



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, December 01, 2025, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

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

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/87195059261>

Webinar ID:871 9505 9261

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

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

CALL TO ORDER: By Mayor Neil Bradshaw

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS

1. Public Comments submitted

CONSENT AGENDA:

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

2. Recommendation to approve minutes of November 17, 2025, City Council Meeting - City Clerk Trent Donat
3. Authorization and approval of payroll register - Finance Director Brent Davis
4. Authorization of disbursement of funds from the City's Treasury for the payment of bills - Finance Director Brent Davis
5. Recommendation to approve the Crossbuck North Townhomes Preliminary Plat and Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision for both applications – Associate Planner Paige Nied

PUBLIC HEARING:

- [6.](#) Recommendation to hold a public hearing/third reading by title only and approval of Ordinance 1269, amendment to Title 12 of the Ketchum Municipal Code - Associate Planner Paige Nied
- [7.](#) Recommendation to hold a public hearing and conduct a consolidated first, second and third readings by title only and approval of Ordinance 1270 - Fiscal Year 2025 Amended Budget - Finance Director Brent Davis
- [8.](#) Recommendation to hold a public hearing and adopt Resolution 26-002, a revised Fiscal Year 2026 Fee Schedule for Ketchum - Associate Planner Paige Nied & Finance Director Brent Davis
- [9.](#) Recommendation to hold a public hearing and conduct the first reading by title only of Ordinance 1271 updating City Code (Titles 1-4) - City Administrator Jade Riley

ADJOURNMENT:

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Wednesday, November 19, 2025 4:52 PM
To: James Hungelmann
Subject: Fwd: PUBLIC COMMENT / CEASE AND DESIST DEMAND/ NOTICE OF FILING OF ETHICAL GRIEVANCES

Follow Up Flag: Follow up
Flag Status: Completed

----- Forwarded message -----

De: James Hungelmann <jim.hungelmann@gmail.com>

Date: mié, 19 nov 2025 a las 14:02

Subject: PUBLIC COMMENT / CEASE AND DESIST DEMAND/ NOTICE OF FILING OF ETHICAL GRIEVANCES

To: Neil Bradshaw <nbradshaw@ketchumidaho.org>, Amanda Breen <abreen@ketchumidaho.org>, Courtney Hamilton <chamilton@ketchumidaho.org>, Spencer Cordovano <scordovano@ketchumidaho.org>, Participate <participate@ketchumidaho.org>

For the record and

GENERAL PUBLIC COMMENT for KETCHUM CC MEETING DEC 1 2025

RE: Immediate Cease-and-Desist Demand — Conflicted Fire-Department Transfer

Dear Mayor and Council Members:

This letter serves as formal notice that as a senior member of the Idaho Bar and Ketchum resident, **I have filed atoday an Ethics Grievance** with the Idaho State Bar against the City's contracted **law firm WHITE PETERSON** concerning its dual representation in connection with Resolution 25-025 and the proposed transfer of the Ketchum Fire Department and its assets to the newly formed Fire District.

As indicated therein, **Council Member Breen** has also been charged with ethical violations for her role in facilitating the transaction while an active member of the Idaho Bar.

As has been repeatedly stated on the public record, the law firm's simultaneous representation of both entities creates a non-waivable conflict of interest that has tainted every step of this transaction. Any continued reliance on that conflicted advice, or further action toward implementing this transfer, exposes the City and its officials to significant legal risk, including breach of fiduciary duty, constitutional violations, and personal liability.

Accordingly, **I hereby demand that the City immediately cease and desist from taking any further action on Resolution 25-025 or any related asset transfer until independent, conflict-free legal counsel has reviewed the matter.**

Respectfully,

James Hungelmann

Dawn Hofheimer

From: Maya JB Burrell <bhathorraj@fastmail.fm>
Sent: Sunday, November 23, 2025 1:12 PM
To: Participate
Cc: press@5BGazette.com; news@mtexpress.com
Subject: Hyperborean Condos

Follow Up Flag: Follow up
Flag Status: Completed

tripp and spencer,

here is more possible ammunition for you to 'dig' deeper into the Hyperborean Condo project.

a number of years ago, i lived in the Ketchum Condos, downhill from Hyperborean. during harsh winters, many units in the Ketchum Condos would have their sewer lines backup when the temps got very low and there was little snow. we would have sewage come up through our shower drains and toilets unable to flush for days. it was disgusting and a major health hazard.

turns out the problem was caused by the Hyperborean sewer line and the way it was connected to the city sewer and Ketchum Condos sewer line. the combination of low temps and no snow froze the ground between the two condo units so that the sewage couldn't drain to the city system and instead flowed into the Ketchum Condos. why was Hyperborean's system even connected to the Ketchum Condos' line in the first place? that is the key.

Sweet's Septic and Backhoe Service was the company called in to handle the emergency. they explained to me that the Hyperborean sewer line wasn't graded properly and needed to be dug out and reconstructed. they said the issue was very serious because the grade needed between the Hyperborean building and the city sewer for proper drainage would be difficult if not impossible to achieve, given the shallowness of the line itself.

this is why Hyperborean tied into the Ketchum Condos line, because they were at a lower grade. that is how they solved their grade problem. this is also why the more shallow Hyperborean line was freezing when there wasn't enough snow to help insulate the ground. the other major problem Sweet's explained is that the two condo complexes, Hyperborean and Ketchum Condos, should never have been connected in the first place.

obviously the construction work needed to fix the issue couldn't be accomplished in the middle of winter, so Sweet's handled the emergency by thawing the backed up sewer line without doing the backhoe and construction work needed to solve the problem. Ketchum Condos would have also needed to construct a new independent sewer line connection with the city for the units affected, or at least terminate the connection with Hyperborean.

i moved out of the Ketchum Condos before the problem was fixed, so i don't know what the current status is on the Hyperborean Condo sewer system. however, it seems obvious that this problem is the reason for the flooring issues on the ground floor unit of Hyperborean. the toxic clean up issues for that unit may be more of a problem and more costly than the city realizes. Sweet's would definitely have more accurate information about the current state of affairs.

there seems to be many more financial issues with Hyperborean than just this, but the sewer system is a big one.

maya burrell
ketchum

--

Maya JB Burrell
208.471.0360
bhathorraj@fastmail.fm

RICARDO DELGADO, M.D., LLC.
DIPLOMATE AMERICAN BOARD OF INTERNAL MEDICINE
333 South Main St. Suite 108, Ketchum, ID 83340
PO Box 6161, Ketchum, ID 83340
Phone: 208-726-9361 • Fax: 208-726-9442

To whom it may concern:

October 21, 2025

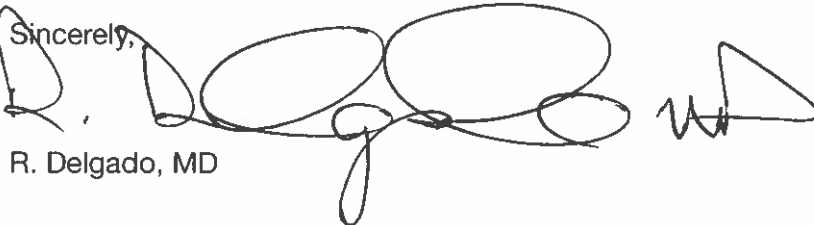
I have been a tenant and business owner at 333 S. Main Street since 2016. I am writing in regard to the city considering widening the street in front of our location and potentially eliminating the parking spaces on the street.

We are already short of parking at our complex and many times my clients are forced to park in the street. With our population expanding locally losing those spaces would negatively impact all of the business at our location.

Our sidewalks do not need to be widened in lieu of losing our parking spaces.

It is my hope these spaces are retained as our population will inevitably increase in the future. Less spaces with more population seems counterintuitive and not forward thinking.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Delgado', followed by a small, stylized mark.

R. Delgado, MD



CITY OF KETCHUM
MINUTES OF THE CITY COUNCIL
Monday, November 17, 2025
191 5th Street West, Ketchum, ID

CALL TO ORDER: (00:00:12 in video)

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

ROLL CALL CITY COUNCIL:

Amanda Breen
Courtney Hamilton
Tripp Hutchinson
Spencer Cordovano

ALSO PRESENT:

Brent Davis—Director of Finance
Daniel Hansen—Director of Community Engagement
Carissa Connelly—Director of Housing
Jade Riley—City Administrator
Morgan Landers—Director of Planning and Zoning
Paige Nied—Associate Planner
Trent Donat—City Clerk and Business Manager

COMMUNICATIONS FROM MAYOR AND COUNCIL:

Comments and discussion by the Council (00:00:34 in video)

CONSENT AGENDA:

Comments and discussion by the Council (00:01:46 in video)

7. Recommendation to approve updated street closure locations for special events (00:01:58 in video)

Presented by: Daniel Hansen

Comments and discussion by the Council and staff (00:02:51 in video)

6. Recommendation to approve interim budget change for 3rd floor conference room completion (00:08:09 in video)

Presented by: Jade Riley

Comments and discussion by the Council (00:08:16 in video)

Motion to approve Consent Agenda item #6 (00:10:04 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Courtney Hamilton, Amanda Breen, Spencer Cordovano

NAYS: Tripp Hutchinson

RESULT: Motion Passes

10. Recommendation to Approve Contract for Services with Blaine County Housing Authority

(00:10:26 in video)

Presented by: Carissa Connelly

Comments and discussion by the Council *(00:10:30 in video)*

Motion to approve contract number 22830-2 with the Blaine County Housing Authority *(00:14:27 in video)*

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Neil Bradshaw, Courtney Hamilton, Amanda Breen

NAYS: Tripp Hutchinson, Spencer Cordovano

RESULT: Motion Passes

Motion to approve Consent Agenda items 2, 3, 4, 5, 7, 8, 9, 11 *(00:16:39 in video)*

MOVER: Courtney Hamilton

SECONDER: Spencer Cordovano

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

RESULT: Motion Passes

PUBLIC HEARING:

12. Recommendation to hold a public hearing/third reading by title only and approval of Ordinance 1260 for consolidation of the City's land development regulations

Presented by: Morgan Landers *(00:17:53 in video)*

Public Hearing Opened *(00:18:29 in video)*

- Jim Hungelmann *(00:18:37 in video)*

Public Hearing Closed *(00:22:25 in video)*

Comments and discussion among the Council and staff *(00:22:32 in video)*

Motion that Ordinance 1260 be read by number and title only *(00:33:31 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

RESULT: Motion Passes

Trent Donat read Ordinance 1260 by title only *(00:33:51 in video)*

Motion to approve Ordinance 1260 *(00:34:35 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

RESULT: Motion Passes

13. Recommendation to hold a public hearing and conduct the second reading of Ordinance 1269 by title only, amendment to Title 12 of the Ketchum Municipal Code *(00:34:52 in video)*

Presented by: Paige Nied

Public Hearing Opened (00:35:13 in video)

- Heidi Schernthanner—remote (00:35:47 in video)

Public Hearing Closed (00:36:45 in video)

Comments and discussion by the Council and staff (00:36:54 in video)

Motion to approve the first reading of Ordinance 1269 by number and title only (00:39:33 in video)

MOVER: Courtney Hamilton

SECONDER: Tripp Hutchinson

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

RESULT: Motion Passes

Trent Donat read Ordinance 1269 by title only (00:39:54 in video)

NEW BUSINESS:

14. Recommendation to approve Contract for Services 26053 to facilitate the sale of Category Local condominiums (00:41:02 in video)

Presented by: Carissa Connelly

Comments and discussion by the Council and staff (00:41:25 in video)

Motion to approve contracts with Windermere Real Estate PO 26053 to facilitate the sale of the Hyperborean condos for category local buyers (01:01:36 in video)

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Courtney Hamilton, Amanda Breen, Neil Bradshaw

NAYS: Spencer Cordovano, Tripp Hutchinson

RESULT: Motion Passes

Comments by the Council and staff (01:02:30 in video)

15. Update on appointments to city boards and commissions

Presented by: Neil Bradshaw (01:07:18 in video)

Comments and discussion by the Council and staff (01:09:01 in video)

16. Briefing regarding proposed updates to City Code (Titles1-4) (01:26:16 in video)

Presented by: Jade Riley

Comments and discussion by the Council and staff (01:42:14 in video)

Motion to adjourn. (01:47:25 in video)

