water flows for the holders of senior surface water rights during the 2021 irrigation season. Pursuant to Idaho Code § 42-237a.g., “water in a well shall not be deemed available to fill a water right therein if withdrawal therefrom of the amount called for by such right would affect...the present or future use of any prior surface or ground water right.” Based on the information from the Model, the Director of the Idaho Department of Water Resources (“Department”) believes that the withdrawal of water from ground water wells in the Wood River Valley south of Bellevue (commonly referred to as the Bellevue Triangle) would affect the use of senior surface water rights on Silver Creek and its tributaries during the 2021 irrigation season. Therefore, the Director is initiating an administrative proceeding to determine whether water is available to fill the ground water rights, excluding water rights for domestic uses as defined in Idaho Code § 42-111 and stock watering uses as defined in Idaho Code § 42-1401A(11), within the Wood River Valley south of Bellevue, as depicted in the attached map. If the Director concludes that water is not available to fill the ground water rights, the Director may order the ground water rights curtailed for the 2021 irrigation season.

**NOTICE OF ADMINISTRATIVE PROCEEDING**

NOTICE IS HEREBY GIVEN that pursuant to Idaho Code § 42-237a.g. and IDAPA 37.01.01.104, the Director is initiating an administrative proceeding to determine whether water is available to fill the ground water rights, excluding ground water rights for domestic uses as defined in Idaho Code § 42-111 and stock watering uses as defined in Idaho Code § 42-1401A(11), within the Wood River Valley south of Bellevue, as depicted in the attached map. Additional information and maps will be posted on the Department’s website at: <https://idwr.idaho.gov/legal-actions/administrative-actions/basin-37.html>.

If you wish to participate in the administrative proceeding, **please send written notice to the Department by May 19, 2021, to P.O. Box 83720, Boise, Idaho 83720-0098 stating your intent to participate in AA-WRA-2021-001. If you do not participate, you may still be legally bound by the results of the proceedings.**

**NOTICE OF PREHEARING CONFERENCE**

NOTICE IS HEREBY GIVEN that the Department will hold a prehearing conference to discuss the Administrative Proceeding on May 24, 2021, at 9:00 a.m. (MDT), in Conference Rooms 602C and 602D of the Department’s State Office, located at 322 E. Front Street, 6<sup>th</sup> Floor, Boise, Idaho. Parties may appear in person or via Zoom teleconference. However, due to gathering restrictions, in-person

attendance is limited. Contact Kimberle English to reserve an in-person spot at: Idaho Department of Water Resources, P.O. Box 83720, Boise, Idaho 83720-0098, telephone: (208) 287-4815.

All parties must be present at the prehearing conference in person, by telephone or by video conference. Parties will be provided with login information for the video conference a few days before the conference.

Parties should come to the prehearing conference prepared to discuss the following:

- Procedure at Hearing
- Remote Participation at the Hearing
- Discovery
- Witnesses
- Burdens

The prehearing conference will be held in accordance with the provisions of Chapter 17, Title 42 and Chapter 52, Title 67, Idaho Code, and the Department's Rules of Procedure. IDAPA 37.01.01. A copy of the Rules of Procedure may be obtained from the Department upon request or at <https://adminrules.idaho.gov/rules/current/37/index.html>.

The prehearing conference will be conducted in a facility that meets the accessibility requirements of the Americans with Disabilities Act. If you require special accommodations in order to attend, participate in or understand the conference, please advise the Department no later than five (5) days prior to the conference. Inquiries for special accommodations should be directed to Kimberle English, Idaho Department of Water Resources, P.O. Box 83720, Boise, Idaho 83720-0098, telephone: (208) 287-4815.

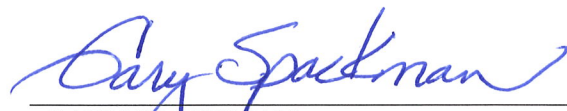
#### NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Department will hold a hearing in the matter on June 7-11, 2021, at 10:00 a.m. (MDT), in Conference Rooms 602A, 602B, 602C, and 602D of the Department's State Office, located at 322 E. Front Street, 6<sup>th</sup> Floor, Boise, Idaho. All parties must be present at the hearing. The possibility of remote participation will be discussed at the pre-hearing conference.

The hearing will be held in accordance with the provisions of Chapter 17, Title 42 and Chapter 542, Title 67, Idaho Code, and the Department's Rules of Procedure. IDAPA 37.01.01. A copy of the Rules of Procedure may be obtained from the Department upon request or at <https://adminrules.idaho.gov/rules/current/37/index.html>.

The conference will be conducted in a facility that meets the accessibility requirements of the Americans with Disabilities Act. If you require special accommodations in order to attend, participate in or understand the conference, please advise the Department no later than five (5) days prior to the hearing. Inquiries for special accommodations should be directed to Kimberle English, Idaho Department of Water Resources, P.O. Box 83720, Boise, Idaho 83720-0098, telephone: (208) 287-4815.

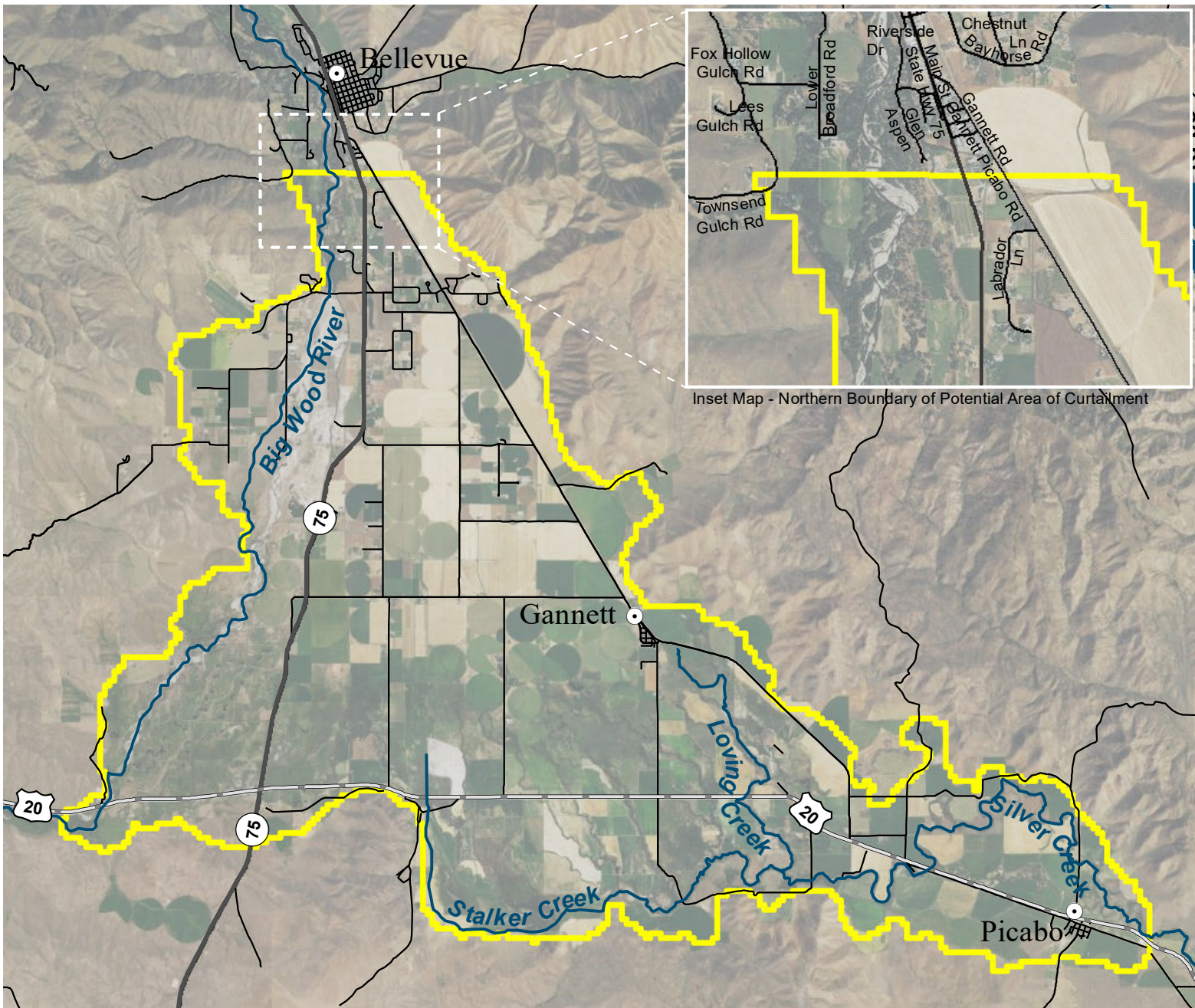
DATED this 4<sup>th</sup> day of May, 2021.



GARY SPACKMAN  
Director






# Basin 37 Administrative Proceeding

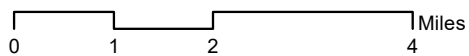


Inset Map - Northern Boundary of Potential Area of Curtailment

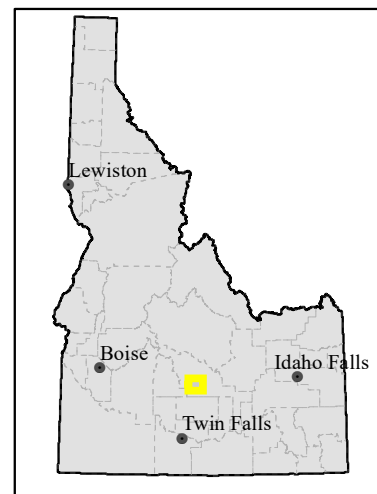
## Legend

-  Selected Rivers and Creeks
-  Cities
-  Potential Area of Curtailment

Imagery is 2019 (NAIP/FSA source)



April 29th, 2021



Location Map

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on this 4 day of May, 2021, the above and foregoing **NOTICE OF ADMINISTRATIVE PROCEEDING, PRE-HEARING CONFERENCE, AND HEARING** was mailed through United States Postal Service to the service list posted on the Department's website: <https://idwr.idaho.gov/legal-actions/administrative-actions/basin-37.html>.

  
Kensie Thorneycroft

## JOINT DEFENSE AND CONFIDENTIALITY AGREEMENT

THIS JOINT DEFENSE AND CONFIDENTIALITY AGREEMENT (“Agreement”) is made and entered into by those entities listed as signatories at the end of this Agreement. The entities identified as signatories herein are hereinafter referred to each as a “Party,” and collectively as the “Parties.”

### DEFINITIONS

A. The term “water delivery call” refers to an existing or potential future proceeding related to administration involving the ground water rights held by the Parties under the Idaho Department of Water Resources’ Rules for Conjunctive Management of Surface and Ground Water Resources, IDAPA 37.03.11, and/or a Ground Water Management Area, Idaho Code § 42-233b, *et seq.*, and/or the Department’s authorities in the Idaho Ground Water Act.

B. The term “Privileged Information” shall include, but shall not necessarily be limited to, any of the following, all of which may be the subject of exchanges between legal counsel of Parties to this Agreement or those in privity with them:

*Legal theories, ideas, trial strategy, mental impressions, reports of consultants or experts hired by any party or counsel, any confidential communications as defined in I.R.E. 502, and any other material or communications that may be protected under Idaho law from disclosure for any reason.*

C. The term “senior water users” refers to the senior surface water users making a water delivery call.

### RECITALS

A. Despite the potential for their interests to be adverse, the Parties believe that they have a common interest in defending themselves against any water delivery call, particularly with regard to sharing of Privileged Information as provided hereinafter.

B. This Agreement is intended to provide the mechanism for the cooperation among the Parties in a water delivery call solely with respect to opinions, facts or data generated for the Parties joint use.

### AGREEMENT

In consideration of the promises stated in this Agreement, the Parties agree as follows:

#### 1. Recitals Incorporated

The above Recitals are material terms to this Agreement.

## **2. Purpose of Agreement**

A. The Parties have concluded that a water delivery call may adversely impact the exercise of their respective water rights. The Parties, therefore, have determined that it is in their common and individual interest to cooperate in anticipation of and during a water delivery call. This Agreement facilitates that cooperation by establishing procedures for sharing Privileged Information to take full advantage of the protections provided by Idaho Rule of Evidence 502(b) and any other applicable legal authority.

B. This Agreement provides a mechanism for the joint development and voluntary sharing of Privileged Information and protects the confidential and privileged nature of such information, but as to all information, data or material possessed or developed by a Party to this Agreement, all Parties retains the discretion whether to disclose or share it with other Parties. By executing this Agreement, the Parties do not waive or relinquish any privilege or claim of confidentiality.

C. The execution of this Agreement by any Party is not an admission that a water delivery call is meritorious or supported by existing law. This Agreement is being entered into as a prudent measure to cooperate regarding the issues that are common to the Parties in a water delivery call.

## **3. Sharing of Privileged Information**

A. Although there is no obligation to share information, the Parties intend that this Agreement shall enable them, to the fullest extent permitted by law, to share information without waiving any privileges or other exemptions from disclosure that might attach thereto, whether under the common law, the Idaho Rules of Civil Procedure, the Idaho Rules of Evidence, or under any other rule or statute. The Parties may also share non-privileged information that may be discoverable by senior water users under the provisions of the Idaho Rules of Civil Procedure.

B. This Agreement does not obligate any Party to incur costs on behalf of any other Party, nor to share the costs of consultants, studies, and experts. Any cost-sharing arrangements must be separately agreed upon in writing.

C. Disclosure of Privileged Information shall not be made to any person or entity except as specified in Section 4 below.

D. Privileged Information that is shared pursuant to this Agreement shall be kept in confidence and is to be used by counsel for the Parties exclusively and solely in their preparation of defenses and presentations related to a water delivery call. The confidentiality of this information shall survive the termination of this Agreement as to third parties. As to the Parties to this Agreement, the confidentiality and ability of the Parties to use and disseminate the information shall be governed by the terms of the Agreement.



#### **4. Procedures for Sharing Privileged Information**

A. Unless otherwise agreed to by all of the Parties in writing, Privileged Information shall not be taken out of the custody of counsel for the Parties, and no copies of such information shall be made except for use by: (1) counsel for the respective Parties; (2) other attorneys within the law firms representing the Parties; (3) the employees or agents of the law firms representing the Parties; (4) experts and consultants retained by the Parties, or their attorneys, individually or collectively; or (5) the officers, directors, employees or agents of the Parties, and then only to the extent necessary for the effective defense against a water delivery call.

B. Outside experts and consultants receiving copies of any Privileged Information shall first sign a confidentiality agreement to keep the materials in strictest confidence as agents of counsel as required by this Agreement.

C. To further the purposes of this Agreement, the Parties agree to mark all written materials exchanged pursuant to this Agreement with the legend “Privileged and Confidential Joint Defense Communication,” and to require any consultants jointly retained by the Parties to similarly mark all reports or other materials prepared by the consultants. Notwithstanding the above, the failure to so mark written material exchanged pursuant to this Agreement shall not extinguish the confidential nature of such material.

D. Any requests for Privileged Information to a Party from the senior water users or the Idaho Department of Water Resources shall be disclosed to the other Parties who shall have the opportunity to defend against such disclosure.

#### **5. Scope of Agreement**

A. This Agreement does not prevent the Parties from obtaining any documents from public or private sources, and the use of such documents will not be affected by this Agreement.

B. This Agreement shall only apply to Privileged Information shared pursuant to this Agreement.

C. Nothing in this Agreement shall be construed to give rise to an action for damages that may be incurred by a Party as the result of an inadvertent or negligent disclosure by another Party. The sole remedy for breach of this Agreement shall be the exclusion of the breaching Party from future participation in this Agreement.

#### **6. Waivers of Conflicts of Interest**

Each Party understands and acknowledges that such Party is represented by its own attorney(s) in the defense against a water delivery call. Each Party further acknowledges that by fulfilling the purposes of this Agreement, as set forth in Section 2, all Parties to the Agreement agree to forego seeking the disqualification of any other Party’s attorney(s) or expert(s) based on any assertion that an action taken, communication, or document exchanged pursuant to this Agreement creates a conflict of interest.

## **7. Reservation of Rights**

All Parties reserve all existing rights, privileges, defenses and contentions as against each other with regard to a water delivery call, and they enter into and proceed under this Agreement without prejudice or waiver of those rights, privileges, defenses and contentions. Except to enforce the terms of this Agreement, or to respond to assertions about its effect, no Party shall use this Agreement or Privileged Information in a water delivery call against another Party.

## **8. Right to Withdraw**

Each Party shall have the right to withdraw from participation at any time upon written notice to the other Parties. Concurrent with the written notice of withdrawal, the withdrawing Party shall return any documents (including all copies, recordings, or electronic data) in its possession marked as “Privileged and Confidential Joint Defense Communication” to the Party who generated each such document. Section 4: Procedures for Sharing Privileged Information shall apply to any Privileged Information obtained by a Party prior to withdrawal and shall be enforceable against the Party after withdrawal, and Section 6: Waiver of Conflicts of Interest and Section 7: Reservation of Rights shall apply to any Party that withdraws and shall be enforceable against the Party after withdrawal.

## **9. Public Records Law**

A. Nothing in this Agreement shall be interpreted as modifying the public records laws of the State of Idaho. Any actions taken by the Parties to disclose documents to third parties shall not be deemed a breach of this Agreement where the public records laws of the State of Idaho require such disclosure.

B. In the event that a Party receives a request under the public records laws of the State of Idaho for a copy of this Agreement or for any Privileged Information received in accordance with this Agreement, the Party will immediately notify the other Parties of such a request by the most expeditious means reasonably available. The purpose of this notice is to allow the other Parties to take any action that they deem appropriate to protect the confidentiality of the Privileged Information.

## **10. General Provisions**

A. For purposes of enforcement or interpretation of the provisions of this Agreement, the Parties agree that the laws of the state of Idaho shall apply.

B. This Agreement shall be binding upon the successors and assigns of the Parties.

C. This Agreement shall not be amended, altered, revised, modified, terminated or changed in any way except by further written agreement signed by all Parties.

D. Each signatory attorney represents and warrants that the signatory has been authorized to sign this Agreement, for or on behalf of the Party or Parties they represent, and to bind the Party or Parties on behalf of which this Agreement is executed by such signatory.

E. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. Any Party's facsimile signature to this Agreement and any e-mailed copy of a Party's signature to this Agreement, if received from the Party or its legal counsel, will be deemed an original and binding signature of this Agreement by such Party.

F. Titles and headings of the paragraphs and sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

The undersigned hereby execute this Agreement on the respective dates set forth below, to be effective as of the date of the last signature.

\_\_\_\_\_ Date: \_\_\_\_\_  
Candice M. McHugh  
Chris M. Bromley  
McHugh Bromley, PLLC  
380 S. 4th St., Ste. 103  
Boise, Idaho 83702  
Representing, and signing on behalf of, and for: City of Bellevue.

\_\_\_\_\_ Date: \_\_\_\_\_  
Chris M. Bromley  
Candice M. McHugh  
McHugh Bromley, PLLC  
380 S. 4th St., Ste. 103  
Boise, Idaho 83702  
Representing, and signing on behalf of, and for: Sun Valley Company.

\_\_\_\_\_ Date: \_\_\_\_\_  
Michael P. Lawrence  
Michael C. Creamer  
Givens Pursley LLP  
601 W. Bannock Street  
PO Box 2720  
Boise, Idaho 83701-1200  
Representing, and signing on behalf of, and for: City of Hailey.

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew A. Johnson  
White Peterson Gigray & Nichols, P.A.  
5700 E. Franklin Rd., Ste 200  
Nampa, ID 83687  
Representing, and signing on behalf of, and for: City of Ketchum.

Date: \_\_\_\_\_

\_\_\_\_\_  
J. Evan Robertson  
Robertson & Slette, PLLC  
134 Third Ave E  
PO Box 1906  
Twin Falls, ID 83303-1906  
Representing, and signing on behalf of, and for: Sun Valley Water & Sewer District.

Matthew A. Johnson  
 Brian T. O'Bannon  
 WHITE, PETERSON, GIGRAY & NICHOLS, P.A.  
 5700 East Franklin Road, Suite 200  
 Nampa, Idaho 83687-7901  
 Telephone: (208) 466-9272  
 Facsimile: (208) 466-4405  
 ISB Nos.: 7789, 8343  
*mjohnson@whitepeterson.com*  
*bobannon@whitepeterson.com*

Attorneys for the City of Ketchum

**BEFORE THE DEPARTMENT OF WATER RESOURCES  
 OF THE STATE OF IDAHO**

IN THE MATTER OF BASIN 37	)	Docket No. AA-WRA-2021-001
ADMINISTRATIVE PROCEEDING	)	
	)	<b>NOTICE OF INTENT TO PARTICIPATE</b>
	)	
_____	)	

COMES NOW the City of Ketchum through its attorney of record, Matthew A. Johnson of WHITE, PETERSON, GIGRAY & NICHOLS, P.A. and files this Notice of Intent to Participate in the above captioned matter as set forth in the Notice of Administrative Proceeding, Pre-hearing Conference, and Hearing dated May 4, 2021 (“Notice”).

The City of Ketchum received a Notice; as such IDWR has identified it is a water right holder that is potentially impacted by the proposed administrative hearing. Thus, the City files this Notice of Intent to Participate.

DATED this 12<sup>th</sup> day of May, 2021.

WHITE PETERSON

By: \_\_\_\_\_  
 Matthew A. Johnson

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 12<sup>th</sup> day of May, 2021, I served a true and correct copy of the foregoing document on the person(s) whose names and addresses appear below by the method indicated:

Director Gary Spackman  
Idaho Department Of Water Resources  
PO Box 83720  
Boise, ID 83720

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Garrick L. Baxter  
Deputy Attorney General  
Idaho Department Of Water Resources  
PO Box 83720  
Boise, ID 83720-0098  
garrick.baxter@idwr.idaho.gov

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Travis L. Thompson  
John Simpson  
Al Barker  
BARKER ROSHOLT & SIMPSON  
195 River Vista Place, Ste. 204  
Twin Falls, ID 83301-3029  
tlt@idahowaters.com  
Jks@idahowaters.com  
apb@idahowaters.com

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

W. Kent Fletcher  
FLETCHER LAW OFFICE  
P.O. Box 248  
Burley, ID 83318  
wkf@pmt.org

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Sarah A. Klahn  
SOMACH SIMMONS & DUNN  
2033 11<sup>th</sup> St., #5  
Boulder, CO 80302  
sklahn@somachlaw.com

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Robert L. Harris  
HOLDEN, KIDWELL, HAHN & CRAPO, PLLC  
P.O. Box 50130  
1000 Riverwalk Drive, Suite 200  
Idaho Falls, ID 83405  
rharris@holdenlegal.com

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Candice McHugh  
Chris Bromley  
MCHUGH BROMLEY, PLLC  
Attorneys at Law  
380 S. 4th St., Ste. 103  
Boise, ID 83702  
cmchugh@mchuhbromley.com  
cbromley@mchughbromley.com

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail  
Courtesy copy

Michael P. Lawrence  
GIVENS PURSLEY LLP  
601 W. Bannock Street  
P.O. Box 2720  
Boise, ID 83701-2720  
mpl@givenspursley.com

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Evan Robertson  
Robertson & Slette, PLLC  
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Twin Falls, ID 83303-1906  
erobertson@rsidaholaw.com

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 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Heather O'Leary  
LAWSON LASKI CLARK PLLC  
PO Box 3310  
Ketchum, ID 83340  
heo@lawsonlaski.com

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Norman Semanko  
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800 W. Main St., Ste. 1300  
Boise, ID 83702  
nsemanko@parsonsbehle.com

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

Charlie Honsinger  
Honsinger Law, PLLC  
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Boise, ID 83701  
honsingerlaw@gmail.com

Via US Mail, Postage Paid  
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 Hand-Delivered  
 Via Electronic Mail

Dylan Lawrence  
Varin Wardwell  
PO Box 1676  
Boise, ID 83701  
dylanlawrence@varinwardwell.com

Via US Mail, Postage Paid  
 Via Facsimile  
 Hand-Delivered  
 Via Electronic Mail

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for WHITE PETERSON

*tb\\wpnapdc06\data\Work\K\Ketchum, City of 24892\2021-05-12 Notice of Intent to Participate.docx*





## City of Ketchum

May 17<sup>th</sup>, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### Recommendation to Approve Contract #20631 with Cuadro Nuevo

#### Recommendation and Summary

Staff is recommending City Council approve Contract #20631, with Cuadro Nuevo for a dance performance at the Ketchum Arts Commission (KAC) performance art event.

***“I move to approve Contract #20631 with Cuadro Nuevo for the Ketchum Arts Commission performance art event.”***

The reasons for the recommendation are as follows:

- Performance Art is a project of the Ketchum Arts Commission.
- This is the Arts Commission’s sixth Performance Art show.
- KAC’s mission statement includes celebrating the arts through performance.

#### Introduction and History

The Ketchum Arts Commission performance art projects have included Michael Marlin (juggler), Idaho Dance Theatre, LED and Ballet Idaho. This year, KAC plans to bring Cuadro Nuevo to perform a forty-minute dance performance, preceded by a thirty-minute public dance lesson, in Ketchum Town Square on Saturday, July 17, 2021.

Cuadro Nuevo is a performing group who draws inspiration from classical guitar, contemporary dance/art performance, cultural music, and Flamenco. They are focused on performing new and traditional works that represent the artists that comprise the group.

#### Financial Impact

There is no new financial requirement/impact for this contract. All costs will be funded through the FY20 Ketchum Arts Commission budget.

Attachments:  
Contract #20631

**INDEPENDENT CONTRACTOR AGREEMENT #20631**

**CUADRO NUEVO**

THIS AGREEMENT made and entered this \_\_\_\_ day of \_\_\_\_ 2021, by and between the CITY OF KETCHUM, IDAHO, P.O. Box 2315, 480 East Ave. N. Ketchum, Idaho 83340, a municipal corporation (hereinafter referred to as “City”), and CUADRO NUEVO, 2062 Harrison Hills Drive, Boise, ID 83702 (hereinafter referred to as “Contractor”).

**FINDINGS**

The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.

Pursuant to Idaho Code §50-301 and §50-302, The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

Contractor desires to enter into an Agreement with the City to provide such services consistent with the terms and conditions below.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. Description of Services.** Contractor will provide a twenty to thirty minute dance lesson to the public and a forty-five minute dance performance, with a minimum of three (3) to five (5) dancers/musicians, in Ketchum Town Square, on Saturday, July 17, beginning at 6:00p.m. Flamenco music is the choice of the dance artists for this free performance, open to the public and appropriate for all ages.

City will provide sound, stage, and sound engineer (if necessary). Staging will be on raised platforms above the pavers.

City will include the Cuadro Nuevo logo on all promotional materials, including newspaper, website, social media and other applicable media promotions. Contractor may provide artwork and photos for promotions run by the City; however, City is not required to use the materials.

- 2. Payment for Services.** In exchange for the Services, City shall pay Contractor a fee of Two Thousand (\$2,000) inclusive of all fees (for performance and lesson, including travel and

lodging) no later than end of performance on Saturday, July 17, 2021. City and Contractor reserve the right to terminate this agreement within sixty (60) days of the performance, in writing, with no penalty.

3. **Independent Contractor.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. The Contractor is not an employee of the City under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workers' Compensation Laws, and Contractor shall assume all liabilities and obligations imposed by any one or more of such laws. Contractor shall not have any authority to assume or create any obligations, express or implied, on behalf of the City.
  
4. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred by Contractor to any other party except upon the prior written consent of the City and approved by the Ketchum City Council.
  
5. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.
  
6. **Insurance.** Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy in the minimum amount of \$500,000 which shall name and protect Contractor, all of Contractor's employees, and protect the City, its officers, agents, employees and City Council from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Contractor's acts. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy.

The City and Contractor warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.

7. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.

**Law of Idaho.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

**CITY OF KETCHUM**

**CUADRO NUEVO**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Kelli Brown, Artistic Director

ATTEST:

\_\_\_\_\_  
Lisa Enourato  
Interim City Clerk



## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Appoint Tara Fenwick to Serve as City Clerk**

#### Recommendation and Summary

The Mayor is recommending City Council confirm the appointment of Tara Fenwick as City Clerk through the adoption of the following motion:

**"I move to confirm the appointment of Tara Fenwick as City Clerk."**

The reasons for the recommendation are as follows:

- Title 50 of Idaho State Statute requires the designation of this position.
- The city conducted an open and competitive recruitment process.
- Ms. Fenwick was the preferred qualified candidate by the interview committee.
- This action will allow for proper continuation of duties.

#### Introduction and History

Chapter 2 of Title 50 of Idaho State Statute provides that the Mayor "shall appoint a city clerk, treasurer and city attorney" with the consent of the city council. The previous city clerk has vacated the position and this appointment is necessary to ensure proper continuation of duties.

#### Sustainability Impact

There is no impact arising from this action.

#### Financial Impact

No financial impact related to this resolution.



## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Appoint Shellie Rubel to Serve as City Treasurer**

#### Recommendation and Summary

The Mayor is recommending City Council confirm the appointment of Shellie Rubel to serve as City Treasurer and adopt the following motion:

**"I move to confirm the appointment of Shellie Rubel to serve as City Treasurer."**

The reasons for the recommendation are as follows:

- Title 50 of Idaho State Statute requires the designation of this position.
- Ms. Rubel currently serves as the Interim City Treasurer and several years previously as Deputy Treasurer.
- This action will allow for proper continuation of duties.

#### Introduction and History

Chapter 2 of Title 50 of Idaho State Statute provides that the Mayor "shall appoint a city clerk, treasurer and city attorney" with the consent of the city council. The previous treasurer has vacated the position, an appointment is necessary to ensure proper continuation of duties.

#### Sustainability Impact

There is no impact arising from this action.

#### Financial Impact

No financial impact related to this resolution.



## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Request to Approve Interim Budget Change to Fund Associate Planning Position**

#### Recommendation and Summary

The planning staff currently consists of the Director, two planners and one planning technician. The department workload has significantly increased during this fiscal year which has affected the desired processing times for applications. Therefore, staff has requested one new Associate Planner position.

**"I move to approve the interim budget change to add one new Associate Planner position."**

The reasons for the recommendation are as follows:

- Increased permit activity
- Requirement to staff new Historic Preservation Commission
- Increased monthly frequency of the Planning & Zoning Commission

#### Introduction and History

The department is experiencing significant permit activity in both planning and building permits. To provide context, the following is a summary of permit activity and building permit valuations during calendar year 2019, 2020 and Jan-April 2021.

#### **Planning Permit Volume**

- Jan-April 2021: 45 Permits (22 processed or in process, 23 pending review/assignment)
- 2020: 91 total land use permits processed
- 2019: 101 total land use permits processed

#### **Building Permit Valuation Processed** (this is the measure for complexity and volume of building permits)

- Jan-April 2021: \$48,296,605 in permit valuation
- 2020: \$76,845,792 in permit valuation for the year
- 2019: \$56,684,624 in permit valuation for the year

Due to the extraordinary permit activity, processing times have increased. As identified above, there are presently 23 planning permits that have yet to be reviewed or assigned to staff for processing. Permits requiring Commission review typically take 30-60 days from filing to Commission review. Permits are now taking 90-120 days from filing to Commission review. Building permits typically take 2-3 weeks from submittal to when the first round of department reviews is provided to the applicant. The first review is now taking 4-6 weeks.

#### **Historic Preservation Commission**

In addition to the extraordinary permitting activity, the department is now staffing a new Commission; the Historic Preservation Commission. The Commission will be meeting twice a month for the foreseeable future to refine the list of historic buildings, craft the permanent ordinance for historic preservation and review permits requesting demolition or alteration of a historic structure.

The meetings require staff reports, agendas, packet preparation, public notice, and staff analysis of the agenda items.

#### **Planning and Zoning Commission**

As a result of increased permit activity and several significant projects undergoing review, the Planning and Zoning Commission is now meeting twice a month instead of once a month. This increase in meetings requires additional staff time to process applications, prepare notices, produce packets, and provide support to the Commission.

#### Sustainability Impact

There is no direction impact.

#### Financial Impact

The new Associate Planner position will assist in processing planning and building permits. The cost of this position will be offset by permit revenues.





## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Award Contract 20630 to Idaho Materials & Construction to Complete Road Maintenance Work on Warm Springs Road Bridge and Leadville Avenue**

#### Recommendation and Summary

Staff respectfully recommends the City Council approve Contract Number 20630 with Idaho Materials & Construction for mill and overlay work in the amount \$42,200.55 using the following motion:

***"I move to approve Contract Number 20630 in the amount of \$42,200.55."***

#### Introduction and History

The Street Department maintains the Warm Springs Road Bridge and Leadville Avenue. The contract with Idaho Materials & Construction consists of providing millwork, paving, mobilization and clean up. The paving materials used for Warm Springs Road Bridge will be ISPWC ½" mix with PG 58-28 oil and includes tack. For Leadville Avenue the paving materials used will be 1.5" of average compacted asphalt and ISPWC ½" Design with PG 58-28 oil. Warm Springs Bridge appears to have a drain issue and millwork will help with that. In dealing with potholes for a long time on the bridge we want to make sure the bridge deck is not in jeopardy therefore the purpose of this is to preserve the bridge deck. On Leadville Avenue just north of Trail Creek Bridge, the pothole patching, and drainage issue has been unremitting for quite some time. We want to achieve a better walking surface in addition to solving the drainage issue.

#### Analysis

We are obligated to get three bids from different contractors. The information below reflects the results from our request.

- 1) Kloepper, Inc. (unable to complete the project)
- 2) Emery, Inc. (unable to complete the project)
- 3) Idaho Materials & Construction \$42,200.55

#### Sustainability Impact

We are not aware of any sustainability options for this project.

#### Financial Impact

This project falls under line item 6950 and we have the funds to complete this project.

#### Attachments

- Attachment A: Idaho Materials & Construction bid (2 pages)
- Attachment B: Email from Kloepper, Inc.
- Attachment C: Email from Emery, Inc.



# IDAHO MATERIALS & CONSTRUCTION

Boise Area- 924 N. Sugar St. P.O. Box 1910 Nampa, ID 83405-1910 Phone- 208-466-3000 Fax-208-466-0066 Twin Falls Area- 151  
 Addison Ave. West Twin Falls, ID 83401 Phone-208-733-1933 Fax-208-734-6936 ISPW#11916-011-2 Oregon #426-0111 Nevada #0034826

▲ ASPHALT ▲ PAVING ▲ ROAD & UTILITY CONSTRUCTION ▲ EARTHWORK ▲ CONCRETE ▲ SAND & ROCK

<b>To:</b> City Of Ketchum	<b>Contact:</b> Justin Ramm
<b>Address:</b> 480 E. Ave. N. Ketchum, ID 83340	<b>Phone:</b> 726-3841 <b>Fax:</b> 726-8234
<b>Project Name:</b> Warmsprings And Trail Creek Mill And Inlays - Ketchum	<b>Bid Number:</b>
<b>Project Location:</b> Leadville Street And Warmsprings Rd., Ketchum, ID	<b>Bid Date:</b> 5/3/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Trail Creek</b>					
<b>Milling</b>					
006	Milling Of 2"Average Of Existing Asphalt.	2,465.00	SF	\$1.75	\$4,313.75
007	Milling Clean Up And Prep For Paving.	2,465.00	SF	\$1.60	\$3,944.00
<b>Total Price for above Milling Items:</b>					<b>\$8,257.75</b>
<b>MOBILIZATION</b>					
005	Mobilization	1.00	LS	\$2,750.00	\$2,750.00
<b>Total Price for above MOBILIZATION Items:</b>					<b>\$2,750.00</b>
<b>Paving</b>					
008	Furnish And Place 1.5" Of Average Compacted Asphalt. We Will Use An ISPWC 1/2" Design With PG 58 -28 Oil.	2,465.00	SF	\$4.32	\$10,648.80
<b>Total Price for above Paving Items:</b>					<b>\$10,648.80</b>
<b>Total Price for above Trail Creek Items:</b>					<b>\$21,656.55</b>
<b>Warmsprings Rd</b>					
<b>Milling</b>					
002	Milling Of 1.5"of Existing Asphalt.	2,296.00	SF	\$1.75	\$4,018.00
003	Milling Cleanup And Prep For Paving.	2,296.00	SF	\$1.60	\$3,673.60
<b>Total Price for above Milling Items:</b>					<b>\$7,691.60</b>
<b>MOBILIZATION</b>					
001	Mobilization For Warmsprings Rd Bridge	1.00	LS	\$2,750.00	\$2,750.00
<b>Total Price for above MOBILIZATION Items:</b>					<b>\$2,750.00</b>
<b>Paving</b>					
004	Furnish And Place 1.5" Average Compacted Asphalt. We Will Use An ISPWC 1/2" Mix With PG 58 -28 Oil. Includes Tack.	2,296.00	SF	\$4.40	\$10,102.40
<b>Total Price for above Paving Items:</b>					<b>\$10,102.40</b>
<b>Total Price for above Warmsprings Rd Items:</b>					<b>\$20,544.00</b>
<b>Total Bid Price:</b>					<b>\$42,200.55</b>

**Notes:**

- Price shown DOES NOT include Performance and Payment bond. Add 2% if bond is required.
- Final payment based on quantity delivered to job.
- Quote DOES NOT include; permits, traffic control, surveying, testing/inspection fees, saw cutting, concrete collars for manholes & water valves.
- Mobilization is based on (1); additional mobilizations will be charged at the rate of \$2500.00 per each

- Idaho Materials & Construction state contractor registration number is ICRL # RCE-39639
- Base Gravel by others @ +/- .03 of spec; net zero
- IF THIS BID IS ACCEPTED PLEASE SIGN AND RETURN ONE COPY.
- Additional Terms and Conditions of this proposal/contract.
- APPROVAL OF CREDIT; Notwithstanding purchasers acceptance of this proposal, sellers obligation to perform is conditional upon seller's approval of the financial responsibility of the purchaser; and purchaser will furnish to seller promptly, at sellers request, such information as may be necessary for seller to determine purchasers financial responsibility and credit. If disapproved, purchaser will be notified, and this agreement will be deemed terminated, without liability to either party.
- If not accepted within (10) days from date of proposal, this offer shall automatically expire.
- Effective March 1st, 2019, payment by credit card will incur a one and one-half percent (1 1/2%) service fee.
- In addition, if for reasons beyond sellers control the work is not performed during sellers current construction season or over a longer period if agreed to in writing at the date of this proposal, the contract price may be increased by the seller to reflect its cost increase incurred at the time the work is performed. Our normal construction season is April through November, depending on weather conditions.
- ACCEPTANCE OF PROPOSAL: The purchaser represents that they (it, he, or she) are the owner of the premises on which the work is to be done, or are authorized representative of the owner, and have permission and authority to grant the seller the right to perform such work on premises. Should seller be required to provide survey stakes and/or to perform engineering services of any nature, purchaser hereby covenants and agrees to save and hold harmless seller from and against any and all damages, claims, costs or expenses which ever arising from or growing out of performance of the contract, including, but not limited to, drainage of water as to direction or amount during performance of the contract as well as thereafter.
- PERFORMANCE: The seller shall not be liable for failure of performance or failure of delay in delivery by reason of contingency beyond sellers control, including but not limited to, strikes, labor disputes, fire, flood, weather, embargo, war, government, or shortage or failure of raw materials, fuel, or transportation. If seller is delayed for more than sixty days (60) in the performance of this contract set forth herein, purchaser shall have the right upon seven (7) days written notice to seller to terminate this contract in which event the seller shall be paid for the work performed by it to date of such termination and all parties hereto shall be released of any further obligations herein.
- Due to current market shortages of liquid asphalt, this proposal is contingent on the availability of liquid asphalt at the time of construction. Hot mix asphalt quoted in this proposal is based on the current liquid asphalt market price. Any increase/decrease in market price of liquid asphalt at the time of placement, will be realized as an adjustment to the original quoted price at the time of placement.
- National and regional supply shortages of liquid asphalt or other material specifically noted above may preclude our suppliers from furnishing us with long term price and quantity guarantees; therefore, it is agreed that the contract price (Lump Sum or Unit) stated herein may be increased or decreased equal to any price increase or decrease, if any, after the date hereof required to be paid by the seller in the completion and performance of this contract. Seller agrees to notify purchaser prior to the date on which any work to be performed hereunder is to commence. Contract price adjustment shall be applicable to work covered by such notice unless seller has received from purchaser; prior to commencement of any such work, written notice of an unwillingness to accept contract price adjustment, in which event, seller at its option, may terminate this contract. In the event of termination, seller shall be paid for work performed to the date of termination, if any, and shall have no further obligation or liability to purchaser or others for reason of said termination.

**Payment Terms:**

Payment terms: Net due by the 10th of the month following date of invoice unless otherwise stated. Interest at the rate of 2% per month charged on all past due accounts. This is an annual percentage rate of 24%. Purchaser agrees to pay reasonable legal fees.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Idaho Materials &amp; Construction</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Clint Kisler clint.kisler@idahomaterials.com</p>
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## Brian Christiansen

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**From:** Justin Ramm  
**Sent:** Tuesday, May 11, 2021 1:46 PM  
**To:** Brian Christiansen  
**Subject:** FW: Ketchum Mill and Overlay

**From:** John Kloepfer <[john@kloepfer.com](mailto:john@kloepfer.com)>  
**Sent:** Tuesday, May 11, 2021 1:34 PM  
**To:** Justin Ramm <[jramm@ketchumidaho.org](mailto:jramm@ketchumidaho.org)>  
**Subject:** FW: Ketchum Mill and Overlay

Justin,

Thanks for the request but we will not be able to provide a bid for this project as the size would not justify the mobilization cost coming from Burley.

Respectfully,

John Kloepfer

**From:** Mike Landrum <[Mike.Landrum@kloepfer.com](mailto:Mike.Landrum@kloepfer.com)>  
**Sent:** Tuesday, May 11, 2021 1:04 PM  
**To:** John Kloepfer <[john@kloepfer.com](mailto:john@kloepfer.com)>  
**Subject:** Fwd: Ketchum Mill and Overlay

Mike Landrum  
Manager  
Kloepfer, Inc.

Begin forwarded message:

**From:** Justin Ramm <[jramm@ketchumidaho.org](mailto:jramm@ketchumidaho.org)>  
**Date:** May 11, 2021 at 12:48:44 PM MDT  
**To:** Info <[Info@kloepfer.com](mailto:Info@kloepfer.com)>  
**Subject:** Ketchum Mill and Overlay

Hi, I'm Justin Ramm with the City of Ketchum. We have two locations that we need to have an asphalt mill and overlay done. We would like to get a estimate for this work if you are interested.

(1) is 2,465.00 SF, milling an average of 2" of existing asphalt and replacing with an average of 1.5" of compacted asphalt.

(2) is 2,296.00 SF, milling an average of 1.5" of existing asphalt and replacing with an average of 1.5' of compacted asphalt.

**JUSTIN RAMM | CITY OF KETCHUM**

Street Operations Supervisor

P.O. Box 2315 | 200 Tenth Street | Ketchum, ID 83340

o: 208.726-7831 | f: 208.726-7843

[jramm@ketchumidaho.org](mailto:jramm@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

## Brian Christiansen

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**From:** Justin Ramm  
**Sent:** Tuesday, May 11, 2021 2:38 PM  
**To:** Brian Christiansen  
**Subject:** FW: Ketchum Mill and Overlay

**From:** Emery Incorporated <emery.inc@hotmail.com>  
**Sent:** Tuesday, May 11, 2021 2:32 PM  
**To:** Justin Ramm <jramm@ketchumidaho.org>  
**Subject:** Re: Ketchum Mill and Overlay

Hello Justin,

Thank you for the invitation to bid. Unfortunately we don't have the capability to mill asphalt at this time and will not be submitting a bid. Please keep us in mind for future projects.