MOVER: Amanda Breen

SECONDER: Spencer Cordovano

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

RESULT: Adjourned

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"-9700000000","9910000000"-9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC					
NBS-National Benefit Services	CP428055	FSA Claims	1,562.87		0
Total :			1,562.87		
LEGISLATIVE & EXECUTIVE					
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	511.36		0
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG					
HAMILTON, COURTNEY	100925	Mountain Towns Conference Reimbursement	995.83		0
Total LEGISLATIVE & EXECUTIVE:			1,507.19		
ADMINISTRATIVE SERVICES					
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	1,418.84		0
01-4150-2760 OTHER EMPLOYEE BENEFITS					
SUN VALLEY PERFORMING ART	10067	Venue for October All-Hands Meeting	750.00		0
NICOLAI, HEATHER	102725	Employee Recognition Reimbursement	111.93		0
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
Gem State Paper & Supply	1150959-02	Coffee sugar packets	32.39		0
Gem State Paper & Supply	1152135	Copy paper	263.54		0
01-4150-4200 PROFESSIONAL SERVICES					
FD Ventures	2025-13	Year Contract for Community Engagement/Event Support	3,333.34	26024	0
FORTE	89109182	Remote in Service for Crestron controller repair (controller part under warranty) - ZOOM Room - Community Meeting Room	686.25		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
HAILEY & WOOD RIVER CHAMB	12023	Government 2026 Annual Member Dues for The Chamber	300.00		0
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG					
Whipple, Ben	111925	Public Works Kick-Off Lunch Reimbursement	103.58		0
01-4150-5200 UTILITIES					
Idaho Power	2203990334 11	2203990334 131 E River St, 296 N 1st Ave Light Center	62.83		0
Idaho Power	2206570869 11	2206570869 171 E River St	17.82		0
Idaho Power	2224128120 11	2224128120 191 5th St W	834.83		0
Idaho Power	2260077785 11	2260077785 180 E 1st St Whse	136.21		0
Total ADMINISTRATIVE SERVICES:			8,051.56		
CITY CLERK					
01-4152-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688.01	HRA Medical Claim - CP412688.01	3.00		0
01-4152-4900 PERSONNEL TRAINING/TRAVEL/MTG					
Idaho Association of Counties	IAC-260420	Fall 2025 Local Government Training fees for three attendees	150.00		0
01-4152-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333450155 111	333450155 Monthly Telephone Charges	84.15		0
Syringa Networks LLC	SMI-001359	Fixed recurring charges for IPVPN and Business Internet services	2,480.00		0
01-4152-5110 COMPUTER NETWORK					
Integrated Technologies	272754	Contract base rate and copies/prints charges for office equipment usage	620.91		0
Total CITY CLERK:			3,338.06		
COMMUNITY ENGAGEMENT					
01-4154-4200 PROFESSIONAL SERVICES					
FD Ventures	2025-14	Year Contract for Community Engagement/Event Support	3,333.34	25102	0
Total COMMUNITY ENGAGEMENT:			3,333.34		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
FINANCE					
01-4156-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	1,285.75		0
01-4156-3100 OFFICE SUPPLIES & POSTAGE					
Copy & Print LLC	7710	Printing and design services for #10 window envelopes	1,044.62		0
01-4156-6510 COMPUTER SERVICES					
Caselle, Inc	INV-12406	Maintenance and support and cloud hosting subscription services	4,550.00		0
Total FINANCE:			6,880.37		
LEGAL					
01-4160-4200 PROFESSIONAL SERVICES					
White Peterson Law Firm	24892R 103125	Legal services covering general administration, water rights, and zoning	17,500.00		0
Total LEGAL:			17,500.00		
PLANNING & BUILDING					
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	1,389.66		0
01-4170-4200 PROFESSIONAL SERVICES					
S & C Associates LLC	3682	Professional consulting services for various development and engineering projects	2,425.00		0
01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM					
Harmony Design & Engineering	25745	Professional engineering services for SAP review and RISKMAP review	1,832.50		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
Copy Center LLC	3914	Printing and mailing public notice postcards for various city projects	281.05		0
01-4170-4500 GEOGRAPHIC INFO SYSTEMS					
Geobility LLC	1178	GIS Professional Services, consulting, and mapping application data design	3,790.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total PLANNING & BUILDING:			9,718.21		
NON-DEPARTMENTAL					
01-4193-4200 PROFESSIONAL SERVICE					
Gallagher Benefit Services	355918	Ongoing consulting services for November 2025	2,083.33		0
01-4193-4901 CULTURE PROJECTS					
Atkinsons' Market	06900034	All Hands Lunch	8.54		0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
PERFECT APPEARANCE COLLISI	3880	ICRMP Claim - Ambulance Repair	1,535.63		0
Total NON-DEPARTMENTAL:			3,627.50		
FACILITY MAINTENANCE					
01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	427.74		0
01-4194-4200 PROFESSIONAL SERVICES					
IRISH ELECTRIC	10325	Light bollards for SV Rd	3,861.00		0
01-4194-4220 PROF SERV-CITY BEAUTIFICATION					
Silver Creek Supply	0024045196-00	Christmas lights	538.00		0
01-4194-5200 UTILITIES					
Idaho Power	2201272487 11	2201272487 480 E 4th St Rest	108.10		0
Idaho Power	2203313446 11	2203313446 900 N 3rd Ave Rest	26.34		0
Idaho Power	2203538992 11	2203538992 480 E 4th St Event	51.70		0
Ohio Gulch Transfer Station	00339496	Asphalt, dirt, and lumber disposal service	14.28		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
Idaho Power	2202522062 11	2202522062 491 E Sun Valley Rd	351.64		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
Right Brain Unlimited LLC	35155	Reprocessed scrap plastic bags	3,769.28		0
01-4194-6950 MAINTENANCE					
A.C. Houston Lumber Co	2511-948044	Paracord, tarp	52.98		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
A.C. Houston Lumber Co	2511-948597	Fasteners	5.94		0
A.C. Houston Lumber Co	2511-949074	Rubber straps	14.96		0
A.C. Houston Lumber Co	2511-951673	Fasteners	2.42		0
A.C. Houston Lumber Co	2511-951765	Lumber	120.00		0
Chateau Drug Center	3036579	Electrical tape and staples	11.00		0
Chateau Drug Center	3084508	Electrical tape	14.42		0
Chateau Drug Center	3084750	Cable ties	9.49		0
D & B Supply	4821	Return Credit	194.99-		0
Ohio Gulch Transfer Station	00342064	Clean wood waste disposal services at transfer station	21.12		0
Pipeco, Inc.	S6168031.001	Jumper cord	21.20		0
Total FACILITY MAINTENANCE:			9,226.62		
POLICE					
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	150.60		0
01-4210-3610 PARKING OPS PROCESSING FEES					
Data Ticket Inc	185898	Citation processing, collections, and maintenance services for October 2025	577.71		0
01-4210-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333466365 111	333466365 Monthly Telephone Charges	194.43		0
Total POLICE:			922.74		
FIRE & RESCUE					
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	174.36		0
01-4230-3200 OPERATING SUPPLIES FIRE					
Integrated Technologies	272754	Contract base rate and copies/prints charges for office equipment usage - Bill back to KFD	93.88		0
Total FIRE & RESCUE:			268.24		
STREET					
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	907.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4310-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2511-949255	Gorilla Tape and Duct Tape	22.98		4310047
A.C. Houston Lumber Co	2511-950126	Duct tape, fine point marker, and gorilla tape	26.07		4310047
A.C. Houston Lumber Co	2511-950775	Razor scraper	15.98		4310040
Atkinsons' Market	03150526	Appreciation luncheon	22.74		4310047
D & B Supply	3570	Workwear	173.96		4310047
D & B Supply	3866	Boots and clothing	255.96		4310047
D & B Supply	4924	Workwear	280.96		4310047
D & B Supply	6690	Workwear	179.97		4310044
D & B Supply	9131	Workwear	190.00		4310044
Gem State Paper & Supply	1152026	Paper towel rolls	108.14		4310047
01-4310-3400 MINOR EQUIPMENT					
Norco	0045200313	Twin hose, cutting attachment, and torch handle	332.63		4310044
01-4310-3500 MOTOR FUELS & LUBRICANTS					
Valley Wide Cooperative	U001C680	Unleaded gas	1,019.60		4310044
Valley Wide Cooperative	U001C681	Winter blend fuel supply	1,534.39		4310044
Thermo-Fluids	98449700	Used oil service and recovery fee for automotive waste	305.50		4310044
01-4310-5200 UTILITIES					
Idaho Power	2204882910 11	2204882910 200 E 10th, 260 E 10th	614.07		4310047
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQUIPMENT					
Napa Auto Parts	241710	Oil filter, motor oil, and wiper blades	96.96		4310044
01-4310-6100 REPAIR & MAINT--MACHINERY & EQUIPMENT					
KENWORTH SALES COMPANY	012P85169	Brake clutch	39.42		4310044
Napa Auto Parts	241709	Wrench	59.97		4310044
Napa Auto Parts	242690	Deodorizer- Dozer	14.41		4310044
Napa Auto Parts	242876	Oil filter	6.18		4310044
Napa Auto Parts	243030	Couplers and adapters	73.44		4310044
Napa Auto Parts	243336	Oil filter and oil absorbent	82.89		4310044
Napa Auto Parts	610221	Batteries, core deposits	476.98		4310044
Commercial Tire	09-166723	Light truck flat repair service and radial repair	33.70		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
Cintas	4250439825	Rental and cleaning services for mats and coveralls	21.83		4310047
Cintas	5301818003	First aid supplies and service charge for facility maintenance	170.54		4310047
Norco	0045071135	Oxygen cylinders	69.72		4310044

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Norco	0045183607	Industrial gas and welding gloves	272.06		4310044
01-4310-6920 SIGNS & SIGNALIZATION					
Econo Signs LLC	10-999797	Aluminum signs	108.14		4310040
01-4310-6930 STREET LIGHTING					
Idaho Power	2201013857 11	2201013857 160 W 6th St Light	31.97		4310050
Idaho Power	2201174667 11	2201174667 6th & Main	5.89		4310050
Idaho Power	2202627564 11	2202627564 411 N Main Light	27.52		4310050
Idaho Power	2203855230 11	2203855230 291 N Walnut Ave Light	57.31		4310050
Idaho Power	2204535385 11	2204535385 420 E 4th St Lights	50.01		4310050
Idaho Power	2204882910 11	2204882910 41C Lights, Street Lights, Traffic Lights	565.16		4310050
Idaho Power	2206773224 11	2206773224 600 E 2nd St Lights	29.04		4310050
Idaho Power	2207487501 11	2207487501 560 N 1st Ave Lights	28.09		4310050
Idaho Power	2208316659 11	2208316659 391 N 1st Ave Lights	30.79		4310050
Idaho Power	2208791562 11	2208791562 1st & Main	47.05		4310050
Idaho Power	2208794558 11	2208794558 EV Charger	93.61		4310050
Lutz Rentals	168216-1	Bit	4.32		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
Color Haus, Inc.	A9B6E	Paint for Valleywood Parking	51.96		4310040
Walker Sand and Gravel	1586378	Imported Dirty Fill	131.40		4310033
Miovision Technologies, Inc	107864	Traffic data collection services including intersection and crosswalk counts	4,679.74		4310052
Reflective Markers LLC	3170	Reflective rods and caps	516.86		4310037
Total STREET:			13,866.91		
RECREATION					
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	638.03		0
01-4510-3200 OPERATING SUPPLIES					
Chateau Drug Center	3087746	Storage tote	24.68		0
Chateau Drug Center	3087831	Ceramic block magnet	5.69		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
Atkinsons' Market	03152466	Bananas and apples	8.20		0
Atkinsons' Market	03153499	Apples, half and half, and bananas	17.37		0
Atkinsons' Market	05008590	Coffee	18.98		0
Atkinsons' Market	06904825	Mandarins, apples, and bananas	25.89		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Sysco	14025998P	Credit for unfulfilled order	168.89-		0
Total RECREATION:			569.95		
Total GENERAL FUND:			80,373.56		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7110 DOWNTOWN CORE SIDEWALK (P)					
Canyon Excavation, LLC	3260	SV Rd Sidewalk Renovation	23,340.00	26065	0
03-4193-7135 MAIN STREET REHAB					
Idaho Materials & Construction	112125	Correction payment on Main St	2,000.00		713501
03-4193-7205 WEBSITE REBUILD					
CIVICPLUS LLC	353015	Website Rebuild	53,594.00	26066	0
Anderson, Amanda	COK01	WEBSITE REBUILD PROJECT	5,500.00	26060	0
03-4193-7500 PARKING MANAGEMENT					
IRISH ELECTRIC	11125	Parking Management Installation Work	9,472.00	26067	0
Cleverciti Systems Corporation	2570579	Parking Management	26,414.00	26026	0
03-4193-7607 SIDEWALK CURB AND GUTTER					
HDR Engineering, Inc.	1200776017	On-Call Engineering Support	919.00	25113	0
Total GENERAL CIP EXPENDITURES:			121,239.00		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7136 HYPERBOREAN CONDO RENOVATION					
Peak Venture Group LLC	1068	Renovation of Hyperborean Condos	14,558.21	25171	0
03-4194-7162 TOWN SQUARE REMODEL PHASE I					
Big Wood Landscape, Inc.	32651	Paver Installation Town Square/Starbucks	34,726.12	26023	0
Total FACILITY MAINT CIP EXPENDITURE:			49,284.33		
Total GENERAL CAPITAL IMPROVEMENT FD:			170,523.33		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	1,265.28		0
54-4410-3100 GENERAL OFFICE					
CONNELLY, CARISSA	111525	Montana Tour of Housing Entities	1,214.54		0
NICOLAI, HEATHER	100825	Missoula Conference Reimbursement	371.18		0
54-4410-4200 PROFESSIONAL SERVICES					
AGNEW BECK CONSULTING INC	20430	Housing Affordability Support 2025-2026	1,687.50	26003	0
54-4410-4225 DEED RESTRICTIONS					
PIONEER TITLE COMPANY	111225	Ownership & Preservation Program Deed Restriction 305 Andora Ln #143	202,575.00		0
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
Office Bright Inc	2215	Cleaning services	140.00		0
Sprague Pest Solutions	6005185	Monthly pest control service for rodent interior and exterior	96.25		0
RIXON EXCAVATION	1737	Mobilization and demolition services for shed at lift tower lodge	7,250.00		0
54-4410-4260 EVERGREEN PROF SVCS					
Sentinel Fire & Security, Inc	117182	Monitoring services for Evergreen Apartments	101.97		0
BUDGET LAWN & SERVICES	1097	Commercial washer and dryer cleaning and service	90.00		0
54-4410-4270 291 N 2ND PROF SVCS					
Boulder Mountain Property Manage	B4000	Monthly management fee for HOA services for Hyperborean	320.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
Idaho Power	2208260063 11	2208260063 703 S Main St	288.98		0
Idaho Power	2226910376 11	2226910376 702 S Main St	385.00		0
54-4410-5210 291 N 2ND AVE UTILITIES					
Idaho Power	2227900418 11	2227900418 291 N 2nd Ave	380.40		0
54-4410-5215 EVERGREEN UTILITIES					
Idaho Power	2228126856 11	2228126856 141 Bird Dr I	23.24		0
Idaho Power	2228126898 11	2228126898 141 Bird Dr Utl	174.44		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
54-4410-5915 EVERGREEN REPAIR & MAINTENANCE					
BUDGET LAWN & SERVICES	1086	Contract labor and materials for various facility repairs and maintenance	288.10		0
BUDGET LAWN & SERVICES	1088	Contract labor and reimbursables for apartment maintenance and repairs	255.07		0
Total COMMUNITY HOUSING EXPENSE:			216,906.95		
Total COMMUNITY HOUSING:			216,906.95		
WATER FUND					
WATER EXPENDITURES					
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	40.00		0
63-4340-3120 DATA PROCESSING					
Billing Document Specialists	103222	Billing document preparation, imaging, USPS NCOA, and postage services	635.13		0
63-4340-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2511-953306	Tarp, glue, and trash bags	87.97		0
D & B Supply	4969	Workwear	324.45		0
Integrated Technologies	272754	Contract base rate and copies/prints charges for office equipment usage	51.54		0
Pipeco, Inc.	S6179817.001	Plug wrench	26.63		0
Webb Landscaping	K-IN-209629	Wildflower seeds	19.96		0
63-4340-3400 MINOR EQUIPMENT					
A.C. Houston Lumber Co	2511-952075	Cordless vacuum and magnetic sweeper	194.98		0
63-4340-3500 MOTOR FUELS & LUBRICANTS					
Valley Wide Cooperative	U001C682	Unleaded gas purchase for City of Ketchum vehicles	809.73		0
63-4340-3600 COMPUTER SOFTWARE					
PTC INC	10598029	Subscription auto renewal for Allen-Bradley Suite software	644.00		0
63-4340-3800 CHEMICALS					
Oxarc Inc	0032457232	Sodium Hypochlorite chemical supply and delivery charge	351.72		0
63-4340-4200 PROFESSIONAL SERVICES					
Go-Fer-It	139184	Courier services for three shipments to Magic Valley Labs	99.75		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Spronk Water Engineers Inc	WRV03-26	Engineering services for Big Wood River GW Management Area Technical Working Group	1,041.25		0
63-4340-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333465565 110	333465565 Monthly Telephone Charges	145.23		0
Syringa Networks LLC	SMI-001359	Fixed recurring charges for IPVPN and Business Internet services	247.50		0
63-4340-5200 UTILITIES					
Idaho Power	2202458903 11	2202458903 110 River Ranch Rd Optc	687.70		0
Idaho Power	2206786259 11	2206786259 110 River Ranch Rd Admin	28.71		0
63-4340-6000 REPAIR & MAINT-AUTO EQUIP					
Les Schwab	11700973875	Tires, wheel balance, TPMS rebuild, and disposal services	1,136.76		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
Pipeco, Inc.	S6179412.001	Irrigation supply	29.99		0
Canyon Excavation, LLC	3261	Asphalt removal and repaving near water valve and meter box	2,000.00		0
Mountainland Supply Company	S107433749.00	Water service saddle supplies for municipal infrastructure	293.19		0
Total WATER EXPENDITURES:			8,896.19		
Total WATER FUND:			8,896.19		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7650 WATER METERS					
Ferguson Enterprises, LLC	0941471	Meters	4,511.36		0
Total WATER CIP EXPENDITURES:			4,511.36		
Total WATER CAPITAL IMPROVEMENT FUND:			4,511.36		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP428055	HRA Medical Claims	333.33		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-3120 DATA PROCESSING					
Billing Document Specialists	103222	Billing document preparation, imaging, USPS NCOA, and postage services	635.14		0
65-4350-3200 OPERATING SUPPLIES					
Chateau Drug Center	3078316	Flush valve repair kit	11.39		0
D & B Supply	5755	Powerlock Tape	8.99		0
D & B Supply	9143	Work boots	179.99		0
Gem State Paper & Supply	1151562	Soap dispensers and nitrile gloves	121.84		0
Integrated Technologies	272754	Contract base rate and copies/prints charges for office equipment usage	22.75		0
HOEFER, ZACH	110625	Workwear	100.64		0
HEYREND, JAMES	112125	Workwear Reimbursement	190.79		0
65-4350-3600 COMPUTER SOFTWARE					
PTC INC	10598135	Allen-Bradley Suite software subscription auto renewal for one year	644.00		0
65-4350-3800 CHEMICALS					
Analytical Laboratories, Inc.	2504203A	Adjustment Credit	125.00-		0
North Central Laboratories	522650	pH buffer solution	95.73		0
North Central Laboratories	525011	Analytical filter funnel	329.52		0
65-4350-4200 PROFESSIONAL SERVICES					
Go-Fer-It	140447	Express delivery service	29.40		0
65-4350-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333803119 111	333803119 Monthly Telephone Charges	85.23		0
Syringa Networks LLC	SMI-001359	Fixed recurring charges for IPVPN and Business Internet services	247.50		0
65-4350-5200 UTILITIES					
Idaho Power	2202158701 11	2202158701 110 River Ranch Rd	11,634.70		0
Idaho Power	2202703357 11	2202703357 1001 Chief Joseph Ct	28.64		0
Idaho Power	2206786259 11	2206786259 110 River Ranch Rd Admin	28.71		0
65-4350-6000 REPAIR & MAINT-AUTO EQUIP					
Napa Auto Parts	243171	De-icer	35.94		0
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
CONSOLIDATED ELECTRICAL DI	8819-92875	Electrical Relay Output	960.19		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WASTEWATER EXPENDITURES:			15,599.42		
Total WASTEWATER FUND:			15,599.42		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7813 CAPITAL IMP PLAN(NO SHARING)					
HDR Engineering, Inc.	1200767986	TO5 - Sewer Collection Master Plan	18,205.84	26068	0
67-4350-7815 AERATION BASINS BLOWERS & ELEC					
HDR Engineering, Inc.	1200756873	TASK ORDER #3: SERVICES DURING CONSTRUCTION FOR AERATION UPGRADES PROJECT	7,964.98	24055	0
HDR Engineering, Inc.	1200774038	TASK ORDER #3: SERVICES DURING CONSTRUCTION FOR AERATION UPGRADES PROJECT	4,183.14	24055	0
67-4350-7818 ROTARY DRUM THICK & DEWATERING					
HDR Engineering, Inc.	1200756874	TO 6: Services during Construction	22,657.01	25116	0
HDR Engineering, Inc.	1200765262	TO 6: Services during Construction	32,347.97	25116	0
HDR Engineering, Inc.	1200775678	TO 6: Services during Construction	44,982.73	25116	0
HDR Engineering, Inc.	1200776229	TO 6: Services during Construction	7,436.75	25116	0
67-4350-7823 HAUL TRUCK					
Penske Leasing & Rental Company	0796125111301	2018 Freightliner T12664ST	55,945.00	26062	0
Penske Leasing & Rental Company	316026	Idaho Dealer Fee for 2018 Freightliner T12664ST	820.00	26062	0
Total WASTEWATER CIP EXPENDITURES:			194,543.42		
Total WASTEWATER CAPITAL IMPROVE FND:			194,543.42		
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					
93-4900-6500 ICE RINK-PRIVATE					
Kendrick Equipment	U53133	Squeegee, spreader, safety kit	246.62		0
93-4900-7950 WARM SPRINGS PRESR-RESTORATION					
Conrad Brothers Construction	1222	Utilities & Grading of Warm Springs Preserve	48,140.00	25115	101
Conrad Brothers Construction	1222	Welcome Building at Warm Springs Preserve	174,147.33	25115	101

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Nested Strategies	1287	Warm Springs Preserve Restoration Support	1,312.50	26045	0
Rio Applied Science & Engineering	25-025-02861	Construction Support & FEMA Coordination	1,014.04	25122	101
Rio Applied Science & Engineering	25-025-02861	Construction Support & FEMA Coordination	2,661.36	25122	100
Total PARKS/REC TRUST EXPENDITURES:			227,521.85		
Total PARKS/REC DEV TRUST FUND:			227,521.85		
Grand Totals:			918,876.08		

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 1, 2025 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to approve the Crossbuck North Townhomes Preliminary Plat and Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision for both applications.

Recommended Motion:

Motion #1: "I move to re-approve the Crossbuck North Townhomes Preliminary Plat, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Motion #2: "I move to approve the Crossbuck North Townhomes Final Plat, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The Planning and Zoning Commission unanimously approved the Crossbuck North Townhomes (previously called the 7th Street Townhomes) Design Review Application File No. P22-031 and recommended approval of the Townhouse Subdivision Preliminary Plat Application File No. P22-031A on April 11, 2023. The City Council approved the Crossbuck North Townhomes Preliminary Plat on May 15, 2023.
- Pursuant to Ketchum Municipal Code §16.04.030.I, failure to record a Final Plat within two years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void. There have been no changes to the Preliminary Plat, which expired on May 15, 2025.
- The Final Plat application was received on October 20, 2025. The application is in conformance with the preliminary plat and complies with all applicable standards for Final Plats and Townhouse Subdivisions as specified in the Subdivision Regulations (Title 16) of Ketchum Municipal Code. The Final Plat also complies with all conditions, except for the expiration of the Preliminary Plat approval. All city departments have reviewed the application and have no issues or concerns with the proposed townhouse subdivision.
- In preparing this staff report, staff noticed an error in the original Findings of Fact for the Preliminary Plat application where criteria KMC 16.04.040.R & 16.04.040.S were omitted. These standards have been added to the updated Findings of Fact for the Preliminary Plat application.

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

Sustainability Impact:

Approval of the Townhouse Subdivision Final Plat does not limit the ability of the City to reach the goals of the adopted Climate Action Plan.

Financial Impact:

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

Attachments:

1. Preliminary Plat Application and Supporting Materials
2. Crossbuck North Townhomes Preliminary Plat
3. Preliminary Plat Draft Findings of Fact, Conclusions of Law, and Decision
4. Final Plat Application and Supporting Materials
5. Crossbuck Subdivision Final Plat
6. Final Plat Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum

Attachment 1: Preliminary Plat Application & Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: 7TH STREET TOWNHOMES			
Owner of Record: MMDM12 LLC.			
Address of Owner: PO Box 2028, SUN VALLEY, ID 83353			
Representative of Owner: BRUCE SMITH, PLS ALPINE ENTERPRISES INC.			
Legal Description: KETCHUM TOWNSITE, BLOCK 6B, LOT 3			
Street Address: NONE ASSIGNED			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS			
Total Land Area: 8,238 SQ. FT., 0.19 AC.			
Current Zoning District: GR-L, GENERAL RESIDENTIAL LOW-DENSITY			
Proposed Zoning District: GR-L, GENERAL RESIDENTIAL LOW-DENSITY			
Overlay District: NONE			
TYPE OF SUBDIVISION			
Condominium ☐	Land ☐	PUD ☐	Townhouse ☒
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: 10' P.U.E. ALONG W. 7TH ST. ROW, 5' P.U.E. ALONG ALLEY R.O.W., AND MUTUAL RECIPROCAL UTILITY EASEMENTS ON SUBLOTS 1 AND 2 FOR USE, MAINTENANCE, AND REPAIR.			
Briefly describe the improvements to be installed prior to final plat approval: CONSTRUCT BUILDINGS, INFRASTRUCTURE, AND LANDSCAPING.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Bruce S. Alpine Enterprises Inc.

11 APR 22 10 SEP 25

Applicant Signature
REPRESENTATIVE

Date

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



0 100 200 400
Feet

1 inch = 200 feet

A Vicinity Map Showing
7th Street Townhomes
City of Ketchum
Blaine County, Idaho

ALPINE ENTERPRISES INC.

PO Box 2037
660 Bell Drive, Unit 1
Ketchum, Idaho
208-727-1988

April 2022

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
120 2nd Avenue Suite 101, PO Box 7999
Ketchum, ID 83340

Instrument # 678101

HAILEY, BLAINE, IDAHO
01-11-2021 12:42:49 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **912512K (smw)**

Date: **January 04, 2021**

For Value Received, **Andrew C. Fehr as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **MMDM12, LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **PO Box 2028, Sun Valley, ID 83353**, the following described premises, situated in **Blaine County, Idaho**, to-wit:

Lot 3 in Block 68 of the REPLAT OF BLOCK 68, TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/04/2021

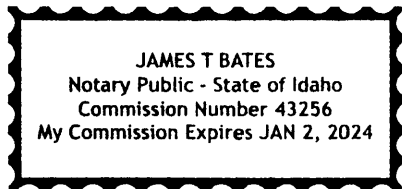
Warranty Deed
- continued

File No.: 912512K (smw)

Andrew C. Fehr
Andrew C. Fehr

STATE OF Idaho)
COUNTY OF BLAINE)
SS.

On this 8th day of January, 2021, before me, a Notary Public in and for said State, personally appeared **Andrew C. Fehr**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



[Signature]
Notary Public for the State of
Residing at: Ketchum ID
My Commission Expires: 01.02.2024



OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OX 13546069**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida Corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal

bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:

First American Title Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111



Authorized Signature

By



President

Attest



Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a

condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under

this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including 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, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the

exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

SCHEDULE A

**First American Title Company
120 2nd Avenue Suite 101, PO Box 7999
Ketchum, ID 83340**

File No.: **912512K**
Address Reference: **Lot 3 Blk 68 Ketchum Ketchum, ID
83340**

Policy No.: **OX 13546069**

Amount of Insurance: **\$825,000.00**
Date of Policy: **January 11, 2021 at 12:42 P.M.**

Premium: **\$2,618.00**

1. Name of Insured:

MMDM12, LLC, an Idaho limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

MMDM12, LLC, an Idaho limited liability company

4. The Land referred to in this policy is described as follows:

**Lot 3 in Block 68 of the REPLAT OF BLOCK 68, TOWN OF KETCHUM, according to the
official plat thereof, recorded as Instrument No. 185154, records of Blaine County,
Idaho.**

SCHEDULE B

Policy No.: OX 13546069

File No. 912512K

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in 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 rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2021 taxes are an accruing lien, not yet payable.
8. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department.
9. Easement and Notes, as shown on the plat of REPLAT OF BLOCK 68, TOWN OF KETCHUM, recorded as Instrument No. 185154, records of Blaine County, Idaho.
10. Restrictive Covenants, executed by CASA BLANCA COMPANY, recorded 3-29-1979 as Instrument No. 192290, records of Blaine County, Idaho.
11. Underground Power Line Easement, in favor of Idaho Power Company, recorded 11-12-1978, Instrument No. 289842, records of Blaine County, Idaho.
12. Deed of Trust dated January 08, 2021, to secure an original indebtedness of \$552,500.00, and any other amounts and/or obligations secured thereby.
Recorded: January 11, 2021, as Instrument No. 678102
Grantor: MMDM12, LLC, an Idaho limited liability company
Trustee: First American Title Company
Beneficiary: Mountain West Bank, Division of Glacier Bank



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
-----------	---

Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.
---------------------------------------	---

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

8 - # 7227

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Casa Blanca Company, a general partnership, hereby covenants and agrees with all persons, firms or corporations hereafter acquiring any property or lots described as Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 68, City of Ketchum, State of Idaho, all of which lots are presently owned by Casa Blanca Company, are hereby subjected to the following restrictions as to the use thereof running with said property by whomsoever owned, to-wit:

1. Each and every owner of the whole or any portion of said lots shall comply with the City of Ketchum Zoning Ordinance together with any and all other governmental regulations regarding said lots.

2. No trailers or temporary residences shall be used for any purpose and no temporary building of any kind shall be used except during the actual course of construction.

3. No trash cans or clothes lines shall be visible but shall be protected by enclosures or fences.

4. No power, utility or television lines shall be above the surface of the ground and no radio or television antennae shall be allowed.

5. Fences four feet high shall be allowed on boundary lines and to within ten feet of the street line; boundary fences may be increased in height to a maximum of six feet if the consent of the adjoining owner is given, and screen fences of six feet may be allowed around patios connected to the residence. (All materials used shall be submitted to the Design Committee for approval.)

6. No exposed cinder-block construction shall be allowed, except as shall be allowed by the Grantor or such committee designated thereby.

7. No single family residence shall be constructed on these premises of less than 1500 square feet of floor space plus a double car garage. No multi-family unit shall be constructed on these premises of less than 1000 square feet per unit plus a double car garage.

8. No trash or weeds shall be allowed to accumulate on the premises, and the full lot shall be landscaped according to the Master Plan developed by Casa Blanca Company.

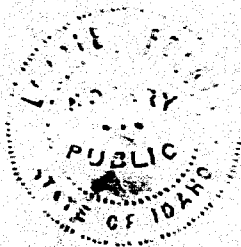
9. No signs shall be allowed, except a sign indicating the number of the residence, the name of the resident, or such temporary signs as "for sale" signs.

10. All structures shall be stained or painted with natural or earth tone color to be approved by Design Committee, and all roofs shall be wood shingle or shake.

11. Grantors or their designated committee comprised of Lot owners, shall act as a design review board. Each Lot shall be given one vote with five a majority. Each residence shall be located within the building envelope designated by Grantors. All building plans, site plans, landscaping plans and all structures to be placed on said premises shall be specifically approved by said board previous to any construction or development. Approval of said plans shall not be unreasonably withheld.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods to ten years unless by vote of two-thirds of the then-owners of the lots, it is agreed to change said covenants in whole or in part.

Dated this March 23, 1979



By: Emil J. Capiak
EMIL J. CAPIK

By: Alex Higgins
ALEX HIGGINS

STATE OF IDAHO }
County of Blaine)

On this 28th day of March, 1979 before me, the undersigned Notary Public in and for said State, personally appeared EMIL J. CAPIK and ALEX HIGGINS, known to me to be the Individuals, and acknowledged to me that they executed the within instrument.

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

Louise Lewis
NOTARY PUBLIC For IDAHO

Residing at Ketchum, Idaho

My commission expires 7/8

Saintoth title Co
3:45
March 29, 1979

Miss
MARIE ME LUYA
BY Hazel Barber
2:45
COUNTY OF BLAINE
STATE OF IDAHO

No: 192290

Idaho Power Company
UNDERGROUND POWER LINE EASEMENT

45-701-628

Emil J. CAPIK and BARBARA R. CAPIK
his wife, Grantor(s) of BLAINE County, State of IDAHO, do hereby
grant and convey to IDAHO POWER COMPANY, a corporation, with its principal office located at 1220 Idaho Street,
Boise, Idaho, its licensees, successors and assigns, Grantee, for One Dollar and other valuable considerations, receipt of
which is hereby acknowledged, a permanent and perpetual easement and right of way, sufficient in width to install and
maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter de-
scribed, at all reasonable times, to construct, maintain and repair underground power lines over, through, under and
across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for
the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other ob-
structions and improvements, interfering with the location, construction and maintenance of said power lines, over, on and
across the following premises, belonging to the said Grantor(s) in Blaine County,
State of Idaho, in the following location, to-wit:

A parcel of land in the SE1/4 Section 13, T4N, R17E, B.M., Blaine County, Idaho.

Said parcel is located in Lot 3, Replat of Block 68, Ke-chua Townsite as shown
on the official plat thereof now on file and of record in the office of the
County Recorder of Blaine County, Idaho. More particularly described as
follows:

A 10.0 foot strip of land being 5.0 feet on each side of the following described
line:

Commencing at the Western most corner of said Lot 3 and running thence
S 44° 43' E a distance of 5 feet to the REAL POINT OF BEGINNING; thence
N 45° 17' E a distance of 75 feet to the point of terminus....

The electrical system generally will consist of buried power wires, transformers, junction boxes and other
equipment, part of which may extend above ground, necessary to serve electric power to these premises and adjacent
premises.

Executed and delivered this 4 day of MAY, 19 87

STATE OF IDAHO
County of BLAINE } ss.

On this 4 day of MAY, 19 87, before me, DAVID D. JOHNSON
a Notary Public, personally appeared EMIL J. CAPIK
AND BARBARA R. CAPIK known to me to be the person(s) who executed the foregoing
instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes
therein mentioned.

(Notarial Seal)

David D. Johnson
Notary Public, residing at HAILEY
Commission expires MARCH 20, 19 92

OVER

536-2M-10 77

41
48-05

289842
BLAINE CO
REQUEST
707 MAY 12 AM 11 42
DEPUTY
300

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE 7TH STREET TOWNHOMES

THIS DECLARATION is made on the date hereunder set forth by **MMDM12, LLC**, 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: Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, as shown on the official plat thereof recorded as Instrument No. 185154, records of Blaine County, Idaho (hereinafter sometimes referred to as "Subdivision.
- B. The Lot, and all improvements and structures to be erected and maintained thereon, is a Townhome 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 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 The 7th Street Townhomes, and all real property, parcels, lot, Townhome sub-lots and common area now or hereafter situated within, 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 7th Street Townhomes Owners Association, Inc.

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

Section 4. "Association" shall mean and refer to The 7th Street 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 Sub-lot as shown on the official plat of the development.

Section 7. "7th Street Townhomes Owners Association, Inc." shall mean and refer to the association of owners of Townhome Sub-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 either Townhome Sub-lot; provided, however, that the term "Owner" shall not include those having only a security interest in either 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 either Sub-lot.

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 Sub-lot as depicted on the plat.

ARTICLE II PROJECT DEVELOPMENT

Section 1. Development of Sub-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 Sub-lot.

Section 2. Common Area. Any Common Area shown on the Plat for the Townhomes 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. Sub-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 either Sub-lot.

Section 2. Exterior Changes and Alterations. No changes or alterations to the exterior of any Townhome or other improvement on either Sub-lot may be made or undertaken without the prior approval of the Architectural Design Committee of the 7th Street Townhomes; 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, roofing, 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 either Sub-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 7th Street Townhomes. 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 either Sub-lot or Common Area, nor shall any Sub-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 either 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 the neighboring Sub-lot.

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 the 7th Street Townhomes.

Section 7. Nuisances. No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Sub-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 the other Sub-lot or to the occupants of either residence within the 7th Street Townhomes. 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 either Sub-lot or Common Area so as to be offensive or detrimental to the other Sub-lot, or its occupants, or to the occupants of any residence within the 7th Street Townhomes.

Section 8. Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed on either Sub-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 either Sub-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 either Sub-lot so as to be visible from the adjoining Sub-lot, 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 the other Townhome, Common Area, or properties within the 7th Street Townhomes. For the common good of the Owners, it is the intent of this provision that both Townhomes and related improvements be maintained in a first class manner. Every Owner, by accepting a deed to a Sub-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. 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.