Thank you,

Shealyn

### Emery, Inc

21357 Hwy 30

Filer, ID 83328

O: 208.733.3951 | F: 208.733.4574

[www.EmeryBros.com](http://www.EmeryBros.com)

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**From:** Justin Ramm <jramm@ketchumidaho.org>  
**Sent:** Tuesday, May 11, 2021 12:53 PM  
**To:** Emery Incorporated <emery.inc@hotmail.com>  
**Subject:** Ketchum Mill and Overlay

Hi, I'm Justin Ramm with the City of Ketchum. We have two locations that we need to have an asphalt mill and overlay done. We would like to get a estimate for this work if you are interested. (1) is 2,465.00 SF, milling an average of 2" of existing asphalt and replacing with an average of 1.5" of compacted asphalt.  
(2) is 2,296.00 SF, milling an average of 1.5" of existing asphalt and replacing with an average of 1.5' of compacted asphalt.

**JUSTIN RAMM | CITY OF KETCHUM**

Street Operations Supervisor

P.O. Box 2315 | 200 Tenth Street | Ketchum, ID 83340

o: 208.726-7831 | f: 208.726-7843

[jramm@ketchumidaho.org](mailto:jramm@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

 Virus-free. [www.avast.com](http://www.avast.com)



City of Ketchum  
Recreation Department

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve the Purchase of Four Pickleball Nets at Atkinson Park**

Recommendation and Summary

Staff is recommending the Council approve purchasing four pickleball nets that the Wood River Pickleball Alliance has fundraised for.

**"I move approve the procurement of nets for new pickleball courts at Atkinson Park."**

The reasons for the recommendation are as follows:

- The Wood River Pickleball Alliance has raised adequate funds.
- The purchase of the nets will coincide with the creation of 4 permanent pickleball nets at Atkinson Park in mid-June.

Introduction and History

The city plans to create four permanent pickleball courts at Atkinson Park. \$11,000 was approved during the April 19<sup>th</sup> meeting and work is expected to be complete in mid-June 2021. The Wood River Pickleball Alliance has partnered with the city to raise funds to purchase four professional pickleball nets to the cost of \$6,180. The donations will be deposited in the Recreation Trust Account.

Sustainability

These nets are movable for ease of court washing. They are professional grade so will not need to be replaced for many years to come.

Financial Impact

There is no cost to the city to purchase the nets as the Wood River Pickleball Alliance has raised adequate funds.

Attachment: All Star Tennis Courts Quote  
Purchase Order 20631





# All Star Tennis Courts

PO Box 787  
Mandeville LA 70470

# Quote

Date	Quote
5/14/2021	Q110446

Bill To

City of Ketchum  
Recreation Department  
PO Box 2315  
Ketchum, ID 83340

Ship To

Atkins Park  
900 Third Ave  
Ketchum, ID 83340  
John Kearney 208-309-0434

Terms
Purchase Order

Item	Description	Qty	Cost	Total
390217	PPS-22SQ Premier Square Portable Pickleball System, 3' H X 22' L	4.00	1,545.00	6,180.00
			<b>Subtotal</b>	<b>\$6,180.00</b>
			<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
			<b>Total</b>	<b>\$6,180.00</b>



City of Ketchum  
City Hall

## Purchase Order

Number: 20631  
Date: 5/17/2021

Vendor: All Star Tennis Courts

Quote Ref: Q110446

Quantity	Item # / SKU	Description	Item Cost	Total Cost
4	390217	Professional Pickleball nets		\$6,180
			<b>Total</b>	\$6,180

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Shellie Rubel, Interim Treasurer, at [finance@ketchumidaho.org](mailto:finance@ketchumidaho.org) or (208) 726-3841.

Please Ship Above Listed Items to:

City of Ketchum  
Ketchum Recreation Department  
Attn: John Kearney  
900 Third Ave  
Box 2315  
Ketchum, ID 83340

Order Submitted By:

John Kearney  
Director of Recreation



## City of Ketchum

May 17, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### Options for Revised Health Order

#### Recommendation and Summary

Staff is recommending the council consider the authorization of the Revised Health Order. If the Council chooses to make any changes, they would adopt the following motion:

**"I move to approve City of Ketchum Public Health Emergency Order 21-01."**

#### Introduction and History

When Public Health Emergency Order 20-06 was enacted in November 2020, Blaine County was experiencing 76 cases per 100,000 on average. The State of Idaho had mandatory group size and occupancy limitations in place. Impact on hospitals was high and causing secondary health emergencies due to lack of capacity.

Health Order 20-06 had limits on gatherings as well as limitations on certain businesses. With the high case rate, and potential impacts on Ketchum, certain restrictions were added to some businesses and construction sites in Ketchum. Group size limitations included language from the state order, which has now been lifted.

As of May 13, the following situation exists in Blaine County:

- Blaine County has added 3 confirmed and 11 probable cases in May.
- Case rate is currently at 6/100,000. The case rate has remained below 8/100,000 over the past 14 days. This is a significant decrease from April.
- Positivity rate in Blaine County has been around 3%, a 50% decrease from April, which remains in the high category, however testing numbers are also decreasing.
- St. Luke's Wood River is currently at zero COVID admissions. There have been zero COVID 911 ambulance calls in the past two weeks. Cases are still presenting to the hospital.
- 77% of Blaine County residents have had at least one dose of vaccine. 65% have had two doses. Eligibility has expanded to 12-16 year-olds effective May 12.

The following changes have been made to the draft new health order:

- Mask requirements remain in place indoors.
- Masks are recommended outdoors when social distancing cannot be maintained.

- Removing the 10 person group size limitation, and the 64 sq.ft. space limitation.
- Social distancing requirements of 6' between parties remains indoors in public places.
- Fitness centers would not require masks when social distancing can be maintained.
- Specific restrictions on construction sites has been removed.

These are all subject to council decision.

Sustainability

There is no sustainability impact arising from this action.

Financial Impact

There is no financial impact arising from this action.

Attachments: Ketchum Health Order 21-01  
Hailey Health Order 2021-03

**CITY OF KETCHUM**  
**PUBLIC HEALTH EMERGENCY ORDER 21-01**  
**(REQUIRING FACE COVERINGS)**

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death;  
and

**WHEREAS**, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

**WHEREAS**, on and after March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho and issued a series of Orders addressing public health measures to slow the spread of COVID-19 including the Idaho Rebounds Plan; and

**WHEREAS**, on March 18, 2020 the Mayor of the City of Ketchum declared a local disaster emergency, and on March 23, 2020 the Ketchum City Council adopted the Declaration as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), due to the threat that COVID-19 poses to the health and welfare of the residents of Ketchum; and

**WHEREAS**, on March 23, 2020, the Council adopted Ordinance 1207 establishing emergency powers that provide the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

**WHEREAS**, on September 29, 2020, the Council adopted Ordinance 1212 renewing the emergency powers and providing for the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

**WHEREAS**, infection rates in Idaho have decreased in recent weeks, and Blaine County and the City of Ketchum are experiencing a decrease in the numbers of verified cases of COVID-19; and

**WHEREAS**, the CDC recommends that people maintain social distancing and wear cloth face coverings in public settings, especially when other social distancing measures are difficult to maintain; and

**WHEREAS**, there is a continuing and urgent need to protect all residents, employees and visitors in the city of Ketchum from the risks relating to the COVID-19 pandemic through the protection provided by wearing facial coverings and practicing social distancing; and

**WHEREAS**, this Public Health Emergency Order 2021-01 was considered and approved by the City Council in accordance with provisions of Ordinance 1212.

**NOW, THEREFORE**, the Mayor and City Council do hereby adopt the following regulations, which shall supersede and replace all prior Public Health Emergency Orders issued by the City of Ketchum, and which shall be in effect until rescinded, superseded or amended by the Mayor or City Council.

**SECTION 1. FACE COVERINGS**

Every person, shall, when in any indoor public place, completely cover their nose and mouth when members of the public are physically present and within six (6) feet. Persons, when in outdoor public places, are recommended to completely cover their nose and mouth when members of the public are present and within six feet.

1. **DEFINITIONS:** For purposes of this Public Health Emergency Order “public place” shall mean any place open to all members of the public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. “Members of the public” shall mean persons not therein employed or present without invitation.
  
2. **EXEMPTIONS:**
  - a. Children under the age of 5.
  
  - b. Persons who cannot medically tolerate wearing a face covering. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a face covering.
  
  - c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
  
  - d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
  
  - e. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.
  
  - f. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as the person is able to maintain a distance of 6 feet away

from persons who are not members of the same household or party as the person.

- g. Outdoor public places where people can employ social distancing as recommended by CDC.

**SECTION 5. PENALTIES**

Any person who violates any provision of this Order, shall be guilty of an infraction, punishable by a fine of \$100.

**SECTION 6. EFFECTIVE DATE AND SUNSET DATE**

This Emergency Order shall take effect at 12:00 a.m., on May 18<sup>th</sup>, 2021, and shall remain in effect until rescinded, superseded or amended by the Mayor or City Council.

Passed and approved by the Ketchum City Council on the 17<sup>th</sup> day of May 2021.

APPROVED:

\_\_\_\_\_  
Neil Bradshaw  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa Enourato  
Interim City Clerk

**CITY OF HAILEY**  
**PUBLIC HEALTH EMERGENCY ORDER NO. 2021-03**

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other through respiratory droplets; and

**WHEREAS**, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

**WHEREAS**, the CDC reports that people are most COVID-19 contagious when they are most symptomatic (the sickest) however spread is possible before people show symptoms, or by those that are asymptomatic; and

**WHEREAS**, on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

**WHEREAS**, on and after March 13, 2020, the Idaho Governor issued a series Orders addressing public health measures to slow the spread of COVID-19 including the current **Stay Healthy Order** signed May 11, 2021, and inclusive of the Idaho Rebounds Plan; and

**WHEREAS**, the State of Idaho continues to adhere to the Governor's Stay Healthy Order Guidelines, Stage 4 modified, which Stages are amended periodically, and the COVID-19 response efforts are now localized in accordance with said order; and

**WHEREAS**, on March 20, 2020 the Mayor of the City of Hailey declared a local disaster emergency, and on March 23, 2020 the Hailey City Council approved and adopted the Declaration as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), in the City of Hailey due to the threat that COVID-19 poses to the health and welfare of the residents of Hailey; and

**WHEREAS**, on March 24, 2020, the Council for the city of Hailey adopted Ordinance 1260 establishing emergency powers that provide the authority, purpose, and intent of emergency powers to address the threat of COVID-19, which ordinance was extended as Ordinance 1266 on September 14, 2020, and extended as Ordinance 1277 on February 8, 2021, and remains in effect; and

**WHEREAS**, on September 14, 2020 the City Council, by unanimous consent, determined that future actions relating to exercise of its public health regulatory authority, and for purposes of general guidance, would be based upon the Covid-19 Blaine County Risk Level Plan for the City of Hailey, and

**WHEREAS**, Blaine County, according to the analytics provided by the adopted COVID-19 Blaine County Risk Level Plan for the City of Hailey, as of entry of this Order, places the City of Hailey within the Yellow Risk Level, being also labeled as the *Moderate Risk Level*, in that the County is reported to have 7-day moving average incidence rate 6.2 per 100,000 residents and an 3.08% positive rate; which, while down from recent high risk level, is trending upward, and



**WHEREAS**, Blaine County, according to the analytics provided by the adopted COVID-19 Blaine County Risk Level Plan for the City of Hailey, as of entry of this order, declares that approximately sixty-five percent (65%) of County residents have been vaccinated, and

**WHEREAS**, the emergency services and local healthcare facilities have limited capacity to handle a significant increase in COVID-19 confirmed cases in Blaine County, which risk is, as of the entry of this order, reduced to minimal; and

**WHEREAS**, the CDC and Governor's Order continue to recommend that people wear face coverings in public settings, especially when other social distancing measures are difficult to maintain; and

**WHEREAS**, there is a continuing and urgent need to protect all residents, employees and visitors in the city of Hailey from the risks relating to the COVID-19 pandemic through the protection provided by wearing facial coverings; and

**WHEREAS**, the city of Hailey Mayor and City Council find it necessary to enact additional regulations to strengthen the regulations issued by the current Idaho State Department of Health and Welfare Stay Healthy Order to slow the community spread and protect the health, safety, and welfare of individuals living, working and visiting the City of Hailey; and

**WHEREAS**, this Order was considered and approved by the City Council in accordance with provisions of Emergency Powers Ordinance 1277, and analyzed based on matrix provided by the Harvard Global Health Institute's recommendations as adopted for use by the City of Hailey; and

**NOW, THEREFORE**, the Mayor and City Council do hereby adopt the following regulations, which shall supersede all prior Public Health Emergency Orders issued by the City of Hailey, and which shall be in effect until rescinded, superseded or amended by the Mayor or City Council.

### **SECTION 1. FACE COVERINGS**

**Every person, shall, when in any indoor public place, completely cover their nose and mouth, when members of the public are physically present.** While masking is no longer legally required in outdoor public places, it continues to be strongly recommended to completely cover the nose and mouth when social distancing is not possible in any indoor or outdoor space.

1. **DEFINITIONS:** For purposes of this Public Health Emergency Order "public place" shall mean any place open to all members of public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. "Members of the public" shall mean persons not therein employed, present without invitation.
2. **EXEMPTIONS:**
  - a. Persons with a documented disability.
  - b. Children under the age of 5, but parents are strongly encouraged to have children under 5 wear face coverings if they can tolerate same or to avoid bringing younger children to public places otherwise requiring a face covering.

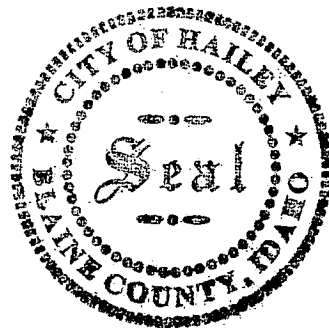
- c. Persons who cannot medically tolerate wearing a cloth face covering must wear a face shield.
  - d. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication, must wear a face shield.
  - e. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
  - f. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.
  - g. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, if the person is able to maintain a distance of 6 feet away from persons who are not members of the same party as the person.
3. **MANDATORY COMPLIANCE:** The owner of every public place, as defined by this order, shall require mandatory face covering by members of the public; and shall decline to engage in commerce with any non-exempt individual who refuses to abide by said requirements. Owners of any public place who continue to engage in commerce with non-exempt individuals who refuse to cover their faces are subject to closure orders.
4. **MANDATORY SIGNAGE:** Every public place, as defined by this order, shall post at every entrance thereto, and in conspicuous locations throughout said public place, signage declaring face coverings as mandatory.

## **SECTION 2. PENALTIES**

Any person who violates any provisions of this Order, shall be guilty of an infraction, punishable by a fine of \$100.

## **SECTION 3. EFFECTIVE DATE AND SUNSET DATE**

This Emergency Order shall take effect upon execution as dated below and shall remain in effect until expiration, unless rescinded, superseded or amended by the Mayor or City Council.



**APPROVED**

May 11, 2021

  
\_\_\_\_\_  
Mayor, Martha Burke

ATTEST

  
\_\_\_\_\_  
Mary Cone, City Clerk



## City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the SWC Condominiums Units 1-B1 & 1-C1 Lot Line Shift Application**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the SWC Condominiums Units 1-B1 & 1-C1 Lot Line Shift Application.

Recommended Motion: "I move to approve the SWC Condominiums Units 1-B1 & 1-C1 Lot Line Shift Application subject to conditions of approval 1-6."

The reasons for the recommendation are as follows:

- The request to adjust the interior boundary between two commercial condominium units with the SWC building complies with all applicable standards for Readjustment of Lot Lines as specified in the City's subdivision regulations.
- Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) no changes are proposed to the existing building footprint or the common area lot, (2) the SWC Condominiums development complies with the dimensional standards required in the LI-3 Zone (KMC §17.12.050) as well as the standards for condominium developments specified in KMC §16.04.070, (3) no changes are proposed to the existing office use on the first floor, and (4) the proposal does not create additional lots or dwelling units.

#### Analysis

This Lot Line Shift application, submitted by Benchmark Associates on behalf of property owners Scott USA & Robert McGowan, proposes to adjust the interior boundary between condominium units 1-B1 and 1-C1 on the first floor of the SWC building located at 110 Lindsay Circle within the Light Industrial Number 3 (LI-3) Zoning District. 701 square feet of unit 1-B1's floor area will be added to unit 1-C1. Unit 1-B1 will have a total floor area of 2,316 square feet and unit 1-C1 will have a total floor area of 3,775 square feet.

#### Financial Impact

None

#### Attachments:

- A. Draft Findings of Fact, Conclusions of Law, and Decision
- B. Lot Line Shift Application Submittal

Attachment A:

Draft

Findings of Fact, Conclusions of  
Law, and Decision



IN RE:	)	
	)	
	)	
SWC Condominiums: Units 1-B1 & 1-C1	)	KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines)	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 17, 2021	)	DECISION
	)	
File Number: P21-011	)	

**Findings Regarding Application Filed**

**PROJECT:** SWC Condominiums: Units 1-B1 & 1-C1 Lot Line Shift

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P21-011

**OWNER:** Scott USA & Robert McGowan

**REPRESENTATIVE:** Benchmark Associates

**LOCATION:** 110 Lindsay Circle (SWC Condominiums: Units 1BB & 1CC)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on April 28, 2021. The public hearing notice was published in the Idaho Mountain Express on April 28, 2021. The public hearing notice was posted on site and on the city’s website on April 28, 2021.

**ZONING:** Light Industrial Number 3 (LI-3)

**OVERLAY:** None

**Findings Regarding Application Filed**

This Lot Line Shift application, submitted by Benchmark Associates on behalf of property owners Scott USA & Robert McGowan, proposes to adjust the interior boundary between condominium units 1-B1 and 1-C1 on the first floor of the SWC building located at 110 Lindsay Circle within the Light Industrial Number 3 (LI-3) Zoning District. 701 square feet of unit 1-B1’s floor area will be added to unit 1-C1. Unit 1-B1 will have a total floor area of 2,316 square feet and unit 1-C1 will have a total floor area of 3,775 square feet.

The SWC Condominiums, known as the Scott Building, was constructed in 2006 (Building Permit Application File No. 06-113) and subdivided into 31 condominium units in 2008 (Condominium Final Plat Application File No. 08-003). The mixed-use building received Design Review approval from the Planning

& Zoning Commission on March 10<sup>th</sup>, 2006 (Application File No. 05-010). The first floor contains 3 commercial condominium units that serve as offices. Business offices are a permitted use in the LI-3 Zone (KMC §17.12.020). The second and third floors contain 28 total residential units—15 community housing units and 13 market rate dwelling units. The Planning & Zoning Commission approved the Conditional Use Permit for the residential units within the light industrial area on April 10<sup>th</sup>, 2006 (Application File No. 06-001). This project does not create new condominium units or change the existing uses within the SWC building.

#### **Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)**

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) no changes are proposed to the existing building footprint or the common area lot, (2) the SWC Condominiums development complies with the dimensional standards required in the LI-3 Zone (KMC §17.12.050) as well as the standards for condominium developments specified in KMC §16.04.070, (3) no changes are proposed to the existing office use on the first floor, and (4) the proposal does not create additional lots or dwelling units.

*Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).*

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. As specified in Condition of Approval #2, the final plat map shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including grading, streets, lots, blocks, and utilities, are not applicable as the project proposes to adjust the total floor areas of two condominium units within an existing mixed-use building. As conditioned, the project meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Standards

Findings Regarding Contents of Final Plat and Subdivision Design & Development Standards			
Compliant			Standards and Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>Council Findings</i> <i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1 Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i> <i>As conditioned, this standard shall be met. The final plat mylar shall show a minimum of two Blaine County survey control monuments with ties to the property. The survey control monuments shall be clearly identified on the face of the map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2 Location and description of monuments.
			<i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3 Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Council Findings</i> <i>The plat map shows the common area lot lines, the SWC building footprint, Saddle Road, Northwood Way, Lindsay Circle, the 10-foot-wide landscape and snow storage easement, the 19-foot-wide parking easement, the 24-foot-wide access easement, and the 10-foot-wide parking, landscape, and snow storage easement. The property is in the City's light industrial area and is not located within the floodplain or avalanche zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4 Names and locations of all adjoining subdivisions.
			<i>Council Findings</i> <i>The plat map indicates neighboring Lots 5, 10, and 11 within the Resubdivision of Northwood PUD Subdivision Lot 4 as well as the Chateaux of</i>

				Northwood, Lot 2 of Northwood Park No. 1 Subdivision, and the Redwood Light Industrial Condominiums.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<b>Name and right of way width of each street and other public rights of way.</b>
			<i>Council Findings</i>	<i>This standard has been met. The plat map indicates the 100-foot-wide Saddle Road and 60-foot-wide Northwood Way public rights-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<b>Location, dimension and purpose of all easements, public or private.</b>
			<i>Council Findings</i>	<i>The plat map shows the 10-foot-wide landscape and snow storage easement, the 19-foot-wide parking easement, the 24-foot-wide access easement, and the 10-foot-wide parking, landscape, and snow storage easement.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<b>The blocks numbered consecutively throughout each block.</b>
			<i>Council Findings</i>	<i>N/A. This lot line application adjusts the boundaries of two existing condominium units and does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	<b>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.</b>
			<i>Council Findings</i>	<i>N/A as no dedications of this type have been proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	<b>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.</b>
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	<b>Scale, north arrow and date.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<i>Council Findings</i>	<i>This standard has been met. The names of names, locations, and widths of adjacent streets are indicated on the proposed plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	<b>A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.</b>
			<i>Council Findings</i>	<i>This standard has been met. Plat note 2 references the condominium declaration recorded as Instrument No. 561093 within the records of Blaine County.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the surveyor's certification.</i>
			16.04.030.K.14	<b>A current title report of all property contained within the plat.</b>



<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Council Findings</i>	<i>This standard has been met. A title report and warranty deeds were submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<i>Council Findings</i>	<i>This standard is not applicable as this application adjusts the floor areas of two existing condominium units. No additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	<b>Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.</b>
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	<b>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</b>

				comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			<i>Council Findings</i>	<i>This standard is not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No improvements are required or proposed for this adjustment.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Council Findings</i>	<i>This standard is not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No improvements are required or proposed for this adjustment.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Council Findings</i>	<i>This standard is not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No improvements are required or proposed for this adjustment.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If

				a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Council Findings</i>	<i>This standard is not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No improvements are required or proposed for this adjustment.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Council Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building</li> </ol> </li> </ol>

				<p>envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<i>Council Findings</i>	<i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No new lots are created with this adjustment.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <p>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.</p> <p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Council Findings</i>	<i>N/A. These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No new blocks are created with this adjustment.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets,</p>

			<p>topography, public convenience and safety, and the proposed uses of the land;</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</li> <li>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;</li> <li>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</li> <li>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</li> <li>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</li> </ol>
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			<p>duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
		<i>Council Findings</i>	<i>These streets standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on</i>

				<i>the first floor of the SWC building. This proposal does not create a new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Council Findings</i>	<i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No new alleys are created with this adjustment.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> 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> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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</li> </ol>

				<p>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>Council Findings</i>	<i>N/A. No easements are required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</p> <p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of 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>Council Findings</i>	<i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No sanitary sewage disposal improvements are required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<i>Council Findings</i>	<i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. Water system improvements are not required or proposed.</i>



<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
<i>Council Findings</i>			<i>Planting strip improvements are not required as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building.</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>

			<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
			<p><i>Council Findings</i></p> <p><i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. Cuts, fills, and grading improvements are not required or proposed with this project.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.O</p> <p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<p><i>Council Findings</i></p> <p><i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No drainage improvements are required or proposed.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Council Findings</i>	<i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No utility improvements are required or proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Council Findings</i>	<i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. Off-site improvements are not required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Council Findings</i>	<i>This standard is not applicable as the property is not located in the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Council Findings</i>	<i>These standards are not applicable as this project adjusts the boundaries between two existing commercial condominium units located on the first floor of the SWC building. No changes are proposed to the existing landscaping on the property.</i>

### CONCLUSIONS OF LAW

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

which city ordinances govern the applicant's application for the development and use of the project site.

2. The Council has authority to hear the applicant's Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, 16.04.060, and 16.04.070 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

### **DECISION**

**THEREFORE**, the Ketchum City Council **approves** the SWC Condominiums Units 1-B1 & 1-C1 Lot Line Shift this Monday, May 17<sup>th</sup>, 2021 subject to the following conditions:

### **CONDITIONS OF APPROVAL**

1. The final plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Standards.
2. The final plat map shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with

another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

5. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
6. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the project record.

Findings of Fact **adopted** this 17<sup>th</sup> day of May 2021.

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Neil Bradshaw, Mayor

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Lisa Enourato, Interim City Clerk

**Attachment B:  
Lot Line Shift Application  
Submittal**



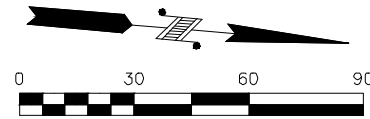
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# SWC CONDOMINIUMS: UNITS 1-B1 & 1-C1

LOCATED WITHIN: SECTION 12, T4N, R17E, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

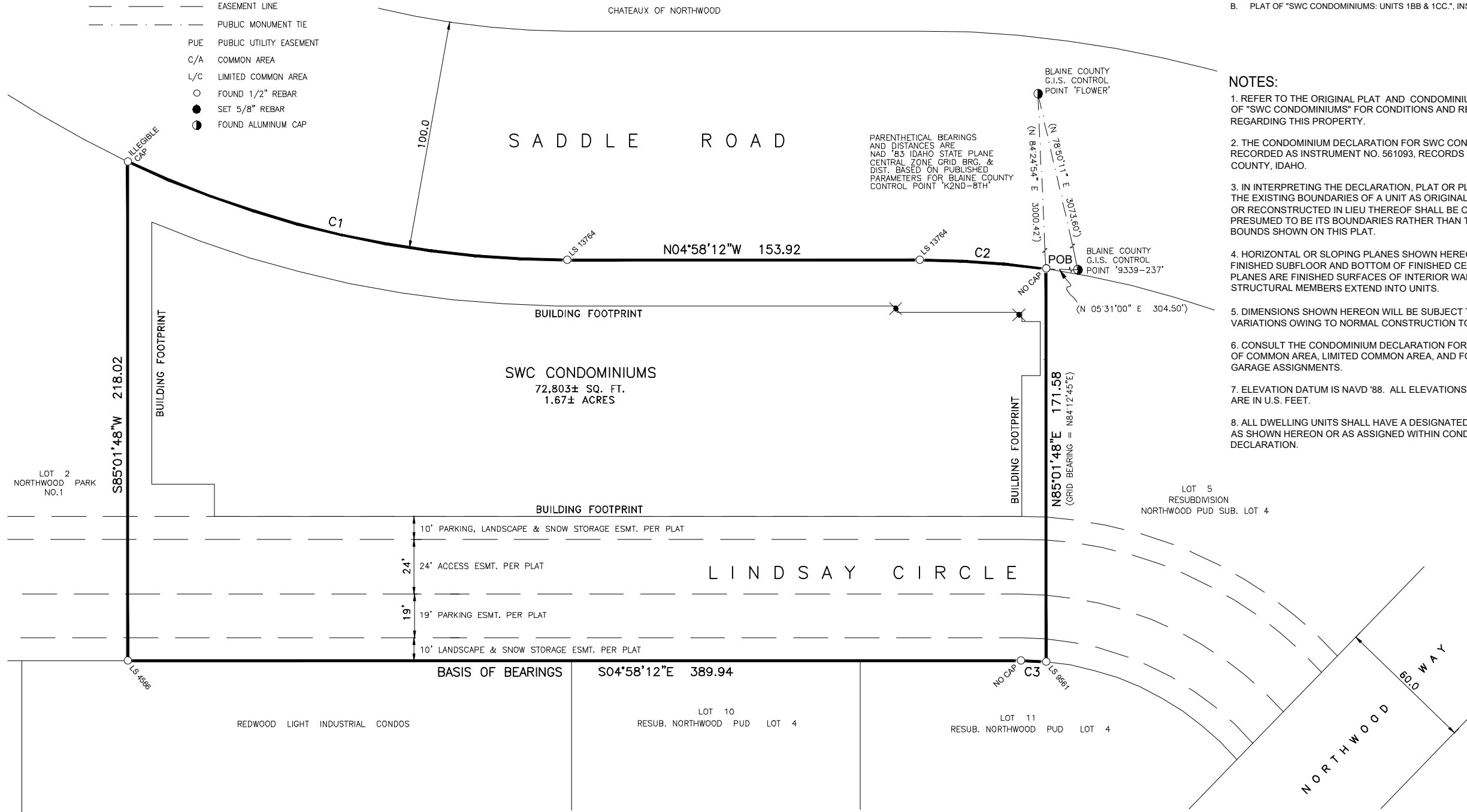
WHEREIN: THE BOUNDARY COMMON TO UNITS 1-BB AND 1-CC IS AMENDED.

## JANUARY 2021 PRELIMINARY PLAT



### LEGEND

- PROPERTY BOUNDARY
- EASEMENT LINE
- PUBLIC MONUMENT TIE
- PUE PUBLIC UTILITY EASEMENT
- C/A COMMON AREA
- L/C LIMITED COMMON AREA
- FOUND 1/2" REBAR
- SET 5/8" REBAR
- FOUND ALUMINUM CAP



### SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO UNITS 1-BB AND 1-CC. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - A. ORIGINAL PLAT OF "SWC CONDOMINIUMS", INST. NO. 561095.
  - B. PLAT OF "SWC CONDOMINIUMS: UNITS 1BB & 1CC.", INST. NO. 640524.

### NOTES:

1. REFER TO THE ORIGINAL PLAT AND CONDOMINIUM DECLARATION OF "SWC CONDOMINIUMS" FOR CONDITIONS AND RESTRICTIONS REGARDING THIS PROPERTY.
2. THE CONDOMINIUM DECLARATION FOR SWC CONDOMINIUMS IS RECORDED AS INSTRUMENT NO. 561093, RECORDS OF BLAINE COUNTY, IDAHO.
3. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS THE EXISTING BOUNDARIES OF A UNIT AS ORIGINALLY CONSTRUCTED OR RECONSTRUCTED IN LIEU THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS SHOWN ON THIS PLAT.
4. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING. VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS.
5. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS OWING TO NORMAL CONSTRUCTION TOLERANCES.
6. CONSULT THE CONDOMINIUM DECLARATION FOR THE DEFINITION OF COMMON AREA, LIMITED COMMON AREA, AND FOR PARKING & GARAGE ASSIGNMENTS.
7. ELEVATION DATUM IS NAVD '88. ALL ELEVATIONS AND DISTANCES ARE IN U.S. FEET.
8. ALL DWELLING UNITS SHALL HAVE A DESIGNATED STORAGE UNIT AS SHOWN HEREON OR AS ASSIGNED WITHIN CONDOMINIUM DECLARATION.

### CURVE DATA

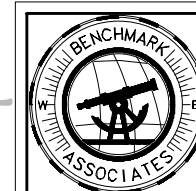
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	450.00	198.36	196.76	S07°39'29"W	25°15'22"
C2	390.00	55.26	55.22	N00°54'38"W	08°07'07"
C3	125.00	11.07	11.07	N02°25'57"W	05°04'30"

### HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

South Central Public Health District, REHS

Dated: \_\_\_\_\_



## SWC CONDOMINIUMS: UNITS 1-B1 & 1-C1

LOCATED WITHIN: SECTION 12, T4N, R17E, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT USA

PROJECT NO. 20263	DWG BY: ROB/CPL	FILE: 20263PG1.DWG
PRELIMINARY PLAT	DATE: 01/20/2021	SHEET: 1 OF 3

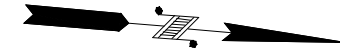


# SWC CONDOMINIUMS: UNITS 1-B1 & 1-C1

LOCATED WITHIN: SECTION 12, T4N, R17E, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

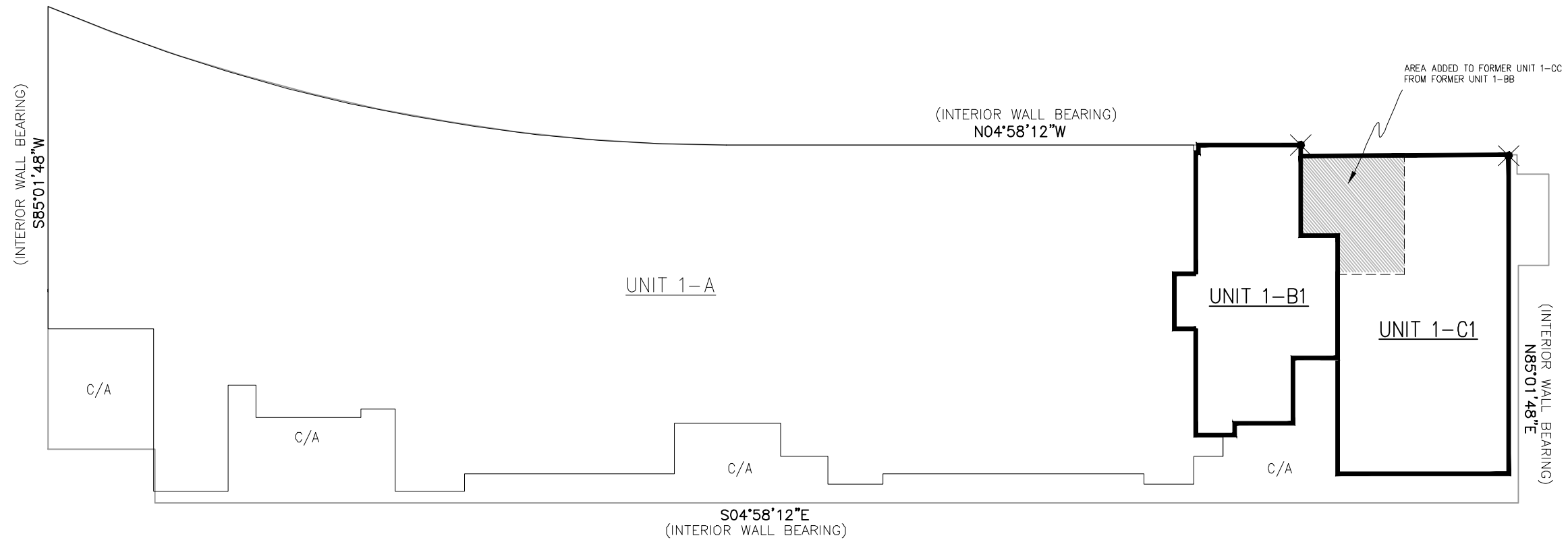
WHEREIN: THE BOUNDARY COMMON TO UNITS 1-BB AND 1-CC IS AMENDED.

JANUARY 2021  
PRELIMINARY PLAT



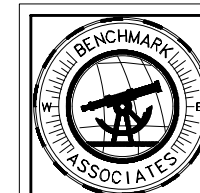
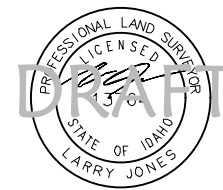
### LEGEND

- C/A = COMMON AREA
- = UNIT TIE POINT
- = UNIT BOUNDARY ELIMINATED



FIRST FLOOR PLAN: UNITS 1-A, 1-B1 & 1-C1

SCALE: 1" = 20'



## SWC CONDOMINIUMS: UNITS 1-B1 & 1-C1

LOCATED WITHIN: SECTION 12, T4N, R17E, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT USA

PROJECT NO. 20263	DWG BY: CPL	FILE: 20263PG1.DWG
PRELIMINARY PLAT	DATE: 01/20/2021	SHEET: 2 OF 3

PREPARED BY: BENCHMARK ASSOCIATES, P.A.

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# SWC CONDOMINIUMS: UNITS 1-B1 & 1-C1

LOCATED WITHIN: SECTION 12, T4N, R17E, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

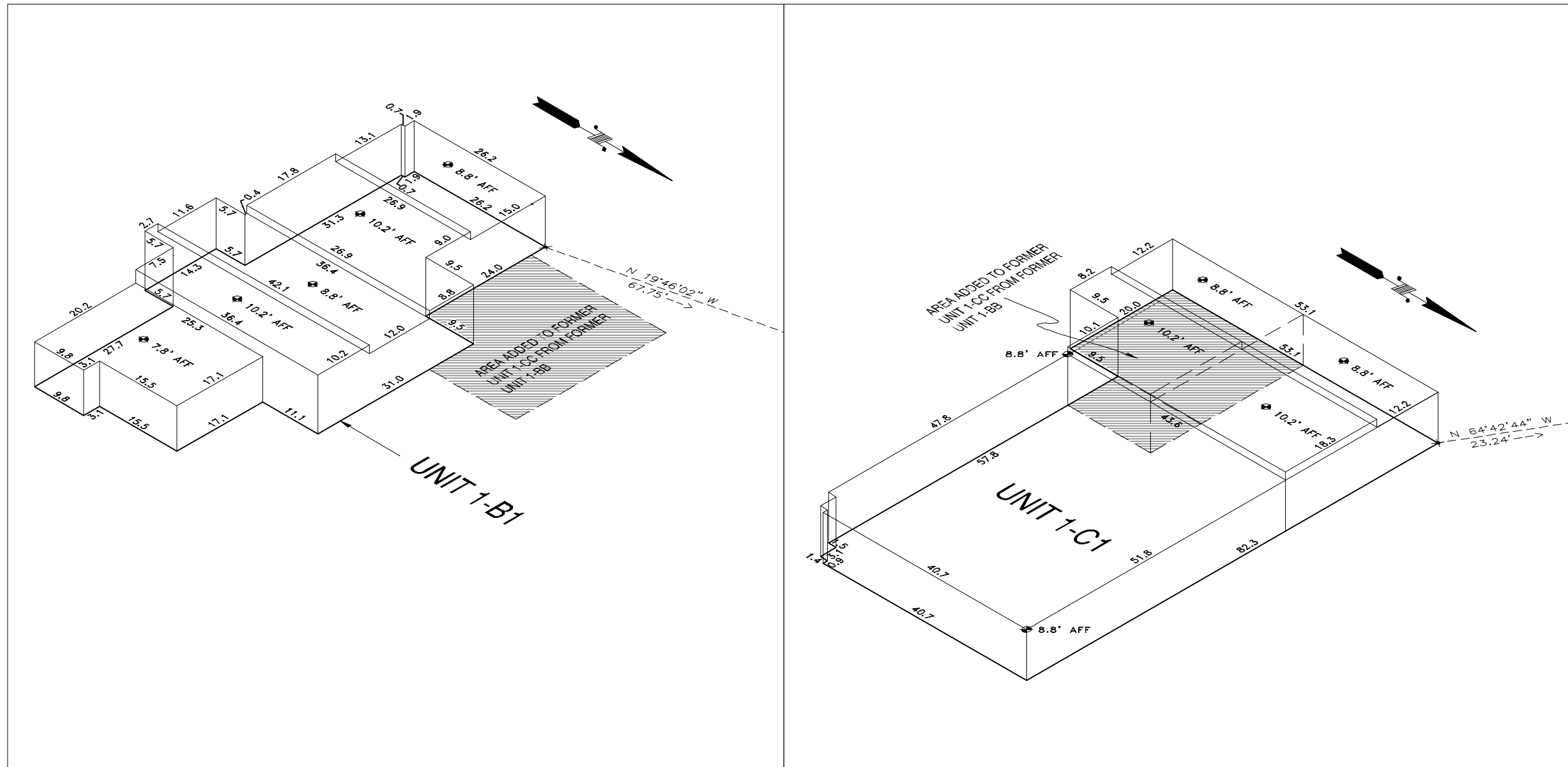
WHEREIN: THE BOUNDARY COMMON TO UNITS 1-BB AND 1-CC IS AMENDED.

JANUARY 2021

## PRELIMINARY PLAT

### LEGEND

- L/C LIMITED COMMON AREA
- C/A COMMON AREA
- ⊕ ELEVATION
- ✕ UNIT TIE POINT
- - - - - TIE TO TPOB
- - - - - UNIT BOUNDARY ELIMINATED



### FIRST FLOOR UNITS 1-B1 & 1-C1

F.F. ELEV. = 5831.1  
NOT TO SCALE

NOTE:  
F.F. - FINISHED FLOOR  
AFF - ABOVE FINISHED FLOOR



	<b>SWC CONDOMINIUMS: UNITS 1-B1 &amp; 1-C1</b>	
	LOCATED WITHIN: SECTION 12, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: SCOTT USA		
PROJECT NO. 20263 PRELIMINARY PLAT	DWG BY: ROB/CPL DATE: 01/20/2021	FILE: 20263UNITS.DWG SHEET: 3 OF 3

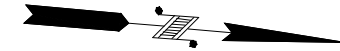
PREPARED BY : BENCHMARK ASSOCIATES, P.A.

# SWC CONDOMINIUMS: UNITS 1-B1 & 1-C1

LOCATED WITHIN: SECTION 12, T4N, R17E, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

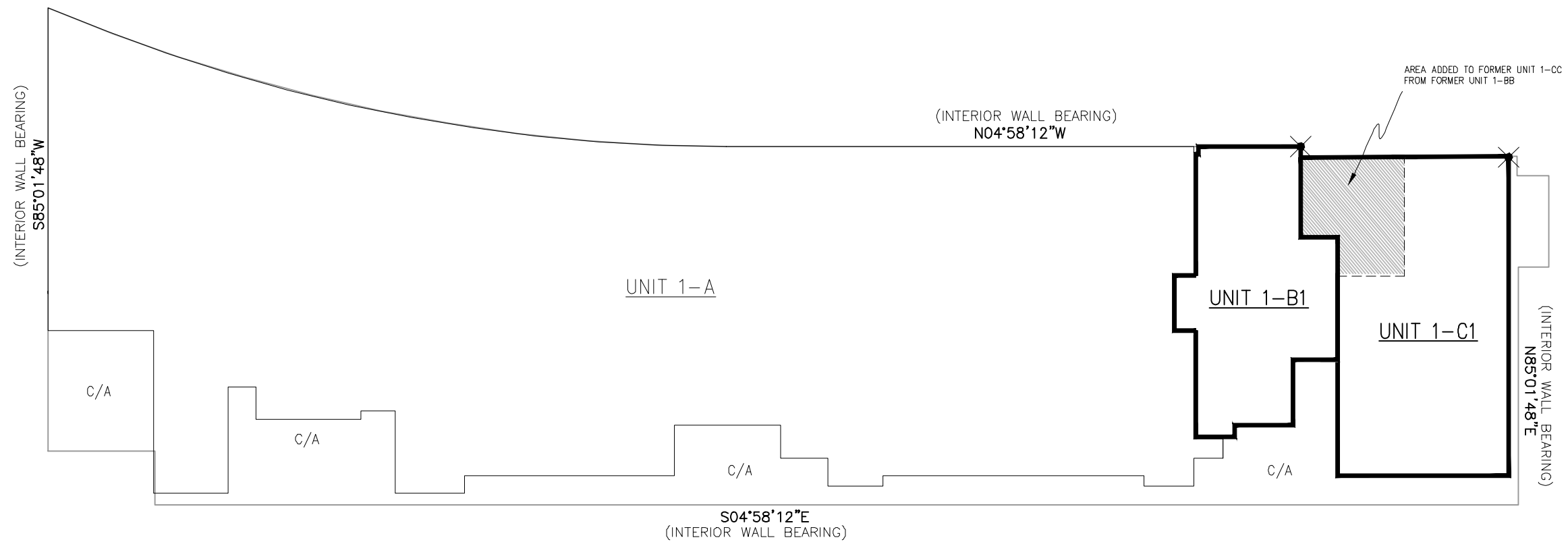
WHEREIN: THE BOUNDARY COMMON TO UNITS 1-BB AND 1-CC IS AMENDED.