ARTICLE IV COMMON AREA

Section 1. Conveyance to the Association. Prior to the sale of either Sub-lot, 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 storage areas have been provided for 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 Sub-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 Sub-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. Each 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 Declarant shall have two (2) votes for every Sub-lot unit it owns. The total number of votes which may be cast by all Members of the Association shall be the same as the total number of Sub-lots, and each membership shall be entitled to one (1) vote, except as pointed out above.

Section 3. Governance. The Association shall be governed by a Board of Directors and officers in accordance with its Articles of Incorporation and Bylaws. The Board of Directors shall be composed of two directors each of whom shall be appointed by each of the Sub-lot owners.

Section 5. Management of the Common Area. 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 Sub-lot owned by the Declarant, hereby covenants, and each subsequent Owner of either Sub-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 Sub-lots and collected from time-to-time in the manner provided in this Article VI.

Section 2. Annual Assessments. Annual assessments against the Sub-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 Sub-lots.

Section 5. Exemption from Assessment. Notwithstanding anything to the contrary herein contained, no annual or special assessments shall be levied against either Sub-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 Sub-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 Sub-lot shall be secured by a lien on said Sub-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 Sub-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 Sub-lot the legal description of said Sub-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 either Sub-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 Sub-Lot.

Section 9. Personal Liability of Purchasers. Subject to the provisions of Section 7 immediately hereinabove, the purchaser of a Sub-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 Sub-lot.

ARTICLE VII

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 both Sub-lots 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 either Sub-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 Sub-lot, whether the burdens thereon are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto.

ARTICLE VIII

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.

Section 6. Prevailing Law. The provisions of this Declaration shall be construed and enforced pursuant to the laws of the State of Idaho, and all applicable statutes of the City of Ketchum, Idaho.

Section 7. Third Party Beneficiaries. The 7th Street Townhomes Homeowners Association, Inc., and each of its Members, are hereby declared to be expressed beneficiaries of this Declaration, and all covenants, conditions and restrictions herein contained, and may enforce the same by injunction or other appropriate equitable or legal action in the event of a default or failure to perform by the 7th Street Townhomes Owners Association, Inc., or any Owner. Any and all costs, including attorney fees, incurred by 7th Street Townhomes Homeowners Association or any of the members may be recovered from the 7th Street Townhomes Owners Association, Inc.

Section 8. Enforcement. This Declaration, and each and every covenant, condition and restriction herein contained, may be enforced by all legal and equitable means available by any Owner; by the Association, by and through its Board of Directors; or by the 7th Street Townhomes Homeowners Association, Inc., by and through its Board of Directors.

This Declaration is executed this _____ day of _____, 2023.

"DECLARANT"
MMDM12, LLC

By: _____
Jeff A. McNee, Manager

STATE OF _____)
County of _____)
ss. _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Idaho, personally appeared JEFF A. MCNEE, known or identified to me, to be one of the manager of MMDM12, LLC and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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
Residing at _____

PRIVATE ROADWAY MAINTENANCE AGREEMENT

THIS PRIVATE ROADWAY MAINTENANCE AGREEMENT ("Agreement") is made this ____ day of _____ 2022, by and among _____ which owns "Sub-lot 1A" as described below and _____ "Sub-lot 1B" as described below, both in Ketchum, Idaho.

RECITALS

A. Sub-lot 1A is ____ 7th Street, Ketchum, Idaho which is legally described as Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, as shown on the map attached hereto as "Exhibit A" and incorporated herein by this reference, and as more particularly described as _____, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

B. Sub-lot 1B is ____ 7th Street, Ketchum, Idaho which is legally described as Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, as shown on the map in green attached hereto as Exhibit "A" and incorporated herein by this reference, and as more particularly described as _____, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

C. Sub-lot 1A and Sub-Lot 1B are owned by the individual or entities set forth above, and are individually referred to as "Owner" and collectively referred to herein as "Owners," of the private driveway known as 7th Street City Alley, Ketchum, Idaho, as shown on the map in orange attached hereto as "Exhibit A" and incorporated herein by this reference, and as more particularly described as the 7th Street City Alley, a non-dedicated private access driveway, as more particularly set forth on the official plat Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, Blaine County, Idaho ("7th Street City Alley"). The 7th Street City Alley runs along both Sublots 1A and 1B and the Owners utilize that portion pursuant to an easement, as set forth on the official 1995 revised S/G Subdivision plat, recorded as Instrument No 391119, records of Blaine County, Idaho.

D. The parties desire to set forth their agreement regarding maintenance and liability for use of 7th Street City Alley and certain other matters as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the terms and conditions of this Agreement, and other valuable and mutual considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Maintenance. The parties hereby agree to repair and maintain the 7th Street City Alley at all times in good condition and repair, to include, without limitation, grading, filling, repairing, snowplowing, and re-surfacing, when necessary. The maintenance of 7th Street City Alley shall include maintenance of the shoulders and removal of any weed or plant growth. The parties agree that _____ (landscape company) shall perform the snowplowing, grading, shoulder and weed/plant removal and any other maintenance which.

_____ is capable of performing. In the event that a cost for grading, paving or resurfacing is reasonably anticipated to exceed \$5,000.00, such cost shall be by both Owners after obtaining two bids and selecting the lowest bid or upon the mutual written agreement of the Owners selecting a bid.

2. Costs. The owner of Sub-Lot 1A shall pay fifty (50) percent of all maintenance costs of 7th Street City Alley and the owner of Sub-lot 1B shall pay fifty (50) percent of all maintenance costs of 7th Street City Alley.

3. Each shall, upon receipt of a bill for maintenance, pay said bills within thirty (30) days after receipt. Each shall cooperate in selecting maintenance and other service providers and shall endeavor to have the service providers invoice each owner separately where possible.

4. In the event an Owner or Owner's licensee(s) or invitee(s) causes extraordinary damage to 7th Street City Alley, said Owner shall be solely responsible for the cost to repair such damage, and will do so within thirty (30) days.

5. Enforcement. In the event a party fails or refuses to pay when due his, her, or its share of any 7th Street City Alley maintenance expense, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting party by any other party or other person paying the maintenance expenses of the defaulting party ("Curing Party") for reimbursement, plus interest from and after the date said bill was due and payable to and including the date said bill is paid at a rate of twelve percent (12%) per annum. Furthermore, the cost due the Curing Party, including, without limitation, interest, costs and reasonable attorneys' fees, shall become a lien upon the portion of the Property owned by the party upon recordation of a Notice of Assessment stating the amount of the claim of delinquency, the interest and costs which have accrued thereof, the legal description and the street address of the portion of the Property against which the lien is assessed and the name of the record owner thereof. Such notice shall be signed and acknowledged by the Curing Party. Upon recordation, it shall create a lien upon the property described in the Notice of Assessment. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded by the Curing Party at the expense of the defaulting party. Such lien may be foreclosed in the same manner as is provided in the laws of the State of Idaho for the foreclosure of liens on real property or as otherwise provided by law.

6. Attorneys Fees. In the event any person, trust or entity initiates or defends any action or proceeding to enforce or interpret this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding his, her, or its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal) as determined by the arbitrator or court in the same or a separate proceeding.

7. Liability. The Owners acknowledge and agree the owner of Lot 2A has no obligation to maintain or pay any expense related to the maintenance of Rose Court, including the Easement Area. Further, the Owners agree to indemnify and hold harmless the owner of Lot

2A from any claim, lawsuit or other assertion of damage by any user arising out of the design of the Easement Area or the maintenance of the Easement Area.

8. Mediation/Binding Arbitration. In the event of any controversy, claim or dispute between the parties concerning this Agreement or the breach of this Agreement, including questions concerning the scope and applicability of this dispute resolution provision, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the parties to this Agreement. The arbitrator shall have no power to award punitive or exemplary damages.

9. Dedication. At any time the city or county in which 7th Street City Alley is located is willing to accept ownership of 7th Street City Alley, the parties hereby agree to permit such transfer and agree to cooperate with the city or county (including signing all documents as may be required) in order to transfer 7th Street City Alley. At such time as 7th Street City Alley is owned and maintained by the governmental agency, this Agreement shall terminate and no longer be of any force or effect.

10. Binding Agreement. This Agreement shall run with the land and inure to the benefit and be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring an interest in 7th Street City Alley, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

11. Appurtenance. Each term, covenant, condition and agreement contained herein respecting a party's property, or any portion thereof, shall be a burden on the party's property, shall be appurtenant to and for the benefit of the other parties' properties herein and shall run with the land.

12. Amendment. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written and duly executed, notarized, and recorded consent of all parties.

13. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by certified United States mail, Return Receipt Requested, or by United States express mail or other established express delivery (such as Federal Express), postage or delivery charge prepaid, addressed to the person and address shown on the then current real property tax rolls in Blaine County. All notices given pursuant to this Agreement shall be deemed given upon receipt.

14. Invalidation. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons, entities, or circumstances, other than those to which it is invalid or unenforceable, shall not be affected thereby, and each

term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

15. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

16. Headings. The captions and headings in this Agreement are for reference only and shall not be deemed, to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

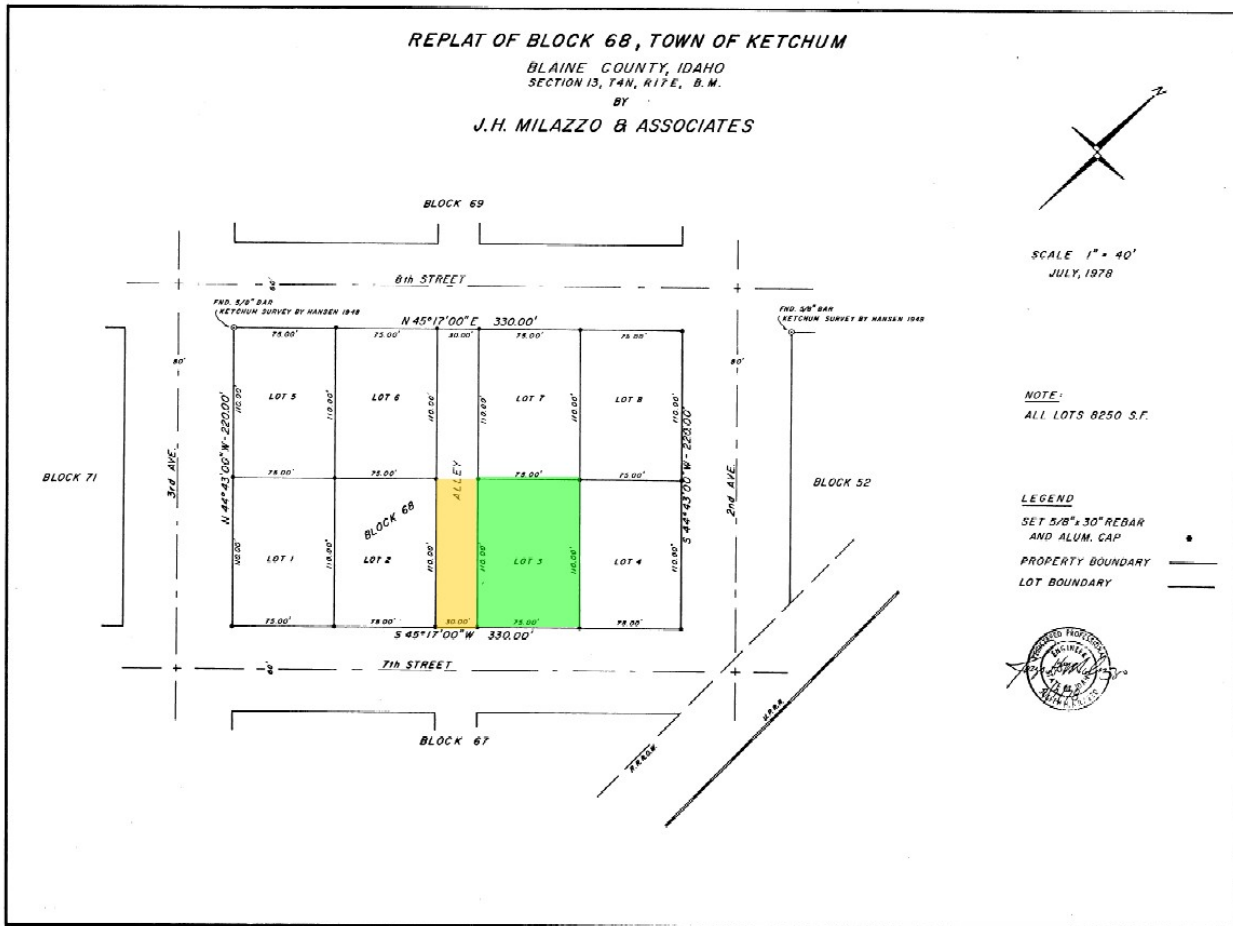
18. Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

19. Joint and Several. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

20. Recording. This Agreement shall be recorded in the office of the recorder of Blaine County.

EXECUTED as of the day and year first above written.

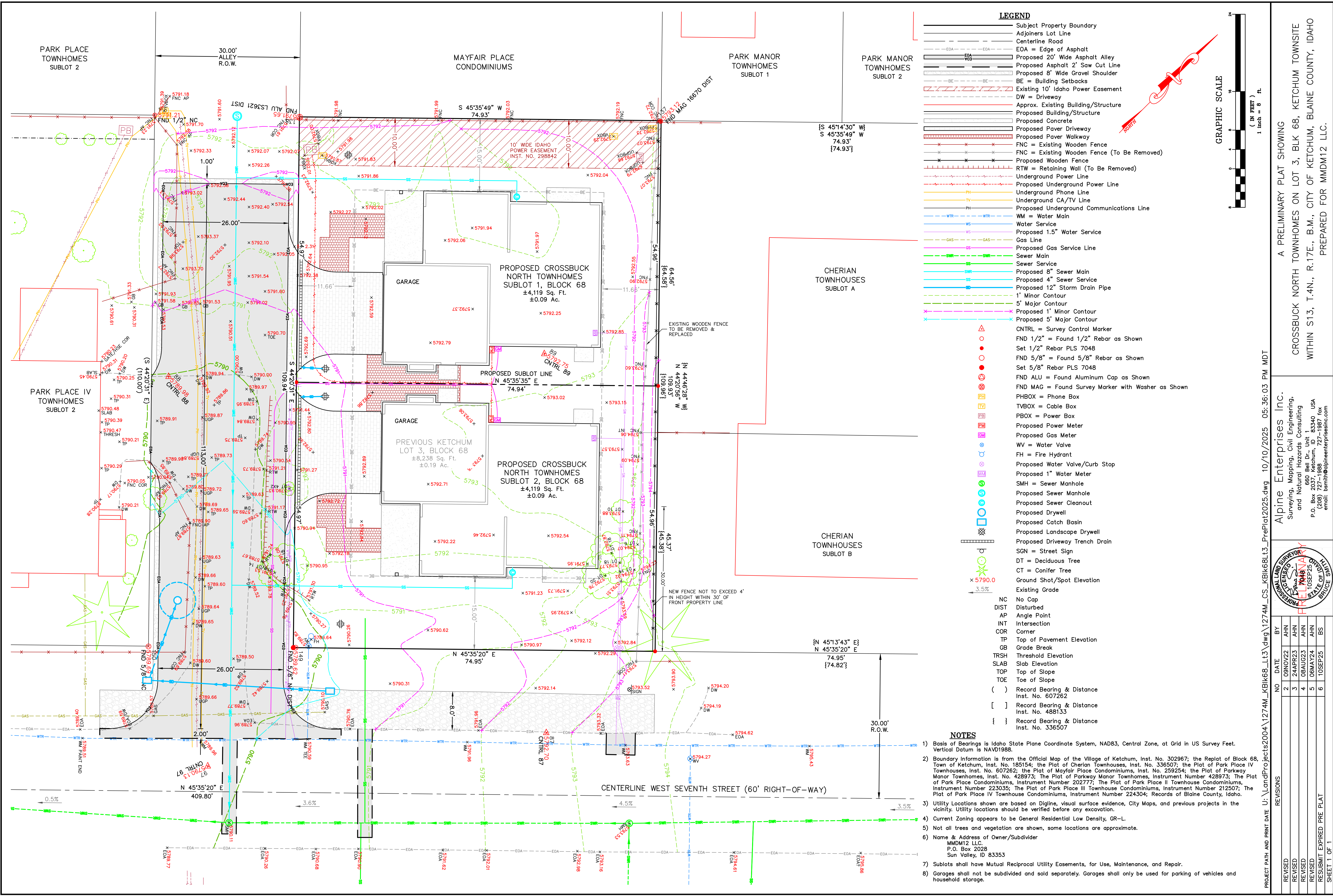
EXHIBIT A





City of Ketchum

Attachment 2: Crossbuck North Townhomes Preliminary Plat





City of Ketchum

Attachment 3:

Preliminary Plat Draft Findings of Fact, Conclusions of Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:	)	
	)	
Crossbuck North Townhomes	)	KETCHUM CITY COUNCIL
Townhouse Subdivision – Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 1, 2025	)	DECISION
	)	
File Number: 22-031A	)	

PROJECT:	Crossbuck North Townhomes
APPLICATION TYPE:	Townhouse Subdivision – Preliminary Plat
FILE NUMBER:	P22-031A
ASSOCIATED APPLICATIONS:	Design Review (P22-031), Preliminary Plat (P22-031A), and Building Permits (24-KET-00032 & 24-KET-00033)
REPRESENTATIVE:	Bruce Smith, Alpine Enterprises Inc.
OWNER:	MMDM12, LLC
LOCATION:	720 & 740 Crossbuck Lane (Ketchum Townsite Block 68, Lot 3)
ZONING:	General Residential – Low Density (GR-L)
OVERLAY:	None

RECORD OF PROCEEDINGS

The Planning and Zoning Commission (the “Commission”) considered the Townhouse Subdivision Preliminary Plat (File No. P22-031A) for the 7th Street Townhomes project during their meeting on April 11, 2023. The application was considered concurrently with the Design Review application (File No. P22-031) and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission unanimously approved the Design Review application File No. P22-031 and recommended approval of the Townhouse Subdivision Preliminary Plat File No. P22-031A and the associated Phased Development Agreement #22844 to the Ketchum City Council.

The City Council reviewed the townhouse preliminary plat application, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 15, 2023, and approved the application. The Preliminary Plat expired on May 15, 2025, due to a failure to record a Final Plat within two years of Council’s approval. No changes were made to the Preliminary Plat, and it was reapproved by City Council on December 1, 2025.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on March 22, 2023. The public hearing notice was published in the Idaho Mountain Express on March 22, 2023. A notice was published on the project site and on the city website on April 4, 2023. Story poles were documented on the project site as of April 4, 2023.

FINDINGS OF FACT

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

BACKGROUND

The applicant is proposing two new 3,713 square foot three-story detached townhomes with attached two-car garages (the “project”), located at Lot 3, Block 68, Ketchum Townsite (the “subject property”). The subject property is zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district provided that all dimensional standards are met. The project proposes to subdivide the property into two townhouse sublots and construct a new detached dwelling unit on each of the newly created sublots. The subdivision was previously called the 7th Street Townhomes but has since been changed to the Crossbuck North Townhomes.

The project will construct improvements in the right-of-way per the City of Ketchum improvement standards. The project proposes access to both sublots from the alley off 7th Street. The project proposes paver driveways with no snowmelt for both driveways. All improvements to the right-of-way have been preliminarily reviewed by the Streets Department and the City Engineer. All improvements will be inspected by the City Engineer and Streets Department prior to issuance of a Certificate of Occupancy.

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
☐	☐	☒	16.04.080.B	Townhouse Owners' Documents: 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.
			<i>Findings</i>	The project proposes detached townhouses; therefore, no party wall agreement is required. The applicant has provided draft covenant documents as part of the application materials.

☒	☐	☐	16.04.080.C.1	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. 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.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission during their April 11, 2023, meeting.
☒	☐	☐	16.04.080.C.2	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.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission during their April 11, 2023, meeting.
☒	☐	☐	16.04.080.C.3	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.
			<i>Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
☐	☐	☒	16.04.080.C.4	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.
			<i>Findings</i>	A phased townhouse development is proposed. The phased development agreement was reviewed and approved by the City Council on May 15, 2023, as part of their initial review of the townhouse preliminary plat.
☒	☐	☐	16.04.080.D	D. Final Plat Procedure: 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: 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

				b. Signed council approval of a phased development project consistent with §16.04.110 herein. 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.
			<i>Findings</i>	The applicant submitted an application for final plat on October 20, 2023, and followed all procedures as outlined in Title 16 of the Ketchum Municipal Code.
☒	☐	☐	16.04.080.E. 1	Required Findings: 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 All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
			<i>Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 8,238 square feet. The proposed detached townhomes have a building coverage of 2,883 square feet. This results in a total building coverage of 35% of the lot.
☒	☐	☐	16.04.080.E. 2	Garage: 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.
			<i>Findings</i>	Both sublots include two car garages. The preliminary plat includes plat note #8 which states the garages may not be subdivided and sold separately and shall only be used for vehicle parking and household storage.
☒	☐	☐	16.04.080.E. 3	General Applicability: 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)
			<i>Findings</i>	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
☒	☐	☐	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on May 31, 2022.	
☒	☐	☐	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Findings</i>	The subdivision application was deemed complete on February 13, 2023.	
☒	☐	☐	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Findings</i>	This standard is met as shown on the preliminary plat.	
☒	☐	☐	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Findings</i>	As shown on the preliminary plat, the subdivision is named "Crossbuck North Townhomes" which is not the same as any other subdivision in Blaine County, Idaho. The preliminary plat was previously named "7 th Street Townhomes".	
☒	☐	☐	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Findings</i>	As shown on the preliminary plat, the owner and subdivider is MMDM12, LLC. The plat was prepared by Bruce Smith of Alpine Enterprises Inc.	
☒	☐	☐	16.04.030.J.4	Legal description of the area platted.	
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.	
☒	☐	☐	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			<i>Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots including condominium lots and townhouse lots.	
☒	☐	☐	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.	
			<i>Findings</i>	The preliminary plat shows the contour lines for the subject property.	

☒	☐	☐	16.04.030.J .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	The preliminary plat shows the location of the proposed units and all adjacent streets and easements.
☒	☐	☐	16.04.030.J .8	Boundary description and the area of the tract.
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of both sublots.
☒	☐	☐	16.04.030.J .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #4 of the preliminary plat lists the existing zoning of the subject property.
☒	☐	☐	16.04.030.J .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
☐	☐	☒	16.04.030.J .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
☒	☐	☐	16.04.030.J .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	As shown on the preliminary plat, each detached townhouse will have separate services for sewer and water from the main lines on 7 th Street.
☐	☐	☒	16.04.030.J .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
☐	☐	☒	16.04.030.J .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
☐	☐	☒	16.04.030.J .21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no additional tests are required.
☒	☐	☐	16.04.030.J .22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.

			Findings	A draft for the Crossbuck North Townhomes Covenants, Conditions and Restrictions is included in the project plans.
☒	☐	☐	16.04.030.J .15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Findings	The project plans include a vicinity map sheet that satisfies this requirement.
☐	☐	☒	16.04.030.J .16	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Findings	The subject property is not within a floodplain, floodway, or avalanche zone district.
☐	☐	☒	16.04.030.J .17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Findings	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek, or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
☒	☐	☐	16.04.030.J .18	Lot area of each lot.
			Findings	As shown on the preliminary plat, the area of Sublot 1 is 4,119 square feet and the area of Sublot 2 is 4,119 square feet.
☒	☐	☐	16.04.030.J .19	Existing mature trees and established shrub masses.
			Findings	As shown on the preliminary plat, there are a variety of trees and shrubs existing on the property and within the right-of-way.
☒	☐	☐	16.04.030.J .23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Findings	The applicant provided a title report issued by Old Republic National Title Insurance Company dated January 11, 2021, recorded at Instrument Number Ox 13546069 and a warranty deed issued by First American Title Company dated January 4, 2021, recorded at Instrument Number 678101 with the initial application.
☒	☐	☐	16.04.030.J .24	A digital copy of the preliminary plat shall be filed with the administrator.
			Findings	The City of Ketchum received a digital copy of the preliminary plat at the time of application.
☒	☐	☐	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction

				standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	All proposed improvements to the public right-of-way are shown in the project plans. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements were conducted during the building permit review per the conditions of approval. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
☐	☐	☒	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
☐	☐	☒	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 conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
☐	☐	☒	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the

				administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
☐	☐	☒	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
☒	☐	☐	16.04.040.F	Lot Requirements: 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.

				b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
			<i>Findings</i>	1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 8,238 square feet. The new detached townhouses meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets. 3. The subject property is a not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along 7th Street. 5. The subject property is not a double frontage lot. 6. The parent lot has a minimum of 20 feet of frontage on 7th Street.
☐	☐	☒	16.04.040.G	Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.

			<i>Findings</i>	This standard does not apply as no new blocks are being created.
☐	☐	☒	16.04.040.H	Street Improvement Requirements: 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of

			three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider; 17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement; 18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement; 19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section; 20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city; 21. Whenever a proposed subdivision requires construction 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; 22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and 23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.
--	--	--	--

			<i>Findings</i>	This standard does not apply as no new streets are proposed.
☒	☐	☐	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			<i>Findings</i>	A 26-foot alley exists off 7 th Street. Access for the detached townhouses is proposed off the alley. The project will improve the alley to meet city standards triggered by the clearing and grubbing of existing vegetation in the alley and the necessity to manage drainage within the right-of-way and alley appropriately.
☒	☐	☐	16.04.040.J	Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands. 1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.

				6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.
			<i>Findings</i>	As shown on the preliminary plat, an existing 10-foot-wide Idaho Power easement exists along the northern property line. During the Planning and Zoning meeting, staff noted the addition of a 5-foot-wide public utility easement to accommodate the Idaho Power infrastructure required for the project. After a conversation with the applicant, it was confirmed that this additional utility easement is not needed and therefore has been removed. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
☐	☐	☒	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in 7th Street.
☐	☐	☒	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.

			Findings	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum water system main found in 7 th Street.
☐	☐	☒	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			Findings	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
☐	☐	☒	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such

				revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new detached townhouses meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the approved project plans.
☒	☐	☐	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and

				drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
☒	☐	☐	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	All utilities are proposed underground per the KMC requirements. During the due diligence stages of the project, Idaho Power reviewed the project for electrical service to the project and determined that adequate utilities exist to service the proposed development. The utility easements are shown in the landscape plan, civil plan, and subdivision applications.
☐	☐	☒	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed townhouse development does not create substantial additional traffic; therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the project site.
2. The Council has authority to review and recommend approval of the applicant's Townhouse Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Townhouse Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Crossbuck North Townhouse Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Townhouse Preliminary Plat Application File No. P22-031A this Monday, May 15, 2023, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Mountain Overlay Design Review Approval P22-031.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.

Findings of Fact **adopted** this 1st day of December 2025.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

Attachment 4: Final Plat Application & Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P25-055
Date Received:	10/20/25
By:	LK
Fee Paid:	\$2900
Approved Date:	
By:	

Subdivision Application-Final Plat

Submit completed application and documentation to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: CROSSBOCK NORTH TOWNHOMES			
Owner of Record: MMDM12, LLC			
Address of Owner: PO Box 2028, SUN VALLEY, ID 83353			
Representative of Owner: BRUCE SMITH, PLS		Phone #: 208-727-1988	
Email: BSMITH@ALPINEENTERPRISESINC.COM			
Legal Description: KETCHUM, BLK 68, LOT 3 RPK 0000068003A			
Street Address: NOT ASSIGNED YET			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS			
Total Land Area: 8238 sq.ft = 0.19 AC.			
Current Zoning District: GR-L			
Proposed Zoning District: NO CHANGE			
Overlay District: NONE			
TYPE OF SUBDIVISION			
Condominium ☐	Land ☐	PUD ☐	Townhouse ☒
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: IDAHO POWER, FENCE AGREEMENT, PUE'S			
Briefly describe the improvements to be installed prior to final plat approval: BUILD THE TOWNHOMES & ASSOCIATED INFRASTRUCTURE			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

BRUCE S. SMITH REPRESENTATIVE
Applicant Signature BRUCE SMITH, PLS, ALPINE

01 OCT 25
Date



199 Country Lane, Jerome, ID 83338
Phone (208)324-6822 | Fax (208)324-6823

Jr. Title Officer: Hallie Reed - hallie.reed@fste.com

Commitment No. 1208789

RE: Property Address: Bare Land, Ketchum, ID 83340

ENCLOSED please find the following:

- Title Commitment
- Map and Supporting documents

WARNING - WIRE FRAUD ADVISORY

In our ongoing effort to protect funds from fraudulent activity, our company uses a secure portal powered by **ClosingLock** to communicate wire transfer information. Do not trust wire transfer information from any other source. We initiate wires only after first confirming instructions via phone call.

If you have an escrow or closing transaction with us and receive an email containing Wire Transfer Instructions, other than through **ClosingLock**, **DO NOT RESPOND OR REPLY TO THE EMAIL.**



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
-----------	---

Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?		Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.		
Definitions				
Affiliates		Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>		
Non-affiliates		Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>		
Joint marketing		A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>		
Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, a Florida 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 Amount of Insurance 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.

Issued through the office of:
Flying S Title and Escrow of Idaho, Inc.
199 Country Lane
Jerome, ID 83338
(208)324-6822

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com



 Authorized Officer or Agent

By  President
 Attest  Secretary

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance
issued by
Old Republic National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Flying S Title and Escrow of Idaho, Inc.
Issuing Office: 199 Country Lane, Jerome, ID 83338
Issuing Office Phone Number: (208)324-6822
Issuing Office's ALTA ® Registry ID: 0006462
Loan ID No.:
Issuing Office Commitment/File No.: 1208789-J
Property Address: [Bare Land](#), Ketchum, ID 83340

Revision No.:

SCHEDULE A

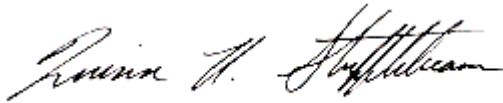
1. Commitment Date: **October 03, 2025 at 7:30 A.M.**
2. Policy to be issued: Premium Amount reflects applicable rate
 - a. 2021 ALTA ® Standard Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.**
Proposed Amount of Insurance: **\$TBD** Premium Amount \$ **TBD**
The estate or interest to be insured: **See Item 3 below**
Endorsements: \$
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in:
MMDM12, LLC, an Idaho limited liability company
5. The Land [is described as follows:](#)

Lot 3 in Block 68 of the Replat of Block 68, Town of Ketchum, according to the official plat thereof, recorded as Instrument No. [185154](#), records of Blaine County, Idaho.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



By: _____

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
Deed from vested owners to the new buyers.
6. With respect to MMDM12, LLC an L.L.C. we require:
 - a. A copy of its operating agreement and any amendments,
 - b. A certificate of good standing of recent date issued by the secretary of state of the L.L.C.'s state of domicile,
 - c. That the forthcoming conveyance, encumbrance or other instrument executed by the L.L.C. upon which the Company is asked to rely, be executed in accordance with its operating agreement.
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
7. Release(s) or Reconveyance(s) of item(s) 14, 18, 19 & 21
8. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's Policy shall be issued for not less than (1) the amount of the current sales price of the Land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the Land and any existing improvements at the time of issuance of the Policy. A Loan Policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured Mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the Land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Taxes or assessments that 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.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in 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, unless such lien is shown by the Public Records at Date of Policy.
7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
8. 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.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. 2025 taxes and special assessments are an accruing lien, amounts not yet due and payable.

The first one-half becomes delinquent after December 20th of the current year, the second one-half becomes delinquent after June 20th of the following year.

Taxes which may be assessed and entered on the property roll for 2024 with respect to new improvement and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2024	\$1,731.61 Paid	\$1,731.61 Paid	RPK0000068003A	Subject Land

Homeowner's Exemption is not in effect for 2024.