JANUARY 2021  
PRELIMINARY PLAT

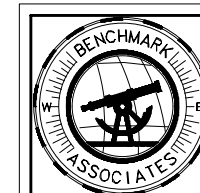
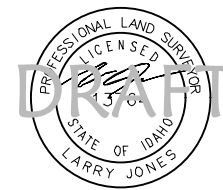


### LEGEND

- C/A = COMMON AREA
- = UNIT TIE POINT
- = UNIT BOUNDARY ELIMINATED



FIRST FLOOR PLAN: UNITS 1-A, 1-B1 & 1-C1  
SCALE: 1" = 20'



## SWC CONDOMINIUMS: UNITS 1-B1 & 1-C1

LOCATED WITHIN: SECTION 12, T4N, R17E, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT USA

PROJECT NO. 20263	DWG BY: CPL	FILE: 20263PG1.DWG
PRELIMINARY PLAT	DATE: 01/20/2021	SHEET: 2 OF 3

PREPARED BY: BENCHMARK ASSOCIATES, P.A.

G:\BMA\SWC Condo\scott building\2021 Unit 1 Replat\20263JUNK2.dwg, 1/20/2021 2:44:34 PM, DWG To PDF.pc3

# SWC CONDOMINIUMS: UNITS 1-B1 & 1-C1

LOCATED WITHIN: SECTION 12, T4N, R17E, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

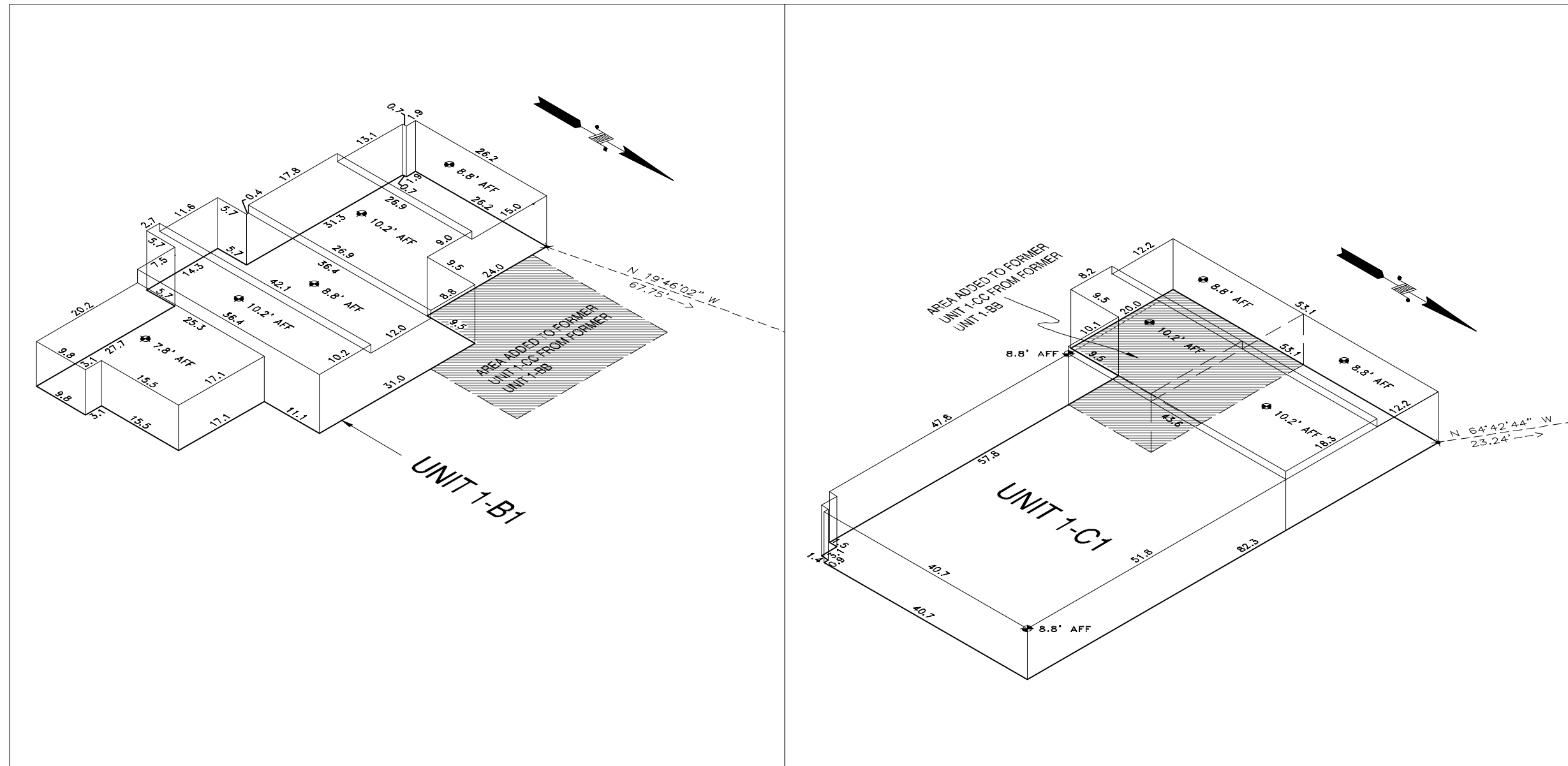
WHEREIN: THE BOUNDARY COMMON TO UNITS 1-BB AND 1-CC IS AMENDED.

JANUARY 2021

## PRELIMINARY PLAT

### LEGEND

- L/C LIMITED COMMON AREA
- C/A COMMON AREA
- ⊕ ELEVATION
- ✕ UNIT TIE POINT
- TIE TO TPOB
- - - UNIT BOUNDARY ELIMINATED



### FIRST FLOOR UNITS 1-B1 & 1-C1

F.F. ELEV. = 5831.1  
NOT TO SCALE

NOTE:  
F.F. - FINISHED FLOOR  
AFF - ABOVE FINISHED FLOOR



	<b>SWC CONDOMINIUMS: UNITS 1-B1 &amp; 1-C1</b>	
	LOCATED WITHIN: SECTION 12, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: SCOTT USA		
PROJECT NO. 20263 PRELIMINARY PLAT	DWG BY: ROB/CPL DATE: 01/20/2021	FILE: 20263UNITS.DWG SHEET: 3 OF 3

PREPARED BY : BENCHMARK ASSOCIATES, P.A.

### GUARANTEE

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

### STEWART TITLE GUARANTY COMPANY, a corporation, herein called the Company

### GUARANTEES

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

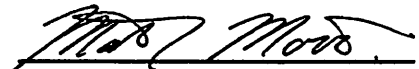
Dated: October 18, 2016

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned by:

  
Authorised Countersignature

**stewart**  
title guaranty company



**Matt Morris**  
President and CEO

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





**Denise Carraux**  
Secretary

## GUARANTEE CONDITIONS AND STIPULATIONS

**1. Definition of Terms** - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of impairing constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

**2. Exclusions from Coverage of this Guarantee** - The Company assumes no:

- (a) Taxes or assessments which are not shown as existing liens by the records of any authority that levies taxes or assessments on real property or by the public records
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water whether or not the matters excluded by (1), (2) or (3) are shown by the public records
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this guarantee, or title to streets, roads, avenues, lanes, ways, or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easement are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

**3. Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to t

For which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**4. No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this

Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of the Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this guarantee, the Company shall have the following additional options:
- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase.

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

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

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

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

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

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall

terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

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

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

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

**9. Limitation of Liability**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured written consent of the Company.

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

**11. Payment of Loss**

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

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

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

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

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the



parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

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

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

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

**LOT BOOK GUARANTEE  
SCHEDULE A**

**File No.:** 1619932

**Guarantee No.:** G-2222-000071594

**Date of Guarantee:** January 12, 2021 at 8:00 am

**Liability:** \$1,000.00

**Premium:** \$150.00

**A. Assured:**

Benchmark Associates PA

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

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

Condominium Unit 1B, as shown on the Condominium Map of SWC CONDOMINIUMS, recorded as Instrument No. 561095 and as defined and described in the Condominium Declaration for SWC CONDOMINIUMS, recorded as Instrument No. 561093, records of Blaine County, Idaho.

Condominium Unit 1C, as shown on the Condominium Map of SWC CONDOMINIUMS, recorded as Instrument No. 561095 and as defined and described in the Condominium Declaration for SWC CONDOMINIUMS, recorded as Instrument No. 561093, records of Blaine County, Idaho.

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

Warranty Deed, recorded as Document No. 562185, 640039 and 640701, conveying said real property to:

Scott USA, Inc. a Delaware Corporation, as to Unit 1BB

Robert McGowan, a married man as his sole and separate property, as to Unit 1CC

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

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

**C. Exceptions:**

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

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

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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.
8. General taxes for the year 2016 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2020, a lien in the amount of \$3,758.44, which the first half are paid and the second half are due June 20, 2021. (Parcel No. RPK094600001BB) (Unit 1BB)

Note: General taxes for the year 2020, a lien in the amount of \$3,781.00, which are paid in full. (Parcel No. RPK094600001CC) (Unit 1CC)

9. Levies and Assessments of Northwood Owners Association.
10. Levies and Assessments of SWC Condominium Association, Inc.
11. Power Line Easement, including the terms and provisions thereof in favor of Idaho Power Company, recorded March 2, 1950 in Book 159 of Deeds at page 360, as [Instrument No. 96884](#), records of Blaine County, Idaho.
12. Easement for Water and Sewer as reserved in that certain Warranty Deed recorded July 22, 1975, as [Instrument No. 160843](#), and Corrected Warranty Deed recorded November 21, 1975, as [Instrument No. 163037](#), records of Blaine County, Idaho.
13. Development Agreement, including the terms and provisions thereof by and between the City Of Ketchum, Idaho, a municipal corporation and Northwood Associates, an Idaho limited partnership and Northwood, Inc., an Idaho corporation, recorded December 28, 1983, as [Instrument No. 246771](#) and Amendments, as [Instrument No. 257981](#) and [274763](#), records of Blaine County, Idaho.
14. Underground Power Line Easement including the terms and provisions thereof in favor of Idaho Power Company, recorded October 16, 1985, as [Instrument No. 267445](#), records of Blaine County, Idaho.
15. Right-of-Way Easement, including the terms and provisions thereof, in favor of Mountain State Telephone and Telegraph Company, a Colorado corporation, as Grantee, recorded September 16, 1986, as [Instrument No. 276779](#), records of Blaine County, Idaho.

16. Underground Power Line Easement, including the terms and provisions thereof recorded December 29, 1992, as [Instrument No. 348372](#), records of Blaine County, Idaho.
17. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided by applicable condominium law or the Condominium Declaration and bylaws recorded in the following documents:
  - A. Declaration of Condominium Covenants, Conditions and Restrictions of SWC Condominiums recorded September 4, 2008 as [Instrument No. 561093](#), and Amended as [Instrument No. 641035](#), records of Blaine County, Idaho.
  - B. Condominium Plat and Diagrammatic Floor Plan of SWC Condominiums recorded September 4, 2008 as [Instrument No. 561095](#), records of Blaine County, Idaho.
  - C. Condominium Plat and Diagrammatic Floor Plan of SWC Condominiums: Units 1BB & 1CC recorded December 22, 2016 as [Instrument No. 640524](#), records of Blaine County, Idaho.
18. Right of First Refusal, including the terms and provisions thereof, as disclosed by a Memorandum of Right of First Refusal, by and between Robert McGowan and Katherine O'Malley and Scott USA, Inc., recorded September 10, 2008 as [Instrument No. 561217](#), records of Blaine County, Idaho.

## 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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> <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>
<b>What sharing can I limit?</b>	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, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

# CONDOMINIUM DECLARATION

FOR

## SWC CONDOMINIUMS

This Condominium Declaration for SWC Condominiums ("Declaration") is made this 8 day of AUGUST, 2008, by SWC, LLC, an Idaho limited liability company, and its successors or assigns ("Declarant").

### ARTICLE I. RECITALS AND CERTAIN DEFINITIONS.

#### RECITALS

WHEREAS, Declarant owns certain real property located at 110 Lindsay Circle within the city of Ketchum, Idaho, and described on Exhibit A attached hereto;

WHEREAS, this condominium declaration and the condominium plat referred to herein are intended to create condominiums and provide for condominium ownership under the Condominium Property Act of the State of Idaho

NOW, THEREFORE, the Declarant declares as follows:

#### CERTAIN DEFINITIONS

Section 1.1 Declarant. "Declarant" means SWC, LLC, and its successors and assigns.

Section 1.2 Real Property. The "Real Property" means that certain parcel of real property more particularly described on Exhibit A attached hereto and made a part of this Declaration.

Section 1.3 The Project. The term "Project" shall mean the entirety of the property divided or to be divided into condominiums.

### ARTICLE II. ADDITIONAL DEFINITIONS.

In addition to terms defined elsewhere in this Declaration, the following terms shall have the following meanings when used herein, unless the context otherwise requires:

Section 2.1 Assessment. "Assessment" means a share of the funds required for the payment of common expenses, including those expenses attributable to less than all Owners in the case of Limited Assessments, which, from time to time, are assessed against some of the Owners, and shall include Regular, Special, and Limited Assessments, as more particularly described in Section 10 herein.

Section 2.2 Association. "Association" means SWC Condominium Association, Inc., the association of Owners of Units formed under this Declaration.

#### Instrument # 561093

HAILEY, BLAINE, IDAHO

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Recorded for : SUN VALLEY TITLE CO

JOLYNN DRAGE Fee: 141.00

Ex-Officio Recorder Deputy

Index to: COVENANTS & RESTRICTIONS

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Section 2.3 Association Articles and Bylaws. “Association Articles and Bylaws” means the articles of incorporation and bylaws for the governance of the Association as set forth in Exhibit B attached hereto and by this reference made a part hereof.

Section 2.4 Board or Board of Directors. “Board” or “Board of Directors” means the duly elected board of directors of the Association.

Section 2.5 Building. “Building” or “Buildings” means structures containing the Units and Common Area, including the Limited Common Area, now or hereafter constructed on the Real Property.

Section 2.6 Common Area. “Common Area” means the entire Project excepting all of the Units. Common Area shall include all Limited Common Area, as the same is defined in Section 2.14.

Section 2.7 Condominium. “Condominium” means a separate interest in a Unit, together with an undivided interest in common in the Common Area as set forth in the Condominium Plat and the Declaration.

Section 2.8 Condominium Documents. “Condominium Documents” means the Association Articles and Bylaws and this Declaration.

Section 2.9 Condominium Plat. “Condominium Plat” means the plat map for SWC Condominiums, to be filed for record in the office of the County Recorder of Blaine County, Idaho, consisting of a plat or survey map of the surface of the ground and the air rights of the Real Property, showing a survey and legal description thereof, the location 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, Unit number identifying the Units and the Common Area, together with such other information as may be included therein in the discretion of the Declarant, as the same may be hereafter amended from time to time as provided herein.

Section 2.10 Legal Rate of Interest. “Legal Rate of Interest” shall be the rate of interest allowed on money due on the judgment of any competent court or tribunal as determined under the provisions of Idaho Code Section 28-22-104(2) or any successor provision of law.

Section 2.11 Limited Assessments. “Limited Assessment” means an assessment levied against an Owner or some but not all Owners by the Association for costs and expenses incurred by the Association for the construction, installation, maintenance, repair and replacement of Limited Common Area, and equipment and facilities located thereon, including any corrective action necessitated due to damage by the acts of any Owner or occupant of a Unit who is occupying a Unit with the consent, either express or implied, of such Owner, as more particularly described in Section 10.5(a) herein.

Section 2.12 Limited Common Area. “Limited Common Area” shall be as defined in Article III hereof.

Section 2.13 Mortgage. "Mortgage" means any mortgage, deed of trust, bond indenture, or other security instrument by which one or more Condominiums or any part thereof is encumbered.

Section 2.14 Mortgagee. "Mortgagee" means any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, bond trustee, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 2.15 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium or, with respect to the Residential Rental Units, such term shall also include the qualified lessee of each such Residential Unit. 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 2.16 Regular Assessment. "Regular Assessment" means an assessment by the Board to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Sections 10.2, 10.3 and 10.4 herein.

Section 2.17 Special Assessment. "Special Assessment" means an assessment by the Board for the purpose of defraying, in whole or in part, the costs of any new acquisitions and/or new capital improvement, construction or reconstruction, or unexpected or extraordinary repairs, maintenance or replacement of the Project or any part thereof, including, without limitation, snow and ice removal, or for any expenses incurred or to be incurred as provided in this Declaration, or in the event that the Regular Assessment assessed for any particular year is or will become inadequate to meet the expenses of the Association, such Special Assessment shall be authorized pursuant to the terms and conditions provided herein, as more particularly described in Section 10.5(b) herein, to cover those additional costs.

Section 2.18 Super Majority Consent. "Super Majority Consent" shall be as defined in Section 8.2 hereof.

Section 2.19 Unit. "Unit" means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames and trim, as such boundaries are shown on the Condominium Plat. All other portions of the walls, floors or ceilings (including walls common to separate Units) shall be a part of the Common Area. In addition, each Unit shall include the following: (a) all spaces, non-bearing interior partitions, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines, and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating, and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water, and air conditioning apparatus exclusively serving the Unit.

(a) The Project contains thirty-one (31) Units. A brief description of each Unit and the use of such Unit follows:



(i) Units 1A, 1B and 1C shall consist of commercial structures, the initial use of which shall be for office purposes and permitted uses in LI III zone in Ketchum, Idaho,, located on the first floor of the Building (the “Commercial Units”).

(ii) Units 2A, 2B, 2C, 2K, 2M, 2N, 2P, 2Q, 2R, 2S, 2T, 2U and 2V inclusive, are located on the second floor of the Building and are residential units which shall be deed restricted and owned and occupied by persons meeting income requirements promulgated by the City of Ketchum/Blaine County Housing Authority and which units shall be used only for residential purposes (“Community Residential Units”).

(iii) Units 2J and 2O, located on the second floor of the Building, are residential units which may only be used for residential purposes and which are deed restricted and owned by employers and leased to their employees meeting qualification and income requirements promulgated by the City of Ketchum/Blaine County Housing Authority (“Limited Community Residential Units”).

(iv) Units 2D, 2E, 2F, 2G, 2H, 2I and 2L, located on the second floor of the Building, and Units 3A, 3B, 3C, 3D, 3E and 3F inclusive, located on the third floor of the Building, are residential units which shall be used only for residential purposes (“Residential Condominium Units”).

(b) Notwithstanding the foregoing or anything else set forth herein, because a Unit may be designated for a particular purpose in this Declaration, any such designation shall not limit the purposes to which said Unit may be used; provided, the Board, by prior written approval, approves an alternate use. The purposes for which all Units may be used shall be only such use as is set forth above or which is approved by the Board and is approved under and pursuant to applicable governmental rules, regulations and ordinances relating to zoning and building uses, as the same may be amended from time to time and set forth in the Rules and Regulations as adopted by the Board as provided by Section 9.6 hereof. In addition, the basement floor of the Building must at all times be used as a parking garage and storage areas unless all Owners and their mortgagees otherwise consent in writing.

### **ARTICLE III. LIMITED COMMON AREA.**

Section 3.1 Limited Common Area. Limited Common Area, consists of such portions of the Common Area that are reserved for the exclusive use of one or more, but not all, of the Owners and subject to the maintenance obligations solely by the Owner or Owners of the Condominium or Condominiums to which it is appurtenant, which use is to the exclusion of all others except by invitation of such Owner or Owners of such Condominium Unit(s). Limited Common Area also includes the following:

(a) Automobile parking spaces located in the basement level of the Building. Each such striped parking space and enclosed garage shall be identified in the basement level with a plaque bearing the number of the Unit to which such parking area is appurtenant as set forth on Exhibit D hereto, and each such identified parking area shall be Limited Common Area appurtenant to the identified Unit and reserved for the exclusive use of the Owner of such

identified Unit for the parking only of a motor vehicle owned or leased by such Owner. Some Units have more than one parking space appurtenant to such Unit.

(b) Storage areas located in the basement level of the Building. Each such storage area shall be identified in the basement level with a plaque bearing the number of the Unit to which such storage area is appurtenant as set forth on Exhibit D hereto, and each such identified storage space shall be Limited Common Area appurtenant to the identified Unit and reserved for the exclusive use of the Owner of such identified Unit for storage of personal property of the Owner.

(c) Some Units have decks and patios as indicated on the Condominium Plat as Limited Common Area which shall be reserved for the exclusive use by the Owner of the Unit which adjoins such deck or patio and such Owner's invitees and guests.