10. Levies and assessments of City of Ketchum Water and Sewer Department.
11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of REPLAT OF BLOCK 68, TOWN OF KETCHUM, as Instrument No. [185154](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Restrictive Covenants, executed by CASA BLANCA COMPANY, recorded 3-29-1979 as Instrument No. [192290](#), records of Blaine County, Idaho.
13. Underground Power Line Easement in favor of Idaho Power Company, recorded November 12, 1978, as Instrument No. [289842](#).
14. Deed of Trust dated June 30, 2022, to secure an original indebtedness of \$552,000.00, and any other amounts and/or obligations secured thereby
Recorded: June 30, 2022, as Instrument No. [694703](#)
Grantor: MMDM12 LLC, an Idaho Limited Liability Company
Trustee: First American Title Company
Beneficiary: Bank of Idaho
15. 7th Street Townhomes Phased Townhouse Subdivision Agreement #22844 upon the terms, conditions and provisions contained therein:
Parties: City of Ketchum, an Idaho municipal corporation and MMDM12 LLC, an Idaho limited liability company
Recorded: May 19, 2023, as Instrument No. [700210](#) and being re-recorded May 30, 2023 as Instrument No. [700326](#)
16. Right-of-Way Encroachment Agreement 22872 upon the terms, conditions and provisions contained therein:
Parties: City of Ketchum, Idaho, a municipal corporation and MMDM12 LLC
Recorded: August 14, 2023, as Instrument No. [701576](#)

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

17. Grant of License and Alley Maintenance Agreement 22874 upon the terms, conditions and provisions contained therein:
Parties: City of Ketchum, and Idaho municipal corporation and MMDM12 LLC
Recorded: August 14, 2023, as Instrument No. [701577](#)
18. Deed of Trust dated July 15, 2024, to secure an original indebtedness of \$3,449,729.00, and any other amounts and/or obligations secured thereby
Recorded: July 17, 2024, as Instrument No. [707172](#)
Grantor: MMDM12 LLC, an Idaho Limited Liability Company
Trustee: Matthew W. Chakoian, Attorney (as Trustee, Idaho State Bar #7340)
Beneficiary: Bank of Idaho
- Subordination Agreement for Young Construction, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707174](#).
- Subordination Agreement for Eddie Construction, LLC, an Idaho limited liability company, recorded July 17, 2024, as Instrument No. [707175](#).
- Subordination Agreement for Allen Construction, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707176](#).
- Subordination Agreement for Alpine Enterprises, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707177](#).
- Subordination Agreement for Chad Blincoe dba Blincoe Architecture, recorded July 17, 2024, as Instrument No. [707178](#).
- Subordination Agreement for Apollo Construction LLC, an Idaho limited liability company, recorded July 17, 2024, as Instrument No. [707179](#).
19. Deed of Trust dated July 15, 2024, to secure an original indebtedness of \$2,007,840.00, and any other amounts and/or obligations secured thereby
Recorded: July 17, 2024, as Instrument No. [707173](#)
Grantor: MMDM12 LLC, an Idaho Limited Liability Company
Trustee: Matthew W. Chakoian, Attorney (as Trustee, Idaho State Bar #7340)
Beneficiary: Bank of Idaho

Subordination Agreement for Young Construction, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707174](#).

Subordination Agreement for Eddie Construction, LLC, an Idaho limited liability company, recorded July 17, 2024, as Instrument No. [707175](#).

Subordination Agreement for Allen Construction, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707176](#).

Subordination Agreement for Alpine Enterprises, Inc, an Idaho corporation, recorded July 17, 2024, as Instrument No. [707177](#).

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Subordination Agreement for Chad Blincoe dba Blincoe Architecture, recorded July 17, 2024, as Instrument No. [707178](#).

Subordination Agreement for Apollo Construction LLC, an Idaho limited liability company, recorded July 17, 2024, as Instrument No. [707179](#).

20. Easement & Waiver Agreement upon the terms, conditions and provisions contained therein:
Parties: MMDM12 LLC, an Idaho limited liability company, Benjamin W. Worst and Susan C. Worst and Richard W. Worst and Rebecca B. Worst
Recorded: November 5, 2024, as Instrument No. [709153](#)
21. Deed of Trust dated November 5, 2024, to secure an original indebtedness of \$None shown, and any other amounts and/or obligations secured thereby
Recorded: November 20, 2024, as Instrument No. [709435](#)
Grantor: MMDM12 LLC, an Idaho Limited Liability Company
Trustee: Blaine County Title, Ketchum Idaho
Beneficiary: Amal Murgian
22. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

INFORMATIONAL NOTES

- A. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject Land, which have been recorded within the last 48 months:

Warranty Deed executed by Andrew C. Fehr as his sole and separate property, to MMDM12 LLC, an Idaho limited liability company, recorded January 11, 2021, as Instrument No. [678101](#).

- B. Jr. Title Officer
Hallie Reed
hallie.reed@fste.com
(208)324-6822

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without [the Notice](#); the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

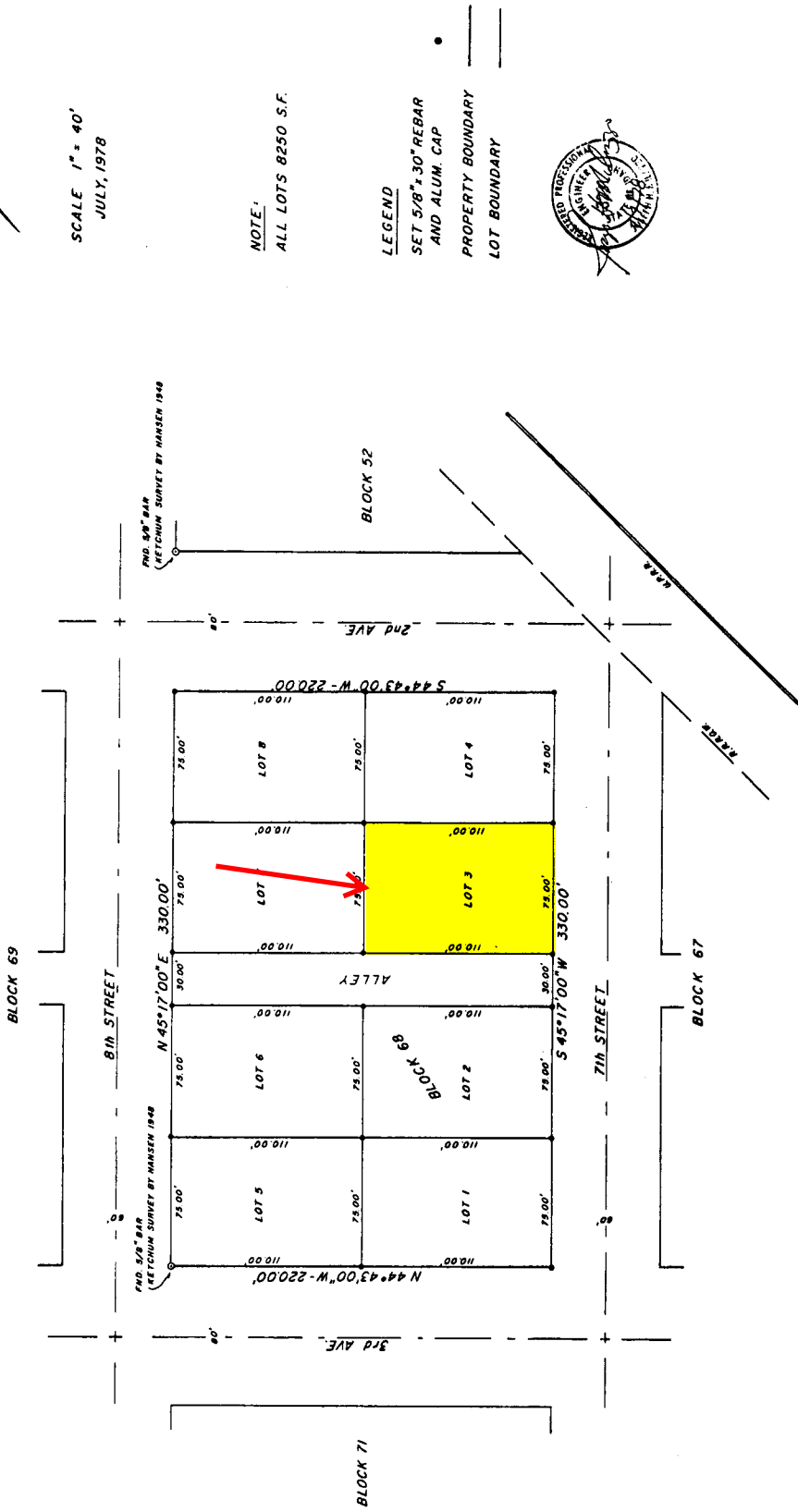
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

REPLAT OF BLOCK 68, TOWN OF KETCHUM

BLAINE COUNTY, IDAHO
 SECTION 13, T4N, R12E, B.M.

BY
J.H. MILAZZO & ASSOCIATES

THIS MAP IS PROVIDED FOR INFORMATIONAL
 PURPOSES ONLY. NO ASSURANCES ARE
 MADE AS TO THE QUANTITY OF THE AREA,
 SQUARE FOOTAGE, OR ACREAGE OF THE LAND
 OR OF ANY IMPROVEMENT TO THE LAND.
 FLYING S TITLE AND ESCROW



OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT EMIL CAPIK AND ALEX HIGGINS DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE FOLLOWING DESCRIBED PARCEL:
A PARCEL OF LAND SITUATED IN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS 1, 2, 3, 4, 5, 6, 7, 8, BLOCK 68, CITY OF KETCHUM, BLAINE COUNTY ACCORDING TO OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF BLAINE COUNTY, IDAHO.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 6TH DAY OF JULY, 1978 A.D.

Emil Capik
EMIL CAPIK
Alex Higgins
ALEX HIGGINS

ACKNOWLEDGEMENT

STATE OF IDAHO) ss
COUNTY OF BLAINE)

ON THIS 6TH DAY OF JULY, 1978 A.D. BEFORE ME, A NOTARY PUBLIC FOR IDAHO, PERSONALLY APPEARED EMIL CAPIK AND ALEX HIGGINS, KNOWN TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE INSTRUMENT, AND ACKNOWLEDGEMENT TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST WRITTEN ABOVE.

William O. Carr
NOTARY PUBLIC



ENGINEER'S CERTIFICATE

I, JOSEPH H. MILAZZO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS REPLAT OF BLOCK 68, TOWN OF KETCHUM IS A TRUE AND ACCURATE MAP OF LAND SURVEYED BY ME, THAT THE LOT CORNERS ARE MARKED AS SHOWN AND THAT THIS SURVEY WAS DONE IN STRICT ACCORDANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND MAPS.



CITY ENGINEER'S APPROVAL

I, Henry K. Olson, CITY ENGINEER IN AND FOR THE CITY OF KETCHUM, IDAHO DO HEREBY APPROVE THAT THIS REPLAT OF BLOCK 68, TOWN OF KETCHUM.

Henry K. Olson



COUNTY RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Emil Capik AT 10:25 MINUTES PAST 11:00 O'CLOCK P.M. THIS 28TH DAY OF July, 1978 A.D. IN MY OFFICE AND DULY RECORDED IN BOOK 18 OF 182 AT PAGE 1.

By: Margaret L. Bunker
Deputy Clerk
INSTRUMENT NO. 11111

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
120 2nd Avenue Suite 101, PO Box 7999
Ketchum, ID 83340

Instrument # 678101

HAILEY, BLAINE, IDAHO
01-11-2021 12:42:49 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **912512K (smw)**

Date: **January 04, 2021**

For Value Received, **Andrew C. Fehr as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **MMDM12, LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **PO Box 2028, Sun Valley, ID 83353**, the following described premises, situated in **Blaine County, Idaho**, to-wit:

Lot 3 in Block 68 of the REPLAT OF BLOCK 68, TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 185154, records of Blaine County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/04/2021

Warranty Deed
- continued

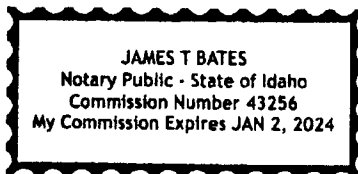
File No.: 912512K (smw)

Andrew C. Fehr

Andrew C. Fehr

STATE OF Idaho)
COUNTY OF BLAINE)
ss.

On this 8th day of January, 2021, before me, a Notary Public in and for said State, personally appeared **Andrew C. Fehr**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



[Signature]
Notary Public for the State of
Residing at: Ketchum ID
My Commission Expires: 01.02.2024



BLAINE COUNTY TREASURER
JOHN DAVID DAVIDSON
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

TAX MASTER INQUIRY

PARCEL NUMBER
RPK0000068003A

TAX CODE AREA
003-022

LEGAL DESCRIPTION
KETCHUM
LOT 3 BLK 68
8250SF

PRIMARY PROPERTY ADDRESS
KETCHUM ID 83340

MMDM12 LLC
PO BOX 2028
SUN VALLEY ID 83353

BALANCE DUE	INTEREST DATE 10/14/2025
Paid in Full	BALANCE AS OF 10/14/2025 10:20 am
TOTAL	

Tax Year Assessment Roll

Bill Number: 428574

2024	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR
TAX / CERTIFICATION				
Charges		\$ 1,731.61	\$ 1,731.61	\$ 3,463.22
Adjustments		\$ 0	\$ 0	\$ 0
Payments		\$ -1,731.61	\$ -1,731.61	\$ -3,463.22
LATE CHARGE				
Charges/Adjustments		\$ 0	\$ 0	\$ 0
Payments		\$ 0	\$ 0	\$ 0
FEES				
Charges/Adjustments		\$ 0	\$ 0	\$ 0
Payments		\$ 0	\$ 0	\$ 0
INTEREST				
Charges/Adjustments		\$ 0	\$ 0	\$ 0
Payments		\$ 0	\$ 0	\$ 0
AMOUNT DUE		\$ 0	\$ 0	\$ 0

VALUATION	
TAXABLE VALUE:	\$ 1,014,750

CHARGES	
Tax Code Area: 003-001	Levy: 0.003412920
Tax Charge:	\$ 3,463.22
Certifications:	\$ 0
TOTAL CHARGES:	\$ 3,463.22



Parcel Number

RPK0000068003A

Property Address

KETCHUM ID 83340

Property Year

2025

Legal Description

KETCHUM
LOT 3 - BLK 68
8250SF

Tax Code Area

003-022

Owner/Contact Name

MMDM12 LLC

Type

OWNER

Relationship

BUSINESS

Owner% HOE

100.00%

Mailing Address

PO BOX 2028
SUN VALLEY ID 83353

Parcel Status

Property Type

Sub Type

Active

Real Property

Land Group

KETCHUM TOWNSITE

Township

4N

Range

17E

Section

13

Location Code

Parcel Type

Zoning

EERS

Associated Parcels

None

Building Permits

None

Reappraisal Year

2025

Inspection Date

08/15/2024

Appraiser Initials

APC

CB: No NC: No

Tax Certification

District Roll Type Units Amount

Source Target

Comments

(1 Additional Instrument)

EASEMENTS

SCC	PROPERTY			ROLLS			VALUATION SUMMARY			URBAN RENEWAL		
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	E	0.189	\$ 1,014,750	\$ --	\$ 1,014,750	--	--
41	RESD	1	720 CROSSBUCK LN	PRIMARY	NO	E		\$ 0	\$ --	\$ 0	--	--
	RESD	2	740 CROSSBUCK LN	PRIMARY	NO	E		\$ 0	\$ --	\$ 0	--	--
TOTALS:							0.189	\$ 1,014,750	--	\$ 1,014,750	--	--

ROLL STATUS: E Equalized (Final)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CROSSBUCK NORTH

THIS DECLARATION is made on the date hereunder set forth by MMDM12, LLC, 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: Lot 3 in Block 68 of the REPLAT OF BLOCK 68 Town of Ketchum, as shown on the official plat thereof recorded as Instrument No. 185154, records of Blaine County, Idaho (hereinafter sometimes referred to as "Subdivision" or "Property").
- B. The Lot, and all improvements and structures to be erected and maintained thereon, is a Townhome 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 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 Property, parcels, lots and Townhome sub-lots hereafter situated within, 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. "Articles" shall mean the Articles of Incorporation of the Crossbuck North Owners Association, Inc.

Section 2. "Assessments" shall mean assessments described herein.

Section 3. "Association" shall mean and refer to Crossbuck North Owners Association, Inc., a non-profit corporation organized pursuant to this Declaration under the laws of the State of Idaho, its successors and assigns.

Section 4. "Lot" shall mean and refer to a Townhome Sub-lot as shown on the official plat of the development.

Section 5. "Crossbuck North Owners Association, Inc." shall mean and refer to the association of owners of Townhome Sub-lots within the Subdivision.

Section 6. "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 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to either Townhome Sub-lot; provided, however, that the term "Owner" shall not include those having only a security interest in either Lot through a lien, encumbrance, deed of trust or mortgage, or other similar security instrument.

Section 8. "Property" shall mean and refer to the real property within either Sub-lot.

Section 9. "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 Sub-lot as depicted on the plat.

ARTICLE II

PROJECT DEVELOPMENT

Section 1. Development of Sub-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 Sub-lot.

ARTICLE III

TOWNHOME RESTRICTIONS

Section 1. Residential Purposes. Sub-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 either Sub-lot.

Section 2. Exterior Changes and Alterations. No changes or alterations to the exterior of any Townhome or other improvement on either Sub-lot may, including adding or changing exterior landscape features, trees and shrubs, shall be made or undertaken without the prior approval of all Members, 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, roofing, 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. Domestic pets are allowed so long as (A) such pets are of a size and nature that do not cause disruption or nuisance to other Owners, and (B) such pets are not allowed to run at large, chase humans or other animals or bark excessively. No animals may be kept, bred or maintained for any commercial purpose and cannot endanger the health of other residents. Pets are not allowed outside the Townhome except when kenneled in an approved dog run, leashed or otherwise under someone's direct control and shall not unreasonably disturb the occupants of any other Townhome, or the owners, occupants or residents of the Crossbuck North.

Section 4. Signs and Business Activities. No advertising signs, billboards, or commercial equipment or supplies shall be erected, placed, or permitted to remain on a Sub-lot which may endanger the health or unreasonably disturb the Owner or occupant of either 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 the neighboring Sub-lot.

Section 6. Exterior Antennas. No exterior television, radio antennas or satellite receivers or “dishes” or similar communication installations shall be placed on any Lot without prior written approval from all of the Members.

Section 7. Nuisances. No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Sub-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 the other Sub-lot or to the occupants of either residence within the Crossbuck North. 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 a Sub-lot so as to be offensive or detrimental to the other Sub-lot, or its occupants, or to the occupants of any residence within the Crossbuck North.

Section 8. Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed on either Sub-lot which are or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no firearms shall be discharged upon a Sub-lot 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 either Sub-lot so as to be visible from the adjoining Sub-lot, including, without limitation, trailers, campers, motorhomes, boats, tractors, vehicles, inoperable vehicles, snowmobiles, and snow removal, garden, or maintenance equipment.

Section 10. Exterior Maintenance. Each owner at its own expense shall at all times keep the exterior of each Townhome and appurtenant exterior decks, fences, sidewalks, porches and patios and landscaping (including but not limited to irrigation, planting, pruning, grasses and shrubs) 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 the other Townhome, or properties within the Crossbuck North.

For the common good of the Owners, it is the intent of this provision that both Townhomes and related improvements be maintained in a first-class manner. Every Owner, by accepting a deed to a Sub-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 levy, penalties and/or passing on the costs to the Owners..

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. 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. Recreational vehicles, motor homes, campers, snowmobiles, and boats may be parked only in Owner's driveways for seasonal use (not year-round storage). Inoperable vehicles shall not be stored on the Property or in driveways.

ARTICLE IV THE ASSOCIATION

Section 1. Membership. Each 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 Declarant shall have two (2) votes for every Sub-lot unit it owns. The total number of votes which may be cast by all Members of the Association shall be the same as the total number of Sub-lots, and each membership shall be entitled to one (1) vote, except as pointed out above.

Section 3. Governance. The Association shall be governed by a Board of Directors and officers in accordance with its Articles of Incorporation and Bylaws. The Board of Directors shall be composed of two directors each of whom shall be appointed by each of the Sub-lot owners.

Section 4. 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 necessary for the management of the Property.

Section 5. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Property, which rules, and regulations shall be consistent with the rights and duties established in this Declaration. The Rules may set forth a schedule of fines for failure to abide by the terms of the Declaration. 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 6. 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 herein, including the cost of any snowmelt systems.

Section 7. 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 V ASSESSMENTS

Section 1. Agreement to Pay Assessments. Declarant, for each Sub-lot owned by the Declarant, hereby covenants, and each subsequent Owner of either Sub-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 Sub-lots and collected from time-to-time in the manner provided in this Declaration and Idaho law.

Section 2. Annual Assessments. Annual assessments against the Sub-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. Expenses shall be shared on a 50/50 basis, unless and may include, among other things, those incurred for taxes, insurance, liability insurance, legal and accounting services, road maintenance and snow removal, and landscaping installation and maintenance. All Seasons Landscaping shall be initially retained to perform snow removal services.

Any insurance obtained by the Owners Association shall be only for the affairs and responsibilities of the Owners Association, including but not limited to Directors and Officers liability insurance. Owners shall obtain and pay for their own insurance to cover the improvements on their Lot, personal belongings, and liability protection, etc. Owners are responsible for reviewing any Association policy and their personal policy to ensure they have adequate coverage for their specific needs.

Section 3. Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the 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 Sub-lots on a 50/50 basis.

Section 5. Exemption from Assessment. Notwithstanding anything to the contrary herein contained, no annual or special assessments shall be levied against either Sub-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 Sub-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 Sub-lot shall be secured by a lien on said Sub-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 Sub-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 Sub-lot the legal description of said Sub-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 either

Sub-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 Property or by the sale or abandonment of the Sub-Lot.

Section 9. Personal Liability of Purchasers. Subject to the provisions of Section 7 immediately hereinabove, the purchaser of a Sub-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 Sub-lot.

ARTICLE VI

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 both Sub-lots to the provisions of this Declaration on the effective date of the amendment or revocation.

ARTICLE VII

MISCELLANEOUS

Section 1. Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws, attached hereto 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. Address. Each Owner shall provide the Association with such Owner's mailing address and email 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, or transmitted electronically via email, with confirmation from the sender's computer that the message was sent.

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.

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

Residing at _____

Expires:

Exhibit A
Articles of Incorporation

Exhibit B

Bylaws

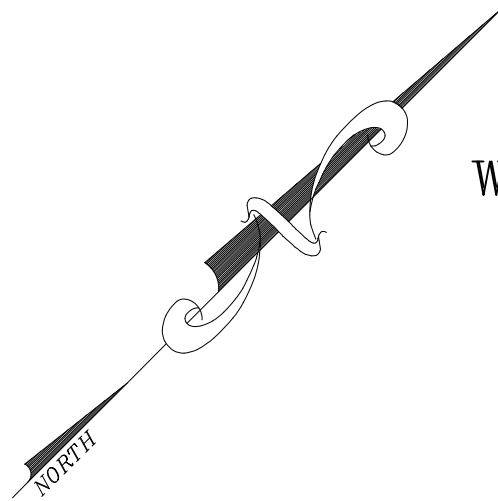


City of Ketchum

Attachment 5:

Crossbuck North Townhomes

Final Plat

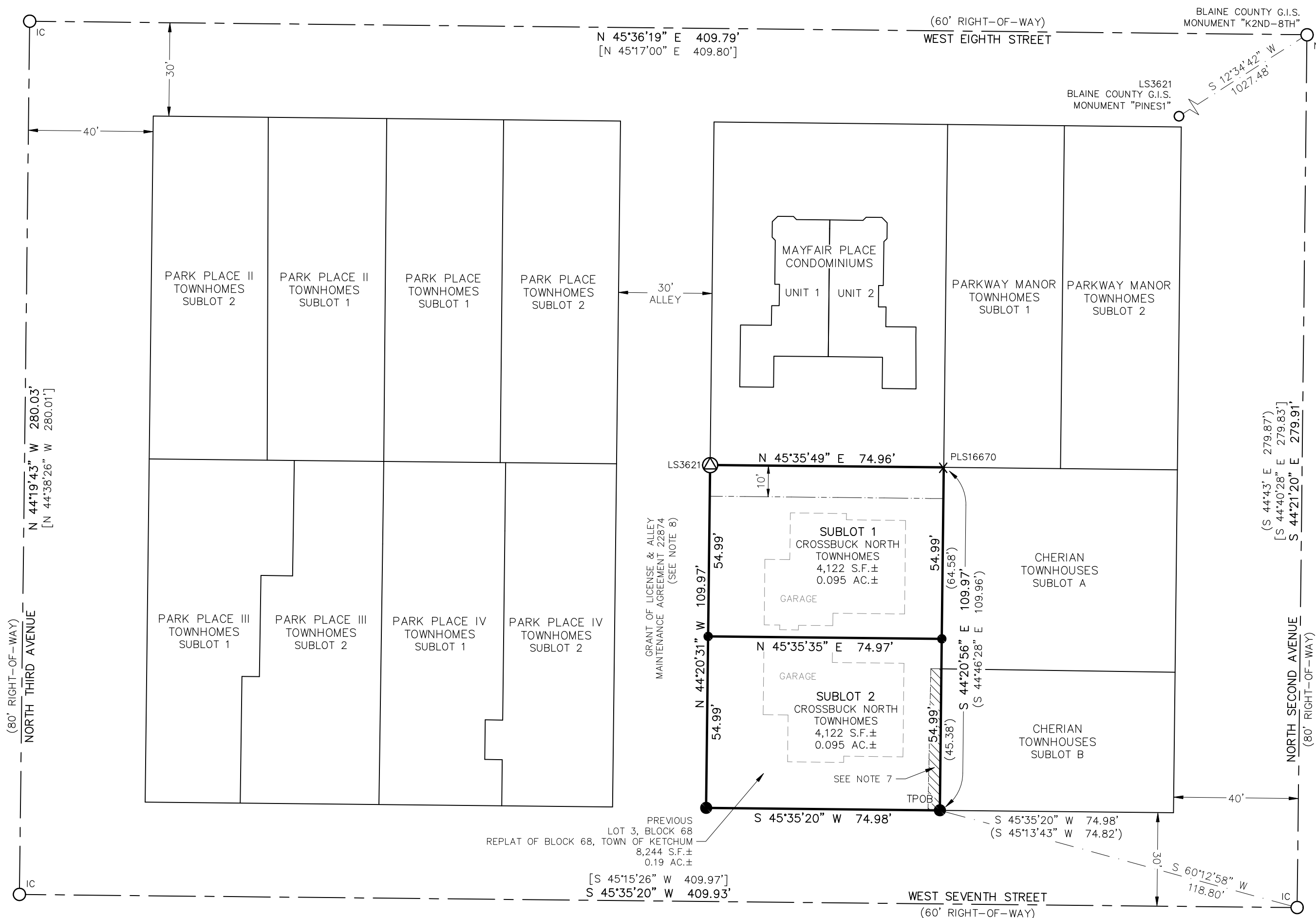
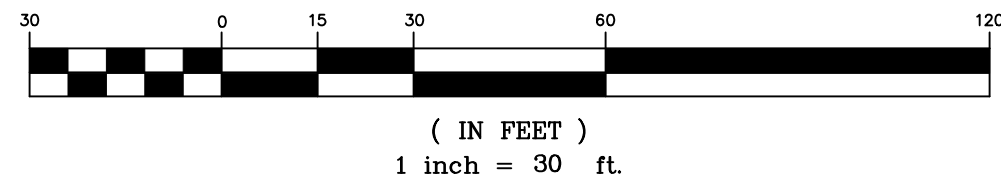


A PLAT SHOWING CROSSBUCK NORTH TOWNHOMES

WHEREIN LOT 3 IN BLOCK 68 OF THE REPLAT OF BLOCK 68, TOWN OF KETCHUM IS REPLATTED AS
TOWNHOUSE SUBLOTS 1 & 2, AS SHOWN HEREON

LOCATED WITHIN
SECTION 13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
NOVEMBER 2025

GRAPHIC SCALE



LEGEND

	Subject Boundary
	Centerline Right-of-Way
	Adjoining Lot Lines
	10' Wide Underground Power Line Easement (Inst. No. 289842) (See Note 9)
	Easement & Waiver Agreement (Inst. No. 709153) (See Note 7)
	Blaine County G.I.S. Tie
	Found Aluminum Cap, as Shown
	Found Mag Nail with Washer, as Shown
	Found 1/2" Rebar, as Shown
	Found 5/8" Rebar, as Shown
	Set 5/8" Rebar, PLS 7048
	Set 1/2" Rebar, PLS 7048
	TPOB True Point of Beginning
	NC No Cap
	IC Illegible Cap
	[] Record Bearing and Distance Inst. No. 488133
	() Record Bearing and Distance Inst. No. 336507

NOTES

- 1) Basis of Bearings is Grid North per Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Ground in US Survey Feet with a Project Combined Scale Factor of 1.00031686, scaled from the True Point of Beginning (TPOB), with a Grid North to Geodetic North Convergence Angle of $-00^{\circ}15'21''$.
- 2) Boundary Information used or considered includes the Plats of:
 - Replat of Block 68, Town of Ketchum, Inst. No. 185154;
 - Park Place Condominiums, Instrument Number 202777;
 - Park Place III Townhouse Condominiums, Instrument Number 212507;
 - Park Place II Townhouse Condominiums, Instrument Number 223035;
 - Park Place IV Townhouse Condominiums, Instrument Number 224304;
 - Mayfair Place Condominiums, Inst. No. 259254;
 - Parkway Manor Condominiums, Inst. No. 292890;
 - Official Map of the Village of Ketchum, Inst. No. 302967;
 - Cherian Townhouses, Inst. No. 336507;
 - Parkway Manor Townhomes, Inst. No. 428973;
 - Park Place Townhomes, Instrument Number 488133;
 - Park Place II Townhomes, Instrument Number 579647;
 - Park Place IV Townhomes, Inst. No. 607262;
 - Park Place III Townhomes, Inst. No. 607503;
 - Record of Survey, Instrument Number 674314;Records of Blaine County, Idaho.
- 3) Please refer to the Plat Notes, Easements, Reservations, Dedications, Conditions, Covenants, and Restrictions on Original Plat and subsequent surveys that may affect the Subject Property.
- 4) Deceleration of Covenants, Conditions and Restrictions of Crossbuck North Townhomes is Recorded in Blaine County under Inst. No. _____.
- 5) The Crossbuck North Townhomes Sublots shall have Mutual Reciprocal Utility Easements for the Installation, Repair, Maintenance, and Replacement of Utilities.
- 6) Documents that may affect this Plat include:
 - Repat of Block 68, Town of Ketchum, Inst. No. 185154;
 - Restrictive Covenants, executed by CASA BLANCA COMPANY, Instrument Number 192290;
 - Right-of-Way Encroachment Agreement 22872
Parties: City of Ketchum, Idaho, a municipal corporation and MDM12 LLC
Recorded: August 14, 2023, as Instrument No. 701576
Records of Blaine County, Idaho.
- 7) This property is subject to a Easement & Waiver Agreement
Parties: MDM12 LLC, an Idaho limited liability company, Benjamin W. Worst and Susan C. Worst and Richard W. Worst and Rebecca B. Worst
Purpose: To grant Cherian Townhouses, Sublot B, an easement for landscaping and fencing.
Recorded: November 5, 2024, as Instrument No. 709153
- 8) This property is subject to a Grant of License and Alley Maintenance Agreement 22874
Parties: City of Ketchum, an Idaho municipal corporation and MDM12 LLC
Recorded: August 14, 2023, as Instrument No. 701577
- 9) This property is subject to a 10' wide Underground Power Line Easement, in favor of Idaho Power Company
Recorded: November 12, 1978, as Instrument No. 289842
- 10) The Garage areas shall not be subdivided and sold separately and shall only be used for parking of vehicles and household storage.

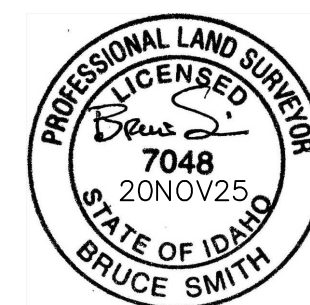
SURVEYOR NARRATIVE

The purpose of this survey is to replat Lot 3 in Block 68 of the Replat of Block 68, Town of Ketchum, into Townhouse Sublots 1 & 2, as shown hereon. During a Boundary Retracement of Lot 3 in Block 68 of the Replat of Block 68, Town of Ketchum, it was found that some of the monuments were either missing or never set. All found monuments were accepted as either original corners or replacements of original corners. The missing monuments were reset based on a Block Breakdown using found centerline right-of-way monuments.

CROSSBUCK NORTH TOWNHOMES
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 2

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central Public Health District, EHS



CERTIFICATE OF OWNERSHIP

This is to certify that MMDM12, LLC., an Idaho Limited Liability Company Organized and Existing under the Laws of the State of Idaho and Duly Qualified to do Business in the State of Idaho, is the owner in Fee Simple of the Real Property described as follows:

A parcel of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 3 in Block 68 of the REPLAT OF BLOCK 68, TOWN OF KETCHUM, according to the official plat of thereof, recorded as Instrument Number 185154; records of Blaine County, Idaho, to be Replatted as shown hereon.

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

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

Jeff A. McNee, Manager
MMDM12, LLC.
An Idaho Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared Jeff A. McNee, known or identified to me to the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

Notary Public in and for said State

Residing At

My Commission Expires

SURVEYOR’S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Crossbuck North Townhomes is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR’S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young, PLS 11577.
County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the _____ day of _____ 2025, this plat was duly accepted and approved.

Trent Donat, City Clerk,
City of Ketchum

CITY ENGINEER’S CERTIFICATE

I, the undersigned, City Engineer for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this _____ day of _____, 2025, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Robyn Mattison, City Engineer,
City of Ketchum

CITY PLANNER’S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approved this plat on this _____ day of _____, 2025, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

_____, City Planner,
City of Ketchum

COUNTY TREASURER’S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50–1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Crossbuck North Townhomes have been paid in full on this _____ day of _____ 2025. This Certification is valid for the next thirty (30) days only.