Section 3.2 Obligation to Perform Maintenance. Whenever an Owner is required to maintain or perform maintenance to a Unit or a Limited Common Area which is appurtenant to said Unit, such maintenance shall be performed in a good and workmanshiplike manner in accordance with sound industry practices and shall in all regards equal or exceed the maintenance a reasonable, normally prudent property owner would undertake. If an Owner does not maintain its Unit or a Limited Common Area appurtenant to such Unit (collectively referred to herein as the "Owner's Property"), then the Association, or any other Owner, may, but shall not be required to, give written notice to said Owner (the "Non-Compliant Owner"), that the Non-Compliant Owner has failed to maintain the Owner's Property to the standard required under the terms of this Declaration, specifying in the notice the deficiencies in maintenance which are the subject matter of the notice. The Non-Compliant Owner shall perform the maintenance specified in the notice on or before thirty (30) days after receipt thereof provided, however, that if the maintenance to be performed shall reasonably take in excess of thirty (30) days to complete, then the Non-Compliant Owner shall be deemed in compliance with the notice if the Non-Compliant Owner, within said thirty (30) day time period, commences action to perform the maintenance and prosecutes such action to completion within a time period that, under all of the facts and circumstances then existing, is reasonable. In the event of an emergency condition requiring maintenance, the notice period shall be forty-eight (48) hours from the time of actual receipt of the notice by the Non-Compliant Owner. Should the Non-Compliant Owner fail to take the action necessary to maintain the Owner's Property as specified in the notice, then the Association or the Owner giving the notice, may take such action and charge all reasonable costs and expenses relating thereto to the Non-Compliant Owner. Said Non-Compliant Owner grants the Association and each other Owner, an easement over the Non-Compliant Owner's Property for the purpose of performing such maintenance to the extent necessary or required. The Non-Compliant Owner shall pay all costs incurred by the Association or any other Owner in performing said maintenance, plus actual, reasonable attorney fees incurred by the Association or the Owner in connection therewith. Expenses incurred by the Association may be assessed against a Non-Compliant Owner as a Limited Assessment in accordance with the provisions of Section 10.5 (a), below. Each Owner does hereby authorize the Association to perform or contract for the performance of all maintenance and operational work and professional services attributable to those Limited Common Areas constituting the vehicle parking spaces and storage areas located in the Building such as surface cleaning, resurfacing, restriping, lighting and other similar expenses. All of the expenses attributable to

such Limited Common Areas shall be assessed to the Owners of Units as to which such areas are appurtenant on a prorata basis based on the size of each space as a percentage of the total area occupied by space, taking into account the fact that some Units have more than one parking space and/or storage space appurtenant to such Unit and some storage spaces are larger than others.

**ARTICLE IV. STATEMENT OF INTENTION AND PURPOSE.**

Section 4.1 Declaration. Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, and improved and otherwise affected in any and all manners 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 its assigns and to all persons now owning or hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

**ARTICLE V. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP.**

Section 5.1 Estates of an Owner. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the Condominium Plat and this Declaration which sets forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth on Exhibit C. Exhibit C also contains a legal description of each Unit in the Project, consisting of the identifying number or letter of such Unit as shown on the Condominium Plat. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units. The allocation of Common Area, as set forth on Exhibit C hereto, is based upon the initial listed or offered sales price for each such Unit as a percentage of the total sales price of Units in the Project. Where a Unit has not been listed or offered for sale, the estimated market value of the Unit has been used.

Section 5.2 Combination of Units. Except as hereinafter provided, an Owner may physically combine the area or space of one (1) Unit with the area or space of one (1) or more adjoining Units owned by such Owner. Such combination shall not prevent separate ownership of such combined Units in the future. Notwithstanding the foregoing, no Community Residential Unit may be combined with another unit.

Section 5.3 Restrictions on Alienation and Subdivision. No Unit may be subdivided or divided further into separate Condominium Units. No Unit may be conveyed pursuant to a time-sharing plan. Any lease of a Unit shall include a provision that the occupant will recognize the Association as a landlord, solely for the purpose of having the power to enforce remedies for a violation of the Condominium Documents against the Tenant, provided the Association gives the Unit Owner landlord notice of its intent to so enforce and a reasonable opportunity to cure

the violation directly, prior to the commencement of an enforcement action. No Community Residential Unit and no Limited Community Residential Unit may be occupied by persons other than the Unit Owner and his or her relatives, or sold, leased, or rented in violation of rules or regulations promulgated by the City of Ketchum/Blaine-Ketchum Housing Authority.

Section 5.4 Title. Title to a Condominium may be held or owned by a person or an entity in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 5.5 Inseparability. Except as specifically provided in the Declaration, no part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration.

Section 5.6 Partition Not Permitted. The Common Area, including the Limited Common Area, shall be owned in common by all owners of the Condominiums, and no Owner may bring any action for partition thereof.

Section 5.7 Use of Common Area, and Limited Common Area and Units. Subject to the limitations contained in this Declaration, each Owner and its customers and invitees shall have the nonexclusive right to use and enjoy the Common Area, and each Owner and its customers and invitees shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner.

(a) Unit Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, and doors and to clean the interior surfaces of the windows, all of which form the boundaries of his/her Unit and all walls, ceilings, floors and doors within such boundaries. Notwithstanding the foregoing, no tile or other hard surface floor covering, including uncovered wooden floors, shall be installed in any of the Community Residential Units, Limited Community Residential Units or Residential Condominium Units without the prior written approval of the Association.

(b) Advertising Signs. Except for any business signs originally installed by the Declarant for the business operation conducted on the first floor of the Project, no Owner may place upon any of the Common Area any advertising signs without written permission of the Association.

(c) Unit Use. The Units shall be utilized only for the purposes set forth in Section 2.19(a) and for no other purpose without the written permission of the Association.

(d) Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written

consent of the Association. Nothing shall be altered on, constructed in, or removed from, the Common Area except upon the prior written consent of the Association.

(e) Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of 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 him or his invitees; provided, however, that 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 Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully occupying any Unit in the Project.

(f) Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of repair, and shall keep the Limited Common Area designated for use in connection with his Unit in clean, sanitary, and attractive condition, and shall keep any electrical, plumbing, cooling, sewer and water lines and heating equipment serving his Unit exclusively in a good state of maintenance and repair.

(g) Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical, or similar work within the Common Area shall be done by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

(h) 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 Project so as to render any portion of the Project unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Without limiting the generality of any of the following provisions, no exterior speakers (except those connected to wiring initially installed by Declarant), and no horns, whistles, bells, or other sound devices (other than devices used exclusively for security purposes) shall be located, used, or placed on any such property without the prior written approval of the Association.

(i) Outside Installations. No apparatus shall be installed on the exterior of the Building or be allowed to protrude through the walls, the windows, or the roof of the Building, unless the prior written approval of the Association is secured. No satellite dish or antennae of

any type may be installed on any of the Common Area, including the Limited Common Area decks, nor any portion of any Unit inasmuch as Declarant has provided digital cable capacity to each Unit.

(j) Window Coverings. The Community Residential Units and the Limited Community Residential Units have been provided with window coverings by the Declarant and no other window coverings may be installed or replaced in such Community Residential Units without the prior written consent of the Association. All other window coverings which are visible to outside view shall be esthetically harmonious with the exterior design, color and coverings for other Units as determined by the Association.

(k) Refuse Disposal. No garbage, refuse or other disposed or discarded personal property shall be deposited by any Owner in or about the Common Area, including the Limited Common Area, and all of same shall be deposited in trash receptacles located in each Unit or in such other disposal facilities provided in the Project by the Association and if not so located or if full, then all of same shall be transported to municipal trash reception facilities.

(l) No Clothes Drying. No clothes lines or other exterior clothes drying apparatus shall be placed, contained, or maintained on the Common Area, including any Limited Common Area.

(m) Prohibited Use on Decks. No portion of the Limited Common Area decks shall be used for the storage of bicycles or other sporting equipment or for the storage of any item of personal property. Outdoor furniture, landscaping, potted plants, or other decorative items are permitted provided they do not exceed 4' in height. All outdoor barbeques must have the approval of the Association. Fuel for the use of the barbeques will be limited to natural gas or liquid propane. No charcoal briquettes, wood of any type or synthetic burning material will be allowed. All barbeque units shall have a cover.

(n) Pets. No animal, bird or reptile of any kind shall be raised, bred, or kept in a Unit or any portion the Common Area, provided however, that an Owner may keep in any Unit no more than one (1) dog, being of gentle disposition and not prone to excessive barking, and one (1) cat, or some other combination of either dogs or cats totaling not more than two (2) animals, except that two pets of the same type will be allowed in Units that are 1400 square feet or larger.. Such pets shall not be permitted upon the Common Area, including the Limited Common Area, unless accompanied by an adult and unless carried or leashed and no pet shall be allowed to remain in the basement level of the Building. Any Owner who keeps and maintains any pet upon any portion of the Project shall be deemed to have indemnified and agreed to hold the Association, Directors, and each Owner and the Declarant harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Project. Any pet causing or creating a nuisance, danger to humans, or unreasonable disturbance or noise shall be permanently removed from the Project upon three (3) days' written notice from the Association. The Owner of a Unit housing a pet shall be responsible for cleaning up any waste deposited by the pet on the Project and for reimbursing the Association for any damage caused by the pet to the Project. Companion or helper animals, including seeing eye dogs and hearing ear dogs, are permitted within the Project.

(o) Occupancy Restrictions. No Community Residential Unit, no Limited Community Residential Unit and no Residential Condominium Units shall be occupied overnight by more than two (2) persons for each bedroom located within each such Unit as originally designed and constructed by Declarant.

(p) Parking. No portion of the Common Area including any Limited Common Area shall be utilized for the parking for any motorized vehicle. Except as hereafter provided, the parking of motor vehicles within the Project shall only take place within the subterranean garage portion of the Project and only within the Garage Units located therein or the striped parking spaces located in such garage. The Common Area on Lindsay Circle will include a limited number of "on street" parking spaces, which will be available to Condominium Owners on a "first come, first served" basis. This parking area will be designated and limited to one parking space per Condominium Unit.

Section 5.8 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 may pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against its Condominium, or interest therein, or its 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 its interest in the Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the Legal Rate of Interest from and after the time the same is paid by the Association and shall be secured by the lien created by Section 10.6 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Area shall be apportioned among the Owners of Units as provided in Article X hereof.

Section 5.9 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction or repair of the Project or any part thereof in accordance with the original plans for the Project and any encroachment due to building overhang or projection.

Section 5.10 Easements of Access for Repair, Maintenance, and Emergencies. Portions of the Common Area and/or any easement areas granted pursuant to this Declaration are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of Units shall have the irrevocable right to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the construction, installation, inspection, operation, maintenance, repair, or replacement of any of the Common

Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements or facilities located within the Common Area, or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units, or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent from any agency relationship. Damage to the interior of any part of a Unit or Units necessarily resulting from authorized acts of the Association and not due to the negligence of the Association shall be a Common Area expense. The rights herein granted shall be exercised by Owners or the Association in a reasonable fashion, taking into account ongoing business operations in the Unit in which access is sought. Such access shall be at such times of day and in such a manner so as to minimize, to the greatest extent feasible, disruption to ongoing business operations. If access to any Unit shall cause such Unit or portion thereof to be vacated and business operations therein terminated or disrupted, the Owner of such Unit shall retain the right to recover damages resulting from same.

Section 5.11 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to her/his Unit and to the Limited Common Area designated for use in connection with his/her Unit and shall have the right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

Section 5.12 Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to grant utility easements, alter the Common Areas, and construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

Section 5.13 Easements and Utilities. In order to adequately serve each Unit and the Common Area, utility facilities may be constructed within and may encroach on the Common Area to the extent reasonable and only then to the extent minimally required for the intended purpose. An easement for such encroachment and for access for the maintenance of the same shall and does exist.

Section 5.14 Contractor's Right Incident to Construction. Subject to the provisions of Section 5.18 hereof, the contractors employed by Declarant or any of them, and all of their subcontractors shall have the right to ingress and egress over, upon, and across the Common Area and the right to make such other use thereof as may be reasonably necessary incident to complete development of the Project. Access for any authorized repair, reconstruction or replacement of any portion of the Project in any area other than the Common Area shall be subject to the advance written consent of the Owner over whose Unit access is sought, which consent shall not be unreasonably withheld. Such consent may be premised on the Contractor seeking access complying with such reasonable requirements of the Owner designed to minimize the disruption of the Owner's business operations in the Unit. Losses experienced by the Owner of the Unit accessed shall be compensated by the Contractor in the same manner as set forth in Section 5.11, above.



Section 5.15 Easements for Pedestrian Ingress and Egress. There is hereby created an easement for pedestrian access, ingress, and egress over and across the Common Areas for the benefit of the Owners of Condominium Units and their respective guests, tenants and licensees. Owners of the Garage Units and their invitees, permittees and agents shall have, and there is hereby created, an easement through and across the parking garage and the exit ways providing ingress and egress thereto as a means of entering or exiting the Garage Units. All of the easements and covenants referred to in this Section 5.16 shall run with the land and may not be dissolved except with the prior written consent of all Owners and their mortgagees.

Section 5.16 Easement for Storm Drains and Sanitary Sewer Lines. All storm drains carrying storm runoff water from the Condominiums or adjoining lands and located on the Project and all sanitary sewer lines within the Building, whether or not express easements are provided for same, are hereby granted express easements for their installation, repair and maintenance. Storm drains and sanitary sewer lines and laterals serving a Unit and sewer mains shall be maintained as common expenses by the Association pursuant to Section 9.3. These easements shall run with the land and may not be dissolved except upon the prior written consent of the City of Ketchum, Idaho.

Section 5.17 Easements for Future Construction/Construction Requirements. Each Owner has the right to engage in construction activities on such Owner's Unit(s). The Unit Owner undertaking such future construction shall bear all costs related thereto and shall repair to the original specifications any damage to the other Units resulting from such future construction. Such Owner performing such future construction shall first give the other Owners notice of such Owner's intention to undertake such future construction, which notice shall contain a detailed description of the future construction to be undertaken. The notice shall be given on or before fifteen (15) days prior to commencing work on the future construction. Any Owner shall have the unrestricted right to participate in the normal governmental public hearing and comment process with respect to such future construction, but shall not have any independent rights to review or comment upon the plans for the future construction.

It is expressly understood that any future construction shall not (a) jeopardize the soundness or safety of the Building, reduce the value thereof, violate any applicable zoning restriction, building codes, or other applicable governmental law or regulation; (b) require any change, modification, or alteration of any nature to any Unit, the full cost of which is not paid by the Unit Owner proposing such future construction and which is consented to by the Owner of the Unit in question; or (c) endanger or effect in any material adverse manner the safety, utility or component of any portion of the Building or any Unit. In the event any such construction plans or future construction do not satisfy the requirements of (a), (b) or (c) above, any Unit Owner may provide such constructing Owner with written notice of such failure. The Owners agree to work together in good faith to satisfactorily resolve any such issues. In the event a satisfactory resolution of any of the matters specified in (a), (b) or (c) in the written notice to the Owner proposing or engaging in the construction cannot be made, the matter shall be submitted to the dispute resolution procedures contained in Article XVIII of this Declaration.

Section 5.18 Easement for Future Construction. There is hereby created an easement over and across the Common Areas for the benefit of any Owners engaging in future construction activities. During the course of any construction work performed pursuant to the

terms of this easement, the Unit Owner performing such work and its contractors and agents may erect construction barricades, fences and other devices around active construction areas in accordance with good construction practices and in such attractive manner as is practicable and feasible. All of such future construction shall be conducted so as to minimize, to the fullest extent reasonable and practicable, any inconvenience or business interruption to the existing Units or the customers thereof.

Section 5.19 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and retain the reciprocal easements and create the covenants contained in this Condominium Declaration, even though no specific reference to such easements or covenants appears in any such conveyance.

#### **ARTICLE VI. 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 or letter shown on the Condominium Plat and by reference to this Declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

Condominium Unit \_\_\_\_\_ as shown on the plat of SWC Condominiums: Phase 1, appearing in the Records of Blaine County, Idaho as Instrument No. \_\_\_\_\_ and as defined and described in that Condominium Declaration for SWC Condominiums recorded in the Records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_, as amended and supplemented from time to time.

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 VII. MECHANIC'S LIEN RIGHTS.**

Section 7.1 In General. No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested 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 of materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Condominium. Nothing herein shall subject an Owner who is a governmental entity to mechanic's liens.

against the Common Area, including the Limited Common Area or the Unit of another Owner, then the Owner whose activities gave rise to the lien (the “**Indemnitor**”) shall (i) indemnify and hold the Association and all other affected Owners (collectively the “**Indemnitee**”) harmless from and against all costs, expenses, claims, causes of action, attorney and professional fees, lawsuits and damages, direct or consequential (collectively “**Claims**”) which the Indemnitee may incur or suffer as a result of the lien; and (ii) the Indemnitor shall on or before fifteen (15) days after the filing of the lien cause the same to be removed as the lien against the Common Area, including the Limited Common Area and any other Unit, by payment, bond or any other lawful means, satisfactory to the Indemnitee, and any lender or mortgagee whose interest in the Project is effected by the lien. In the event the Indemnitor shall fail to comply with the provisions of subsection (ii), above, within the time period therein specified, the Indemnitee may, but shall not be obligated to, cause the lien to be removed, by payment, bonding or other means, without inquiry into the validity thereof, and in such event, the entire cost incurred by the Indemnitee in so doing, together with its actual, reasonable attorney fees, shall be due and payable by the Indemnitor on or before twenty (20) days after written demand. If the Indemnitor shall fail to pay such costs within the time period so specified, then the Association is hereby authorized to assess such costs against the Indemnitor in the manner provided in Article X below, and upon collection, to distribute the same to the Indemnitees. Nothing herein shall be construed as preventing an Indemnitee from bringing an action against the Indemnitor in order to enforce the terms, covenants and conditions of this Article VII, and in the event any such suit is brought, the Indemnitee, if successful in the action, shall be entitled to collect all attorney fees and costs incurred in connection therewith.

#### **ARTICLE VIII. THE ASSOCIATION.**

Section 8.1 Membership. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be held by all such persons jointly. An Owner shall be entitled to one membership for each Condominium owned by such Owner. No person or entity other than an Owner may be a member of the Association. 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 8.2 Voting Rights. The total number of votes which may be cast by all members of the Association shall be set forth in the Association Bylaws. Voting shall always be divided among Units in the same proportion as is the percentage of ownership interest in the Common Area as set forth on Exhibit C. When more than one (1) person holds such interest in any Condominium Unit, all such persons shall be Members, but all such persons shall only be entitled to the number of votes established for such Unit and all such votes must be cast, if at all, as a single block of votes on behalf of such Unit. Unless otherwise provided for herein, all matters submitted to a vote of the Association shall be determined, made, approved or authorized upon a majority vote (51% or more of the total votes) of the Owners, i.e. the votes entitled to vote on a matter cast in favor exceed those opposed. Specific provisions of this Declaration may require “Super Majority Consent,” in which event, voting rights shall be governed by the following definition. When Super Majority Consent is required, then the Owners of Unit 1A and at least one Owner of a Residential Condominium Unit must consent to the action being

proposed by a majority vote, or such action shall not be permitted. If the Owners of Unit 1A and at least one Owner of a Residential Condominium Unit cannot agree, then either the Owner of Unit 1A or any Owner of a Residential Condominium Unit may request dispute resolution under the provisions of Article XVIII, below, or binding arbitration before a panel of three (3) arbitrators in accordance with the rules of the American Arbitration Association then in effect. The place of arbitration shall be Ketchum, Idaho. Each party shall pay their own attorney fees but shall divide the cost of the arbitration equally between them. The decision of the arbitrators shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Section 8.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 8.4 Amplification. The provisions of this Article VIII are amplified by the Bylaws to the extent such Bylaws are not inconsistent with this Article VIII. No present or future provision of the Bylaws shall alter or amend any of the rights or obligations of the Owners contained in this Article VIII.

#### **ARTICLE IX. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.**

Section 9.1 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, the Association Bylaws, and the provisions of this Declaration.

Section 9.2 Adoption of Bylaws. Upon the execution and the filing of this Declaration, Declarant shall file the Articles and adopt the Bylaws. At the same time, Declarant will appoint an interim Board of Directors to serve until their successors are elected as provided in the Bylaws. Such interim Board may appoint an interim manager or managing agent for the Project on behalf of the Association, and such interim manager or managing agent shall have such authority, control and responsibility for the management, operation, and maintenance of the Project until a replacement is appointed by the duly elected Board.

Section 9.3 The Common Area. The Association, subject to the rights of the Owners set forth in Article V hereof and except as specifically provided in Article III hereof as to special allocations of Common Area costs and responsibilities, shall be responsible for the exclusive management and control of the Common Area (excluding the Limited 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. Each Owner of a Unit shall keep the Limited Common Area designated for use in connection with his/her Unit in a clean, sanitary, and attractive condition and shall maintain and repair any utility equipment servicing her/his Unit exclusively, at such Owner's sole cost and expense. The specification of duties of the Association with respect to a particular Common Area shall not be construed to

limit its duties with respect to other Common Areas as set forth in the first sentence in this Section 9.3. The cost of such management, maintenance, and repair by the Association shall be assessed to Owners as provided in Article X except as provided otherwise in Article III hereof.

The Association 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 the Association as attorney in fact for such purpose, provided that Super Majority Consent is first obtained.

Section 9.4 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration.

Section 9.5 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 their respective interests in the Common Area. 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 a foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 9.6 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association 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.

Section 9.7 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Association Bylaws and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9.8 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any actions that would impair an Owner's right to enjoy and use its Unit as set forth herein.

## **ARTICLE X. ASSESSMENTS.**

Section 10.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project and for and as the Owner of the Project and every part thereof, hereby covenants and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association Regular Assessments made by the Association for the purposes provided in this Declaration, Limited Assessments, if applicable, and Special Assessments for capital improvements and other matters as provided in this Declaration. Such Assessments shall be fixed, established, and collected from time to time in the manner provided in this Article X.

Section 10.2 Amount of Total Periodic Regular Assessments. The total periodic Regular Assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area not maintained or operated by the Owners as provided in Article III, 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, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of reasonable contingency reserve, surplus, and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Notwithstanding the foregoing or anything else set forth herein, or in the Articles or By-Laws, Declarant shall pay all operating expenses of the Association until the earlier of the first day of the first complete calendar month after (i) an Owner is issued a certificate of occupancy for the improvements constituting the Owner's Unit; or (ii) an Owner commences business operations in Unit 1A. Notwithstanding the foregoing, the maximum monthly assessment for a Community Residential and a Community Residential Unit shall be One Hundred Dollars (\$100) plus three (3) percent per year from and after calendar year 2008.

Section 10.3 Apportionment of Periodic Regular Assessments. To the extent not otherwise allocated to or required to be paid by a particular Owner, expenses attributable to Common Areas shall be apportioned to Owners of each Unit in the same percentage as their ownership interest in the Common Areas as set forth on Exhibit C hereto. To the extent such expenses attributable to a Community Residential Unit or a Community Residential Unit exceed the maximum amount provided by Section 10.2 above, the excess of such expenses shall be apportioned to the Owners of Commercial Units and Market Rate Units in the same rates as the percentage for each of such Units bears to the combined percentages of all of the Commercial Units and the Market Rate Units.

Section 10.4 Notice of Periodic Regular Assessments and Time for Payment Thereof. The Association shall make Regular Assessments, which Regular Assessments shall be levied annually, quarterly, or monthly as the Association shall from time to time determine. No

payment shall be due less than thirty (30) days after written notice has been given. Each Regular Assessment shall bear interest at the Legal Rate of Interest from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give written notice of the Regular Assessment shall not affect the liability of the Owner of any Condominium for such Regular Assessment, but the date when payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall have been given.

Section 10.5 Limited Assessments; Special Assessments.

(a) Limited Assessment. Unless otherwise provided in this Declaration, a Limited Assessment may be levied against any affected Owners for any construction, maintenance, inspection, installation, repair and replacement of any Limited Common Areas, including, without limitation the parking spaces appurtenant to Units. A Limited Assessment may be levied on Owners who fail to cause maintenance, replacement and upkeep of the Owner's Unit as provided in this Declaration to be timely performed, such levy to be in amounts expended by the Association to perform the same. Limited Assessments may also be made by the Association for any other purpose described in this Declaration, referencing this Section 10.5 (a).

(b) Special Assessments. In the event that the Association shall determine that Regular Assessments for any given calendar year is or will be inadequate to pay the expenses of the Association, the Association may levy a Special Assessment payable over such period as the Association may determine, for the purpose of defraying in whole or in part such expenses, including, without limitation: the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof or for any other expense incurred or to be incurred as provided in this Declaration. This Section 10.5(b) shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article X. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner as provided in Section 10.3 of this Article X. 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 and 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 to said Owner or Owners as further described in Section 3.5 above. The Board shall levy a Special Assessment against the Owner or Owners of any such Unit to pay for the cost of such maintenance and repair, any other costs or expenses arising out of or incident to such maintenance and repair, and the Special Assessment therefor. A Special Assessment shall bear interest at the Legal Rate of Interest from the date it becomes due and payable if not paid within thirty (30) days after such date. Any Special Assessment levied against a Community Residential Unit may be paid in not less than twelve (12) equal monthly installments.

Section 10.6 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article X, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of Assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and assessment liens on the Condominium in favor of any governmental assessing authority; and (b) labor or materialmen's liens, to the extent allowed by law. The secured party under a valid first Mortgage, duly recorded with the Blaine County Recorder as to a Condominium, shall be entitled to cure a default in payment of Assessments by paying all past due Assessments which accrued no more than sixty (60) days prior to the date that such secured party was first notified by mail of such Owner's failure to pay Assessments past due. In the event of foreclosure on any such first Mortgage, the holder thereof shall take the Condominium interest subject to all unpaid Assessments, except to the extent that such liability has been limited by exercise of the cure option set forth in the immediately preceding sentence. All other lienors acquiring liens on any Condominium after the proper recordation of this Declaration shall be deemed to consent that such liens are 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 X, the Association may prepare a written notice of Assessment setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium, and a description of the Condominium. Such notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of Assessment shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such Assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of Assessment, and all reasonable attorney 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 prior to commencement of foreclosure and during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded with the Blaine County Recorder 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 10.6, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Section 10.7 Personal Obligation of Owner. In addition to any liens against a Unit, the amount of any Regular 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 his/her Condominium.

Section 10.8 Statement of Account. Upon payment of a reasonable fee, not to exceed Twenty-Five Dollars (\$25.00) on or before ten (10) days after written request from any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Condominium, the amount of the current Regular 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 ten (10) days, all unpaid Assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid Assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the 10-day period provided herein, and the purchaser subsequently acquires the Condominium.

Section 10.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 10.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid Assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

## **ARTICLE XI. INSURANCE.**

Section 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho, provided such insurance is available and/or realistically affordable. In the event the Association determines that any of the following insurance coverages are not in the opinion of the Association available and/or realistically affordable, it shall so notify each Owner and each Owner may obtain any such insurance for such Owner or its Unit at the sole cost and expense of such Owner. 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, and any obligations or commitments for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage to the extent attributable or properly allocable to the Project, whether or not the same is also a personal obligation of the purchaser or purchasers of any Condominiums, shall become an obligation of the Association and shall be paid for out of Association funds.

(a) Casualty Insurance. The Association shall obtain a policy or policies of insurance covering loss or damage from fire, with extended coverage endorsement, and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the Units and Common Area.

(b) Public Liability and Property Damage Insurance. The Association shall obtain a policy or policies insuring the Association, the Board of Directors, the Unit Owners, and the managing agent, against liability to third parties or to the Owners and their invitees or tenants, for personal injury and property damage, and such other similar risks as may be typically insured against, incident to the ownership or use of the Project. There may be excluded from such policy or policies coverage of a Unit Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omission of such Unit Owner and liability incident to the ownership and/or use of the part of the Project as to which such Unit Owner has the exclusive use or occupancy. Limits of liability under such insurance shall not be less than Two Million Dollars (\$2,000,000) on a combined single limit basis. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

(c) Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation, employer's liability insurance, and all other similar insurance in respect of employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.

(d) Directors Omission Coverage. The Association shall purchase Directors Omission coverage insuring officers, directors and the other eligible employees and members of the Association against errors and omissions occurring during the performance of their duties and obligations to the Association.

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

Section 11.2 Casualty and Public Liability Insurance. The Association may, at the request of and at the sole cost of individual Owners, obtain casualty and public liability insurance coverage in amounts it may select with respect to such requesting Owners' activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

Section 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after

thirty (30) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to 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, employees, and agents and against each Owner and each Owner's employees, agents, and guests, shall provide that the insurance cannot be canceled, invalidated, or suspended on account of the conduct of the Association, the Board, employees, and agents or 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 11.4 Owner's Responsibility. Each Owner shall be responsible for obtaining casualty and public liability insurance coverage within each individual Unit for activities of the Owner, not acting for the Association, with respect to the Common Area, unless the Association pursuant to Section 11.2 hereof elects to arrange for such insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner shall be the responsibility of Owners.

Section 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article XI. The Association shall by Super Majority Consent of the Members, apportion the proceeds to the portions of the Project which have been damaged in a fair and equitable manner. 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 (which determination shall be made by Super Majority consent), the proceeds shall be distributed as determined by Super Majority Consent of the Members. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.6 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.1 and 11.2 hereof, each Owner may obtain insurance at her/his own expense providing coverage upon his/her Condominium, upon her/his personal property, and/or for his/her personal liability and covering such other risks as she/he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article 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 agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

Section 11.7 Actions Affecting Cost and Coverage of Insurance. Nothing shall be done or kept in any Unit or in the Common Area which will increase the cost of insurance on the Common Area. No Owner shall permit anything to be done or kept in her/his Unit or in the Common Area which will result in cancellation of insurance on any Unit or any part of the Common Area.

**ARTICLE XII. CASUALTY DAMAGE OR DESTRUCTION.**

Section 12.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which terms and conditions bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires her/his Condominium.

Section 12.2 Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Common Area or Limited Common Area, and provided that the decision under Section 11.5 above has been made to rebuild, then the Association shall obtain estimates that it deems reliable and complete for the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.3 Repair or Reconstruction. As soon as practicable after receiving those estimates described in Section 12.2, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Common Area or Limited Common Area damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction. Such repair or reconstruction shall be substantially in accordance with the original plans and specifications of the Project, as modified at the time of the damage or destruction, taking into account any changes mandated by applicable governmental agencies, or in accordance with other plans and specifications approved by Super Majority Consent. Provided, however, any changes to the plans and specifications must be made in a way that does not materially change the size or functionality of any Units, the Owners of which did not vote for the modified plans and specifications.

In addition to the foregoing, in the event only one Owner is affected, that Owner may elect to repair or reconstruct his/her Unit without the required consents set forth in this Section 12.3.

Section 12.4 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association or for an Owner, as applicable, 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, by Super Majority Consent, pursuant to Article X 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 X. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.5 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 12.4 constitute a fund for the payment of costs of repair and reconstruction after

casualty. It shall be deemed that the first money disbursed in payment for costs 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 12.4 of this Declaration.

Section 12.6 Decision Not to Rebuild. If the Owners by Super Majority Consent agree not to rebuild as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

### **ARTICLE XIII. OBSOLESCENCE.**

Section 13.1 Sale of Obsolete Units. A Super Majority Consent of Owners may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney in fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Plat, and the Association Bylaws. The sale proceeds shall be apportioned among the Owners in proportion to the respective appraised value of the Condominiums exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account, the Association as attorney in fact shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

### **ARTICLE XIV. CONDEMNATION.**

Section 14.1 Definition. For the purposes of this Article XIV, the term "Condemnation" or the phrase "taken under the power of eminent domain," or similar language, shall mean and include any sale, conveyance, court ordered or other transfer, made in settlement of or in connection with the exercise of authority by any public or private entity having the power to acquire real property rights through governmental action or statutory authority. As used herein, the term "Award" shall mean and include any consideration received or to be received as a result of a Condemnation or a taking under the power of eminent domain.

Section 14.2 Taking of a Unit. In the event all or any part of a Unit is taken under the power of eminent domain, the Owner of the Unit is entitled to receive the entire Award for the taking of all or any part of the Owner's Unit and for all consequential damages to the Unit.

Section 14.3 Taking of Limited Common Areas. In the event any Limited Common Areas of the Condominium are taken under the power of eminent domain, any Award for the taking of such Limited Common Areas shall be payable to the Association, but shall be allocated to the Owners of the Units to which the use of those of Limited Common Areas is restricted in proportion to their respective percentage interest in the Common Areas. The Association shall

have no separate claim to any such Award for the taking of a Limited Common Area. The rights of Unit Owners to receive payment for a taking under the power of eminent domain of any Limited Common Area is subject to the right and obligation of all Unit Owners and the Association to rebuild as set forth in Section 14.5 below.

Section 14.4 Taking of Common Area. Subject to the obligations of Unit Owners and the Association to rebuild set forth in Section 14.5 below, any Award received for the taking under the power of eminent domain of the Common Areas of the Condominium shall be allocated and paid to all Owners in proportion of their respective percentage interests in the Common Areas. Payment to Owners shall be subject to the rights of mortgagees under any instrument granting said mortgagees a security interest in the Unit in question.

Section 14.5 Obligation to Reconstruct. Following Condemnation of all or any part of the Limited Common Area or the Common Area, the Association and all Unit Owners shall be obligated to promptly restore the Limited Common Areas and the Common Area to an architectural whole substantially and materially identical to and in all respects compatible with the Project as initially constructed by Developer. The costs of such restoration in excess of the Award shall be a Common Expense payable by the Owners in proportion to their respective percentage interest in the Common Areas via a Special Assessment. The association shall be obligated to undertake and complete such restoration unless within ninety (90) days after the date on which the property condemned is conveyed to the condemning authority, Super Majority Consent is obtained for a decision not to restore the Common Area, including the Limited Common Area. In such event, the Property shall be subject to an action for partition brought in a court of competent jurisdiction by the Association or any Unit Owner. In the case of partition, the net proceeds of sale, together with any net proceeds of the Award for the taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements, and shall be distributed to such Unit Owners and their mortgagees.

Section 14.6 Preservation of Right to Appeal. Each Unit Owner whose Unit has been taken under the power of eminent domain shall have the individual right of appeal of the necessity of the taking and of the condemnation Award made for the taking of the Unit and the Limited Common Area appurtenant to such Unit. The Association shall have the right of appeal of the necessity of taking of the Common Area and the right of appeal of the Award made for such taking. An appeal by the Association shall be binding upon the individual Unit Owners for the necessity of the taking or the condemnation Award made for the taking of the Common Area. If the Association shall fail to contest the necessity of the taking of the Award for the taking with respect to Common Area, any Unit Owner may so appeal.

Section 14.7 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 and shall be entitled to any related condemnation award. 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 the remaining Units for amendment of this Declaration as provided in Article XV hereof.

Section 14.8 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

**ARTICLE XV. REVOCATION OR AMENDMENT.**

Section 15.1 Declaration. Except as provided in Section 15.2, this Declaration shall not be revoked, nor shall any of the provisions herein be amended, unless the Super Majority Consent is obtained and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, or any bond trustee, whose interests as Mortgagees appear in the Blaine County real estate records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium provided, however, this Declaration shall not be amended in a manner which materially increases the burdens imposed upon a Unit (including the charges or assessments applicable thereto), materially changes the dimensions of a Unit, or materially increases the benefits or rights appurtenant to a Unit without the written consent of the Owner of the affected Unit.

Section 15.2 Right to Amend Declaration and Plat. Following completion of any future construction performed pursuant to the terms of this Declaration, the Association shall file with the Blaine County Recorder Amendments to this Declaration and the Condominium Plat map appropriately showing by way of a diagrammatic floor plan(s) of each floor whose configuration has been changed, the boundaries of each Unit on each changed floor, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units, and the Common Area, together with such other information as may be included therein in the discretion of the Association. In addition, the Association shall include in its amendment to this Declaration an amendment to Exhibit C reflecting any changes in the percentages or ownership interest in the Common Area allocated to each Unit resulting from the Project changes under this Section 15.2. Each of entities constituting Declarant, for themselves and their respective successors and assigns, hereby covenant and agree with each other to execute and acknowledge all of the amendments provided for herein. All costs and expenses incurred in the preparation and recording of any such amendment shall be borne by the Unit Owner performing or causing to be performed the expansion or additional improvements to the Building.

**ARTICLE XVI. PERIOD OF CONDOMINIUM OWNERSHIP.**

The condominium ownership created by Declarant and the Condominium Plat 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 XIII (Obsolescence) or Article XIV (Condemnation) of this Declaration.

**ARTICLE XVII. MISCELLANEOUS.**

Section 17.1 Compliance With Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Bylaws, 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. The prevailing party shall be entitled to an award of costs and attorney fees.

Section 17.2 Registration of Mailing Address. Each Owner shall register his/her mailing address with the Association, and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Blaine County, Idaho Assessor's office. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Operating Agreement. 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 17.2 shall be deemed given when deposited in the United States mail in the form provided for in this Section 17.2.

Section 17.3 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that she/he may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he/she conveys such Condominium.

Section 17.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 17.5 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

Section 17.6 Indemnification. The Unit Owner undertaking or causing to be undertaken any of the future construction contemplated by this Declaration shall protect, indemnify, defend and hold the Project, and each Unit Owner and its officers, directors, shareholders, affiliates, employees, representatives, invitees, agents and contractors free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs resulting from such future construction activities including, without limitation, repairing any and all damages to any portion of the Project, arising out of or related (directly or indirectly) to such construction activities or the erection of such additional improvements and/or expansions to the Building. Such Unit Owner performing such future construction or causing such future construction to be performed shall keep the Project free and clear of any mechanic's liens or materialmen's liens relating to such future construction. In addition, in the event any of the Units or any portion thereof are, by reason of such construction activities, rendered partially or wholly unavailable for



the safe and continuous use, then the Unit Owner performing such construction or causing such construction to be performed shall reimburse the owner of the affected Units for any and all loss of revenues or other damages resulting therefrom. Notwithstanding anything in the foregoing to the contrary, in no event will an Owner completing future construction (a "Constructing Owner") be responsible for costs in connection with any required construction change, modification or alteration of another Unit that is triggered by (i) modifications required because such items were not built in compliance with applicable laws in the first instance; or (ii) modifications that would otherwise need to be made in the ordinary course by the non-constructing Owner within the next five (5) years (e.g., new laws or building code changes that are mandatory whether or not any new construction occurs in the Project). Any construction changes, modifications or alterations triggered by any of the items set forth in the foregoing subsections (i) and (ii) shall be made by the non-constructing Owner at such non-constructing Owner's sole cost.

Section 17.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

Section 17.8 Non-Discrimination. The Declarant states and the Owners agree and acknowledge that there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, handicap, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the transferee, or any person claiming under or through it/her/him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

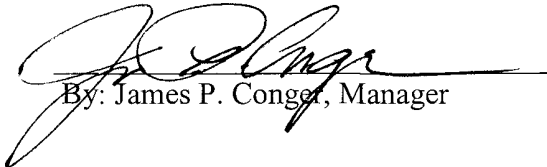
#### **ARTICLE XVIII. DISPUTE RESOLUTION**

In the event Owners are unable to resolve any significant dispute amongst themselves arising out of the future construction, operation or management of the Project, the following procedure shall be invoked unless a different procedure is specified herein. The Owners shall attempt to resolve the dispute through non-binding mediation proceedings, with or without the assistance of a professional mediator as the parties to the mediation may decide. If this dispute resolution mechanism does not result in a decision agreed upon within a reasonable amount of time, then any party to the dispute may pursue any other remedies or procedures available in Idaho at law or in equity.

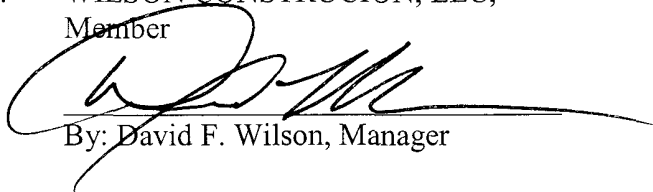
[SIGNATURE ON FOLLOWING PAGE]

SWC, LLC, an Idaho limited liability company

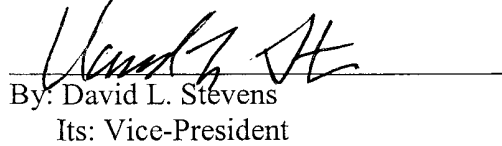
By: NORTHWOOD LIGHT INDUSTRIAL, LLC,  
Member

  
By: James P. Conger, Manager

By: WILSON CONSTRUCCION, LLC,  
Member

  
By: David F. Wilson, Manager

By: SCOTT USA, INC. a Delaware corporation  
Member

  
By: David L. Stevens  
Its: Vice-President

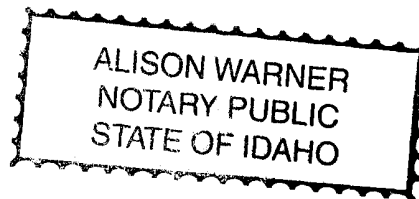
STATE OF IDAHO  
COUNTY OF BLAINE

On this 19 day of August, 2008, before me, a Notary Public in and for said State, personally appeared James P. Conger, known or identified to me to be the Manager of Northwood Light Industrial, LLC, an Idaho limited liability company, a Member of SWC, LLC, an Idaho limited liability company, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument on behalf of said company, and that such company executed the same in the company's name.

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



Notary Public for Idaho  
Residing at: Ketchum ID  
Comm. Exp.: 9/18/2012



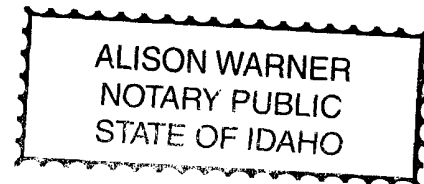
STATE OF IDAHO  
COUNTY OF BLAINE

On this 12 day of August, 2008, before me, a Notary Public in and for said State, personally appeared David F. Wilson, known or identified to me to be the Manager of Wilson Construction, LLC, an Idaho limited liability company, a Member of SWC, LLC, an Idaho limited liability company, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument on behalf of said company, and that such company executed the same in the company's name.

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



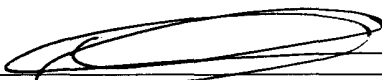
Notary Public for Idaho  
Residing at: Ketchum ID  
Comm. Exp.: 9/18/2012



STATE OF IDAHO  
COUNTY OF BLAINE

On this 8<sup>th</sup> day of August, 2008, before me, a Notary Public in and for said State, personally appeared David L. Stevens, known or identified to me to be the Vice-President of Scott, USA, Inc., a Delaware corporation, a Member of SWC, LLC, an Idaho limited liability company, 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 he executed the within instrument on behalf of said company, and that such company executed the same in the company's name.

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

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Ketchum ID  
Comm. Exp.: 9/18/2012

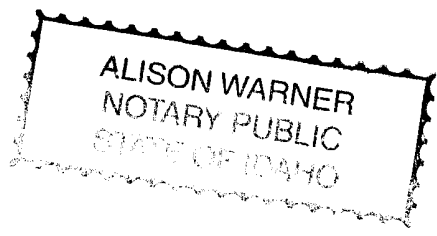


EXHIBIT A

Legal Description of Real Property

Lots 2, 3, and 4 of the RESUBDIVISION NORTHWOOD P.U.D. SUBDIVISION LOT 4, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 266897, records of Blaine County, Idaho.

And

Lots 3 and 4 of

~~Lot 4~~ of NORTHWOOD PARK NO. 1, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 315070, records of Blaine County, Idaho.

**EXHIBIT B**

Articles and Bylaws

**ARTICLES OF INCORPORATION**

**OF**

**SWC CONDOMINIUM ASSOCIATION, INC.**

The undersigned, acting as incorporator of a nonprofit corporation under the Idaho Nonprofit Corporation Act, adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

The name of the corporation is SWC Condominium Association, Inc. (hereinafter referred to as the "Association").

**ARTICLE II**

The period of existence and the duration of the life of this Association shall be perpetual.

**ARTICLE III**

This Association shall be a nonprofit membership corporation.

**ARTICLE IV**

The name of the registered agent of this Association shall be David L. Stevens and the location and post office address of the registered office of this Association shall be 110 Lindsay Circle, P. O. Box 2020, Ketchum, Idaho, 83340. 83353  
Sun Valley

**ARTICLE V**

This Association is formed to be a Management Body as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code, Title 55, Chapter 15, and its powers are and shall be consistent with the provisions of the Act.

**ARTICLE VI**

Section 1. The nature of the business and the objective and purpose of this Association shall be as follows:

(a) This Association shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that certain Condominium Declaration for SWC Condominiums (hereinafter referred to as the "Declaration") to be executed

by the Declarant named therein and recorded in the real estate records of Blaine County, Idaho, which Declaration delegates and authorizes this Association to exercise certain functions as the Management Body. All capitalized terms not herein defined shall have the meanings assigned to them in the Declaration.

(b) The Management Body shall have the power to have, exercise, and enforce all rights and privileges and to assume, incur, perform, carry out, and discharge all duties, obligations, and responsibilities of a Management Body as provided for in the Idaho Condominium Property Act and in the Declaration, as such Declaration is originally executed or, if amended, as amended. The Management Body shall have the power to adopt and enforce rules and regulations covering the use of any condominium project or any area or units thereof, to levy and collect the annual and special assessments and charges against the condominiums and the members thereof, and, in general, to assume and perform all the functions to be assumed and performed by the Management Body as provided for in the Declaration. It shall have the power to transfer, assign, or delegate such duties, obligations, or responsibilities to other persons or entities as permitted or provided for in the Idaho Condominium Property Act, the Declaration, or in an agreement executed by the Association with respect thereto. The Management Body shall actively foster, promote, and advance the interest of owners of condominium units within the condominium project.

Section 2. In addition to the foregoing, where not inconsistent with either the Idaho Condominium Property Act (Title 55, Chapter 15, Idaho Code) or Title 30, Idaho Code, the Association shall have the following powers:

(a) The Association shall have the authority set forth in Title 30 of the Idaho Code relating to the organization and conduct of general business corporations.

(b) The Association shall have the power to buy, sell, acquire, hold, mortgage, or enter into a security agreement, pledge, lease, assignment, transfer, trade, and deal in and with all kinds of personal property, goods, wares, and merchandise of every kind, nature, and description.

(c) The Association shall have the power to buy, sell, lease, let, mortgage, exchange, or otherwise acquire or dispose of lands, lots, houses, buildings and real property, hereditaments, and appurtenances of all kinds and wheresoever situated, and any interest and rights therein, to the same extent as natural persons might or could do and without limit as to amount.

(d) The Association shall have the power to borrow money, draw, make, accept, enforce, transfer, and execute promissory notes, debentures, and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, deliver, mortgage, and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this Association.

(e) The Association shall have the power to have one or more officers to carry on all or any part of its operations and businesses and to do all and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objectives herein named, or which shall at any time appear conducive or

expedient for the protection or benefit of the Association, and which now or hereafter may be authorized by law, and this to the same extent and as fully as natural persons might or could do as principals, agents, contractors, trustees, or otherwise, and either alone or in connection with any firm, person, association, or corporation.

The foregoing clauses are to be construed both as objectives and powers. As hereby expressly provided, an enumeration herein of the objectives, powers, and purposes shall not be held to restrict in any manner the general powers of the Association. The Association shall have the power to do all acts that are necessary and convenient to obtain the objectives and purposes herein set forth to the same extent and as fully as any natural person could or might do within the framework of the Idaho Condominium Property Act, these Articles of Incorporation, and the general corporation laws of Idaho.

## ARTICLE VII

Section 1. Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes that member is entitled to cast as a member of the Association.

Section 2. There shall be one membership in the Association for each condominium in SWC Condominiums, as established in the Declaration. The members of the Association must be and remain owners of condominiums within the project set forth in the Declaration to be recorded in Blaine County, Idaho, and the Association shall include all owners of condominiums within the project. If title to a condominium is held by more than one person, the membership relating to that condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the condominium is held.

Section 3. No person or entity other than an owner may be a member of the Association. A member shall not assign or transfer his membership certificate except in connection with the transfer or sale of a condominium; provided, however, the rights of membership may be assigned to a mortgagor as further security for a loan secured by a lien on a condominium. Every person or entity who is an owner of any condominium unit included in any condominium project for which the Association has been or may be designated as a Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of the condominium unit. Membership in the Association is declared to be appurtenant to the title of the condominium unit upon which such membership is based and automatically shall pass with the sale or transfer of the unit. Members shall not have preemptive rights to purchase other memberships in the Association or other condominium units in the project.

Section 4. Except for election or appointment of directors, the voting rights and interests of a member of the Association shall be determined by the owner member's percentage interest in the Common Area of the condominium project described in the Declaration and Exhibit C thereto, as the term "Common Area" is defined in Section 55-1503 of the Idaho Code. The Declaration, or an exhibit attached thereto, shall set forth the percentage interest of each owner member in the Common Area, which interest depends upon the number and type of



condominium units. The voting rights and interests of new members shall be determined in the same way as such percentage interests and rights were determined for old members and in accordance with any amendment to the Declaration and Exhibit B thereto allocating Common Area to the respective units.

Section 5. There shall be a total of one hundred (100) votes to be allocated as described in Article VII, Section 4, and in this section. The total number of votes that attached to membership certificates shall be exercised by the members of the Association from and after the date of the incorporation. Each member shall be entitled to vote the same percentage of 100 votes as he is given percentage in the Common Area. Directors shall be elected or appointed by the members, with each Owner entitled to elect or appoint one (1) director, except as provided otherwise in the Bylaws.

### ARTICLE VIII

Each member shall be liable for the payment of assessments provided for in the Declaration and for the payment and discharge of the liabilities of the Association as provided for in the Declaration, the Idaho Condominium Property Act (Title 55, Chapter 15, Idaho Code), and as set forth in the Bylaws of the Association.

### ARTICLE IX

The Bylaws of the Association may be altered, amended, or new bylaws adopted by any regular or special meeting of the Association called for that purpose by a Super Majority Consent as that term is defined in the Declaration. The Bylaws may also be amended or repealed, or new bylaws adopted, at any meeting of the Board of Directors by the vote of at least a majority of the entire Board; provided, any bylaw adopted by the Board may be amended or repealed by the members in the manner set forth above.

Any proposal to amend or repeal these Bylaws or to adopt new bylaws shall be stated in the notice of the meeting of the Board of Directors or its members, or in the waiver of notice thereof, as the case may be, unless all of the directors or the members are present at such meeting.

### ARTICLE X

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The Board of Directors shall be three (3) in number. The following shall constitute the initial Board of Directors

Name

David Stevens

Address

P.O. Box 2030  
Sun Valley ID 83353

David F. Wilson

PO Box 6770  
Ketchikan ID 83340

James P. Conger

PO Box 62  
Sun Valley IA 83353

#### ARTICLE XI

The name and post office address of the incorporator is as follows:

David B. Lincoln

Moffatt Thomas

P.O. Box 829

Boise, Idaho 83701-0829

#### ARTICLE XII

No part of the net earnings of the Association shall inure to the benefit of any private member or individual (other than by acquiring, constructing, or providing management, maintenance, and care of property held by the Association, commonly held by the members of the Association, or located in the development and owned by members of the Association, and other than by a rebate of excess membership dues, fees, or assessments).

#### ARTICLE XIII

In the event the Association is voluntarily or involuntarily dissolved, the assets of the Association shall be conveyed to the members in the same percentages as their percentage ownership interests in the Common Area as that term is defined in the Declaration.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_ day of \_\_\_\_\_, 2008.

DS  
David B. Lincoln, Incorporator

**BYLAWS  
OF  
SWC CONDOMINIUM ASSOCIATION, INC.**

Article I

Principal Office

The principal office of SWC Condominium Association, Inc. (the "Association"), shall be in Ketchum, Blaine County, Idaho. The Association may have such other offices, either in or outside of 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) directors.
3. Qualifications, Election, and Term. Directors need not be members of the Association and shall be elected by the members at their annual meeting. All other action shall be determined by a majority of the votes cast at such meeting, except as otherwise provided by the terms of these Bylaws, the Declaration, by statute or by the Articles of Incorporation. 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 the member or members, as the case may be, who elected or appointed such director. Any director may resign by submitting a written notice to the Board of Directors and the member or members, as the case may be, who elected or appointed such director stating the effective date of the 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 the majority vote of the remaining 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 the 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 may establish regular meetings to be held at such other places and at such other times as it may determine from time to time. After the establishment of a time and place for such regular

meeting, no further notice thereof need be given. Special meetings of the Board may be called by the President or upon written request delivered to the Secretary-Treasurer or 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 a director 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 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 the majority of the directors present and voting shall be the act of the Board of Directors, except for those matters requiring a Super Majority Consent. 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 all the directors entitled to vote in respect to the subject matter thereof.

### Article III

#### Officers

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

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 a corporation. The President shall preside at all meetings of the members of the Association.

3. Secretary-Treasurer. The Secretary-Treasurer shall be the custodian of the records and shall see that all notices are duly given in accordance with the provisions of these Bylaws and 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 funds and securities of the Association. The Secretary-Treasurer shall deposit all moneys and other valuable effects 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 and 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 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.

4. Compensation. Officers, agents, and employees shall not receive compensation from the Association for their services.

5. Delegating 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.

#### Article IV

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

1. Membership. Every owner of a condominium unit ("Owner") shall be a member of the Association, and no person or entity other than an owner of a condominium unit may be a member of the Association. If title to a condominium is held by more than one person, the membership related to that condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the condominium unit is held, but all votes appurtenant to a condominium unit must be cast as a block and cannot be divided among several owners of a unit. Memberships in the Association shall not be transferred except in connection with the transfer of a condominium unit; provided, however, the rights of membership may be assigned as further security for a loan secured by a lien on a condominium unit.

2. Transfer of Membership. Transfer of membership in the Association shall occur upon the transfer of a title to the condominium unit 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 unit to the membership appurtenant thereto, title to the condominium units as shown on the public records of Blaine County, Idaho, shall be determinative.

3. Voting Rights. The voting rights of each member owner will not necessarily be equal to the voting rights of other members. The voting rights of a member of the Association for all matters other than matters requiring Super Majority Consent shall be determined by the owner member's percentage interest in the "Common Area" of the Association, as this term is defined in Section 55-1503 of the Idaho Code and calculated in accordance with Section 55-1505 of the Idaho Code. The Declaration sets forth the percentage interest of each member in the Common Area and each member shall be entitled to vote such member's percentage of a total of

one hundred (100) votes. Voting by proxy shall be permitted; however, proxies must be filed with the Secretary-Treasurer before the appointed time of the meeting.

4. Annual Meetings. An annual meeting of the members for the purpose of electing directors and transaction of such other matters as may properly come before the meeting shall be held on the first Wednesday in October of each year in a convenient location in Ketchum, Idaho, or at such other time and/or place as the members shall select by a majority vote.

5. Special Meeting. Special meetings of the members may be called any time by the Board of Directors or by written request of two (2) members and shall be held at a convenient location in Ketchum, Idaho, or by telephone conference, if all directors are in agreement. In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary-Treasurer in writing of that time, place, and purpose of the meeting to permit the Secretary-Treasurer to give notice to all members in accordance with these Bylaws. The Secretary-Treasurer shall forthwith give notice of the date, time and place of such meeting, with such meeting being scheduled to be held 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 or deposited in the mail, postage prepaid, addressed to the last known address as shown on the books of the Association, to the owner 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.

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. A majority of the members 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 voting rights present and voting shall be the act of the members, except for matters requiring Super Majority Consent. If a quorum is not present at a meeting, a majority of the voting rights present in person or by proxy may adjourn the meeting from time to time without notice other than announcement of the meeting.

8. Memberships Held. Memberships 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 unit 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

### Condominium Declaration Incorporated

Pursuant to Article X of the Articles of Incorporation of this Association, the Condominium Declaration for SWC Condominiums (the "Declaration") is hereby incorporated by reference and made a part of these Bylaws as if set out in full herein. All capitalized terms not defined herein shall have the meanings assigned to them in the Declaration.

## Article VI

### Contracts, Conveyances, Checks, and 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 Declaration.

2. Conveyances and Encumbrances. Association property may be conveyed or encumbered if Super Majority Consent is obtained therefore. Conveyances or encumbrances so authorized shall be executed by instrument by the President and 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 October and end on the last day of September following.

5. Records. The Association shall maintain accurate records and accounts of its business and properties, and they shall be kept at such places as are 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

1. Bylaws. These Bylaws may be amended, altered, or repealed from time to time by Super Majority Consent.

2. Proposed Amendment or Repeal. Any proposal to amend or repeal these Bylaws or to adopt new bylaws shall be stated in a notice sent to all members of the meeting of the member, or in the waiver of notice thereof, as the case may be, unless all of the members are present at such meeting.

APPROVED AND ADOPTED This 8 day of August, 2008, by the undersigned members of the initial Board of Directors of this Association.

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_



**EXHIBIT C**

Allocation of Common Area

SWC CONDOMINIUMS 7/29/2008  
 PERCENT OWNERSHIP INTEREST

<u>unit</u>	<u>area (sf)</u>	<u>% ownership</u>
1-A	25,272	36.0
1-B	3,846	5.5
1-C	2,251	3.2
2-A	589	0.8
2-B	982	1.4
2-C	668	1.0
2-D	1,477	2.1
2-E	1,387	2.0
2-F	1,406	2.0
2-G	1,396	2.0
2-H	1,036	1.5
2-I	1,405	2.0
2-J	907	1.3
2-K	907	1.3
2-L	819	1.2
2-M	825	1.2
2-N	540	0.8
2-O	841	1.2
2-P	668	1.0
2-Q	673	1.0
2-R	774	1.1
2-S	672	1.0
2-T	679	1.0
2-U	669	1.0
2-V	566	0.8
3-A	3,546	5.1
3-B	3,096	4.4
3-C	3,080	4.4
3-D	3,075	4.4
3-E	3,082	4.4
3-F	3,075	4.4
TOTAL:	70209	100.0

**EXHIBIT D**

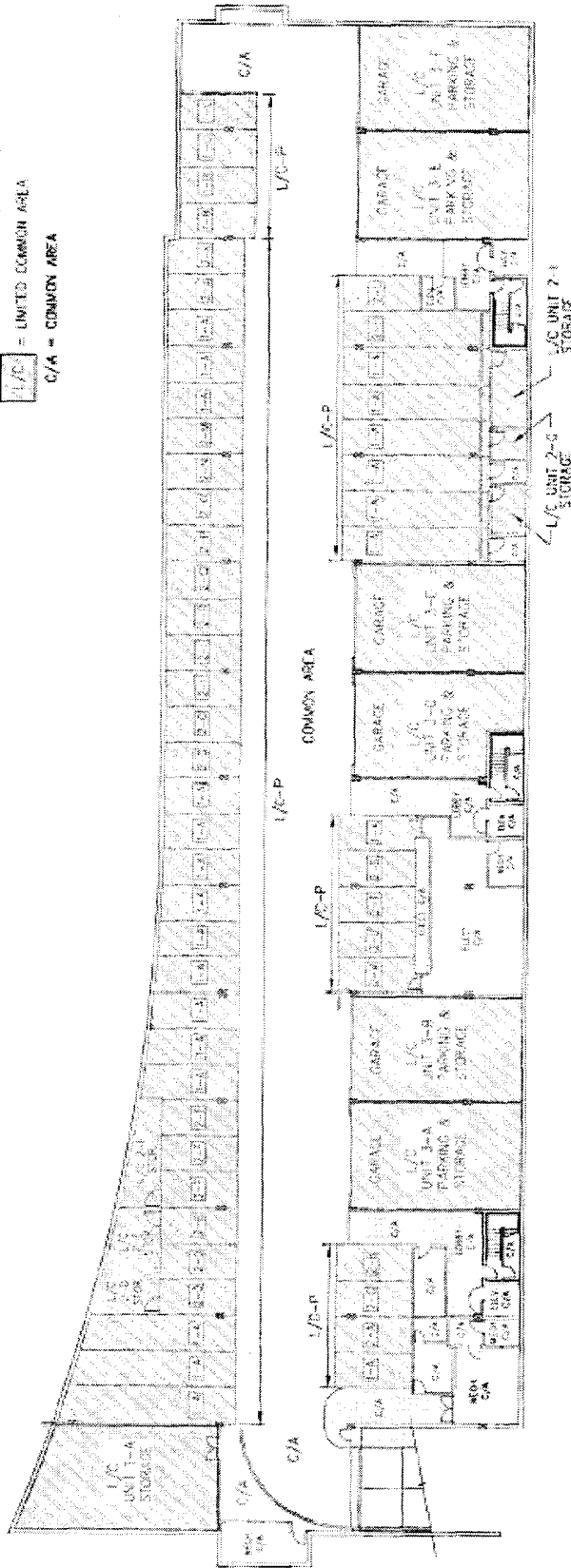
**(attached)**

**LEGEND**

L/C-P = LIMITED COMMON (PARKING)

L/C = LIMITED COMMON AREA

C/A = COMMON AREA



**BASEMENT PARKING GARAGE PLAN**

**Instrument # 641035**

HAILEY, BLAINE, IDAHO

1-17-2017 04:26:21 PM No. of Pages: 4

Recorded for : SWC CONDOMINIUM ASSOCIATION

JOLYNN DRAGE

Fee: 19.00

Ex-Officio Recorder Deputy

Index to: AMENDED COVENANTS & RESTRICTIONS

G

**FIRST AMENDMENT TO THE CONDOMINIUM DECLARATION  
FOR SWC CONDOMINIUMS**

This FIRST AMENDMENT TO THE CONDOMINIUM DECLARATION FOR SWC CONDOMINIUMS (this "Amendment") is made effective as of the 20th day of October 2016, pursuant to the approval of a Super Majority Consent of the Members, at a duly constituted meeting held on the 20th day of October, 2016, as attested by the President and Secretary of the SWC Condominium Association, Inc. (the "Association"), in accordance with that certain CONDOMINIUM DECLARATION FOR SWC CONDOMINIUMS, recorded in the real property records of Blaine County, Idaho on the 4<sup>th</sup> day of September 2008, as Instrument No. 561093 (the "Declaration").

**Recitals**

WHEREAS, the Board of Directors of the Association would like to amend certain provisions of the Declaration to correct the designation of certain Units.

WHEREAS, the Board of Directors of the Association has proposed to the Owners and members an amendment to amend the Declaration to correct the designation of certain Units.

NOW, THEREFORE, pursuant to the authority granted by Section 15.1 of the Declaration, the Owners, as certified by the Association, hereby amend the Declaration as follows:

1. **Definitions.** All defined terms contained herein and not otherwise defined, shall have the same meaning as ascribed to them in the Declaration.
2. **Definition of "Unit."** Section 2.19 of the Declaration is hereby amended as follows:
  - 2.19(a)(ii) is hereby amended by adding Unit 2J as a Community Residential Unit.
  - 2.19(a)(iv) is hereby amended by adding Unit 2O as a Residential Condominium Unit.

2.19(a)(iii) is hereby amended by deleting the text thereof in its entirety and replacing the text with "Intentionally Omitted."

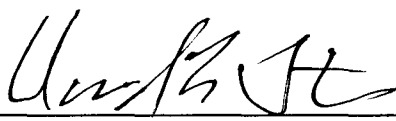
**3. Recitals and Exhibits.** The recitals and exhibits of this Amendment are hereby incorporated into the text of this Amendment and made a part hereof.

**4. Other Terms Not Modified.** The Declaration is in full force and effect and remains unaltered, except to the specific extent amended or supplemented herein. This Amendment shall be considered part of the Declaration as such term is defined herein.

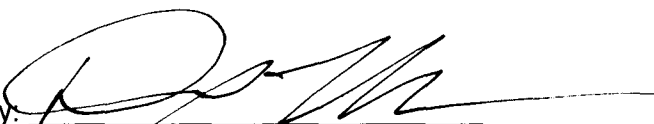
[end of text]

The undersigned hereby certify that the above referenced Amendment was adopted by the Super Majority Consent of the Owners at a meeting duly called at which a quorum was present.

SWC Condominium Association, Inc., an Idaho non-profit corporation

By:   
David L. Stevens, President

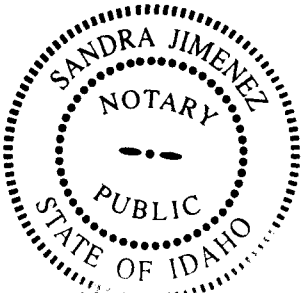
Attest:


By:   
David F. Wilson, Secretary

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 5<sup>th</sup> day of ~~October~~ December, in the year 2016, before me, a Notary Public in and for the State of Idaho, personally appeared David L Stevens, known or identified to me to be the president 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 hereunto set my hand and affixed my official seal the day of year first above written.

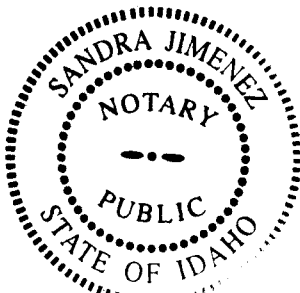



  
Notary Public for the State of Idaho  
Residing at: Hailey, ID 83333  
My commission expires: 6-8-2021

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 5<sup>th</sup> day of ~~October~~ December, in the year 2016, before me, a Notary Public in and for the State of Idaho, personally appeared David F. Wilson, known or identified to me to be the secretary 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 hereunto set my hand and affixed my official seal the day of year first above written.



  
Notary Public for the State of Idaho  
Residing at: Hailey, ID 83333  
My commission expires: 6-8-2021