Blaine County Treasurer

COUNTY RECORDER’S CERTIFICATE

STATE OF IDAHO
COUNTY OF BLAINE
This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.



City of Ketchum

Attachment 6:

Final Plat Draft Findings of Fact, Conclusions of Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:	)	
	)	
Crossbuck North Townhomes	)	KETCHUM CITY COUNCIL
Townhouse Subdivision – Final Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 1, 2025	)	DECISION
	)	
File Number: P25-055	)	

PROJECT:	Crossbuck North Townhomes
APPLICATION TYPE:	Townhouse Subdivision – Final Plat
FILE NUMBER:	P25-055
ASSOCIATED APPLICATIONS:	Design Review (P22-031), Preliminary Plat (P22-031A), and Building Permits (24-KET-00032 & 24-KET-00033)
REPRESENTATIVE:	Bruce Smith, Alpine Enterprises Inc.
OWNER:	MMDM12, LLC
LOCATION:	720 & 740 Crossbuck Lane (Ketchum Townsite Block 68, Lot 3)
ZONING:	General Residential – Low Density (GR-L)
OVERLAY:	None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Townhouse Subdivision Final Plat for the Crossbuck North Townhomes on October 20, 2025. The application was reviewed and scheduled for a public hearing after two rounds of review by City departments. As of the date of these findings, all City department comments have been resolved or addressed through conditions of approval. The Ketchum City Council conducted their review of the Townhouse Subdivision Final Plat application during their meeting on December 1, 2025. After considering staff’s analysis and the application materials, the City Council approved the Townhouse Subdivision Final Plat application.

BACKGROUND

The Applicant is requesting Final Plat approval for the Crossbuck North Townhomes located at 720 and 740 Crossbuck Lane (the “subject property”) within the General Residential – Low Density (GR-L) Zoning District. The subdivision was previously called the 7th Street Townhomes but has since been changed to the Crossbuck North Townhomes. The Townhouse Subdivision Final Plat application proposes to subdivide the property into two townhouse sublots and create the Crossbuck North Townhomes, where both subplot 1 and 2 are 4,122 square feet in size. The Planning and Zoning Commission considered, conducted the required public hearing for the preliminary plat, and recommended approval of the Townhouse Subdivision Preliminary Plat to City Council on

April 11, 2023. The City Council reviewed and approved the Crossbuck North Townhomes Preliminary Plat on May 15, 2023. The Preliminary Plat expired on May 15, 2025, due to a failure to record a Final Plat within two years of Council's approval. No changes were made to the Preliminary Plat, and it was reapproved by City Council on December 1, 2025.

FINDINGS OF FACT

The Ketchum City Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING FINAL PLAT SUBDIVISION REQUIREMENTS

Final Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			<i>Findings</i>	The point of beginning of the subdivision description is tied to two governmental survey corners on Sheet 1 of the Final Plat.
☒	☐	☐	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	The location and description of monuments are provided on Sheet 1 of the Final Plat.
☒	☐	☐	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	Sheet 1 of the final plat indicates the property lines and boundary lines for the subject property, adjacent subdivisions, easements, and adjacent streets. The subject property is not located within the floodplain, floodway, or avalanche hazard area.
☒	☐	☐	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	As shown on Sheet 1 of the final plat, the subject property is adjacent to the Cherian Townhomes, Mayfair Place Condominiums, and the Park Place IV Townhomes.
☒	☐	☐	16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.
			<i>Findings</i>	No new streets or other public rights-of-way are proposed <u>created</u> with the Crossbuck North Townhomes. Sheet 1 of the Final Plat indicates the 30-foot-wide alley, 80-foot-wide North 2 nd Avenue right-of-way, and the 60-foot-wide West 7 th Street right-of-way.
☒	☐	☐	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.

			Findings	Sheet 1 of the Final Plat specifies the location and dimension of the 10-foot-wide Idaho Power Easement recorded as instrument #289842 along the northern property line of Sublot 1 and the location of the Easement & Waiver Agreement recorded as instrument #709153 along the east property line on Sublot 2.
☐	☐	☒	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Findings	This townhouse subdivision is part of the original Ketchum Townsite, and no new blocks are being created.
☐	☐	☒	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Findings	This standard is not applicable as no dedications are proposed or required for this townhouse subdivision.
☒	☐	☐	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			Findings	As shown on Sheet 1 of the final plat, the name of the proposed Subdivision is Crossbuck North and all the location and description information is included.
☒	☐	☐	16.04.030.K.10	Scale, north arrow and date.
			Findings	The scale, north arrow, and date are included on Sheet 1 of the final plat.
☒	☐	☐	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			Findings	No new streets or other public rights-of-way are proposed with the Crossbuck North Townhomes. Sheet 1 of the Final Plat indicates the adjacent 30-foot-wide alley, 80-foot-wide North 2 nd Avenue right-of-way, and the 60-foot-wide West 7 th Street right-of-way.
☒	☐	☐	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			Findings	Plat note 4 on Sheet 1 of the final plat references the Covenants, Conditions, and Restrictions for the Crossbuck North Townhomes.
☒	☐	☐	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			Findings	Sheet 2 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat.
☒	☐	☐	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			Findings	A title report by Old Republic National Title Insurance Company dated October 3, 2025, was submitted with the application.
☒	☐	☐	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Findings	Sheet 2 of the final plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.

☒	☐	☐	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	Sheet 2 of the final plat includes a City Engineer's certificate.
☒	☐	☐	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	Sheet 2 of the final plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.
☐	☐	☒	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	N/A. This standard is not applicable as no additional restrictions are necessary to provide for public health, safety, and welfare.

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements, including the private driveways, utilities, and right-of-way improvements, will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2. The subject property does not contain any watercourses, rock outcroppings, shrub masses, or historic areas.
☐	☐	☒	16.04.040.B	Improvement Plans: Prior to approval of final plat by the council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033).
☐	☐	☒	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual

				construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033).
☒	☐	☐	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	The Final Plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.
☒	☐	☐	16.04.040.F	Lot Requirements: 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and

			the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).
		Council Findings	1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 8,244 square feet and both sublots are 4,122 square feet in size. The new detached townhouses meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot. 2. This standard does not apply, as building envelopes are not required because the subject property is not within the floodplain/floodway,

				avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets 3. The subject property is not a corner lot so this standard does not apply. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along 8th Street. 5. The subject property is not a double frontage lot. 6. The parent lot has a minimum of 20 feet of frontage off 7th Street.
☐	☐	☒	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Council Findings	This application does not create a new block. This requirement is not applicable.
☐	☐	☒	16.04.040.H	Street Improvement Requirements: 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way

			when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider; 17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement; 18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement; 19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
--	--	--	---

				20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City; 21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications; 22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider; 23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and 24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.
			Council Findings	This standard is not applicable as this proposal does not create a new street, private road or bridge. All improvements, including the private driveways, utilities, and right-of-way improvements will be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	16.04.040.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.
			Council Findings	This standard is not applicable as no new alleys are being created.
☒	☐	☒	16.04.040.J	Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands. 1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to

				contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans. 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
			Council Findings	Sheet 1 of the Final Plat specifies the location and dimension of the 10-foot-wide Idaho Power Easement recorded as instrument #289842 along the northern property line of Sublot 1 and the location of the Easement & Waiver Agreement recorded as instrument #709153 along the east property line on Sublot 2. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs Road, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
☒	☐	☐	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such

				time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☒	☐	☐	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			Council Findings	This standard is not applicable as this application does not create a new subdivision. There are not incompatible uses adjacent to the proposed townhouse sublots.
☒	☐	☐	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.

			2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback
--	--	--	---

				distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Council Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☒	☐	☐	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Council Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	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>	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-031), Townhouse Subdivision Preliminary Plat (P22-031A), and Building Permit (24-KET-00032 & 24-KET-00033). All improvements will be inspected during the final inspection by city departments prior to issuance of the Certificate of Occupancy for the detached townhomes on subplot 1 & 2.
☐	☐	☒	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>	This standard is not applicable as no off-site improvements are required for the application

☐	☐	☒	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Council Findings	This standard is not applicable because the subject property is not located in the Mountain Overlay District or the Avalanche Zone District.
☐	☐	☒	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Council Findings	This standard is not applicable because the subject property did not contain existing natural features such as mature trees, watercourses, rock outcroppings, established shrub masses, or historic areas to preserve.

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the City Council **approves** this Townhouse Final Plat Application File No. P25-055 this Monday, December 1, 2025, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat shall be filed with the Blaine County Recorder within one (1) year after final plat approval by the City Council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.
2. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.

Findings of Fact **adopted** this 1st day of December 2025.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 1, 2025

Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the third reading of Ordinance 1269, amendment to Title 12 of the Ketchum Municipal Code.

Recommended Motion:

"I move to approve the third reading of Ordinance 1269 and be read by number and title only."

Reasons for Recommendation:

- The proposed text amendment to Title 12 is to establish regulations regarding snowmelt systems that encroach within public rights-of-way. The proposed amendment allows for snowmelt systems to encroach within public rights-of-way with additional mitigation measures, including system design and operational requirements as well as a right-of-way usage fee.
- After reviewing the proposed text amendment to Title 12, the City Council held a public hearing and approved the first reading of Ordinance 1269 on November 3, 2025, and approved the second reading on November 17, 2025.
- The City Council supported the proposed text amendment and did not request any changes to Ordinance 1269 at the first or second reading. No changes to the ordinance have been made by staff.

Policy Analysis and Background:

The City Council held a public hearing and approved the first reading of Ordinance 1269 during their regular meeting on [November 3, 2025](#). Three Council members voted in favor, and one Council member voted against the ordinance. On [November 17, 2025](#), the City Council held a public hearing and approved the second reading of Ordinance 1269. All Council members voted in favor of the ordinance. The Council did not request any additional information or changes to the ordinance at the first or second reading. Therefore, no changes have been made by staff to Ordinance 1269.

For a full review of the draft language for Ordinance 1269, please see Attachment 1. The supplemental materials including the right-of-way usage (ROW) fee calculator and ROW usage fee frequently asked questions sheet have been included as Attachments 2 and 3, respectively.

Next Steps

If the third reading is approved and the ordinance is adopted, the ordinance will go into effect on January 1, 2026. The ROW usage fee requires an amendment to the adopted Fiscal Year 2026 comprehensive fees and charges list (fee schedule), which must be publicly noticed twice and approved by City Council via resolution. The fee schedule amendment was noticed on November 19th and November 26th for a public

hearing with City Council on December 1, 2025. If the amended fee schedule is approved and adopted, it will be in effect prior to the effective date of the ordinance.

The ROW snowmelt regulations will be included as part of the education and outreach campaign for the new consolidated code. Outreach will focus on educating property owners, contractors, and design professionals about application procedures, design requirements, and the ROW usage fee and fee exemptions.

Sustainability Impact:

In September of 2024, Ketchum formally adopted Blaine County's Climate Action Plan (CAP). Ketchum Resolution #24-017 for the adoption of the CAP can be found [linked here](#). The CAP is a roadmap towards achieving meaningful greenhouse gas mitigation countywide while also adapting to the changes that are already occurring. One of the four focus areas of the CAP is Clean Energy and Green Building. In this chapter, the County identified two main strategies: increasing the supply of renewable energy and reducing the demand of energy overall. The proposed policy addresses both of those strategies. Requiring moisture and temperature monitors as well as requiring insulation of the systems works to ensure that the snowmelt systems that are installed are as energy efficient as possible, reducing overall energy demand. The addition of the right of way usage fee and the dedication of those funds towards installing locally produced renewable energy works towards the first goal of increasing the supply of renewable energy.

Financial Impact:

None OR Adequate funds exist in account:

The ROW usage fee provision of the policy will generate funds that are dedicated to municipal energy efficiency and sustainability projects, but the amount is undetermined due to the variability of snowmelt system sizes and applications received.

Attachments:

1. Draft Ordinance 1269
2. Snowmelt ROW Usage Fee Calculator
3. ROW Usage Fee FAQ Sheet



City of Ketchum

Attachment 1: Draft Ordinance 1269

ORDINANCE NO. 1269

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES, SECTION 12.04.030: DESIGN CRITERIA, TO ADD ALLOWANCE OF SNOWMELT SYSTEMS IN PUBLIC RIGHTS-OF-WAY WITH CERTAIN DESIGN AND OPERATIONAL REQUIREMENTS AND PROCEDURES FOR PROCESSING OF PERMITS AND ESTBALISH A RIGHT-OF-WAY USAGE FEE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum (the “City”) is responsible for maintaining public rights-of-way to ensure safe, functional, and accessible transportation corridors for vehicles and pedestrians; and

WHEREAS, snow and ice accumulation during winter months can create hazardous conditions on sidewalks, driveways, and access points, and the use of snowmelt systems is a common means for property owners to mitigate such hazards; and

WHEREAS, snowmelt systems installed on private property often extend into the City rights-of-way without consistent regulation, oversight, or permitting and the City finds it necessary to establish clear standards for the design and operation of snowmelt systems that encroach within the public rights-of-way; and

WHEREAS, unregulated or improperly installed snowmelt systems within the public rights-of-way may interfere with street maintenance operations or result in inefficient energy consumption which diminishes the capacity of the City’s electric grid; and

WHEREAS, the policy establishes a right-of-way usage fee that reflects the public cost associated with the system’s impact on grid capacity, environmental resilience, and resource management; and

WHEREAS, the City Council held two policy discussions on May 19, 2025, and August 18, 2025, to review proposed system design and operation standards and to develop a fee structure that establishes a better trade-off for the private use of public rights-of-way, creating a more balanced and effective approach to managing the energy demand and carbon impact of snowmelt systems; and

WHEREAS, the purpose of this section is to establish standards under which property owners may install a snowmelt system that encroaches into the city-owned right-of-way. These standards are intended to balance energy burden and carbon emission mitigation while complying with regulatory standards; and

WHEREAS, the City Council held a public hearing on November 3, 2025, to review the ordinance and information; and

WHEREAS, the City Council held three readings of Ordinance 1269 on _____, _____, and _____, resulting in approval of this ordinance; and

WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

SECTION 1. AMENDMENTS TO TITLE 12 - STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES. That Section 12.04.030 – Design Criteria be amended to include Section 12.04.030.N – Snowmelt Systems with the following language:

N. Snowmelt Systems

a. Design and Operational Requirements:

a. New Snowmelt Systems

- (A) The system shall accurately measure surface and ambient temperatures and shall accurately detect snowfall, ice, and precipitation on the surface.
- (B) The system shall include automatic controls programmed to shut off the system when the pavement temperature is greater than 50 degrees Fahrenheit and precipitation is not falling and programmed to shut off the system when the outdoor temperature is greater than 40 degrees Fahrenheit.
- (C) The system shall be insulated below and around the perimeter with insulation approved by the City Engineer.
- (D) Drainage shall be retained onsite, designed to eliminate standing water, and drain in a manner that results in no icing on adjacent non-snowmelted hard surfaces in the right-of-way, such as asphalt, concrete, or pavers.
- (E) For systems that elect to use a boiler, the boiler shall have an annual fuel utilization efficiency rating of 87% or greater for oil boilers and 90% or greater for gas boilers.

b. Pre-Existing Snowmelt Systems – Repair

- (A) Repairs to existing snowmelt systems include but are not limited to leaks, pump motor replacements, resetting of pavers/tubbing, boiler replacement, and electrical disconnect/failures.
- (B) Repairs to existing snowmelt systems in the right-of-way which do not increase the pre-existing energy consumption are exempt from the design and operational requirements of new systems. However,

for boiler replacements, the replacement shall be a high efficiency boiler meeting the boiler requirements of new systems.

c. Pre-Existing Snowmelt Systems - Replacement

(A) Replacements include but are not limited to replacement of all components, reconfiguration, and expansions to an existing snowmelt system.

(B) Replacements of existing snowmelt systems in the right-of-way shall comply with the design and operation standards for new systems and are subject to the right-of-way usage fee.

d. Right-of-Way Encroachment Permit

(A) A right-of-way encroachment permit is required for all improvements in the right-of-way. If it is found that a pre-existing snowmelt system in the right-of-way does not have an approved encroachment agreement, the property owner is required to obtain one.

2. Right-of-Way Usage Fee

a. The property owner shall pay a one-time right-of-way usage fee when a private snowmelt system encroaches into the right-of-way. The fee is based on the entire snowmelt system's energy usage. The Right-of-Way Usage Fee shall be approved by City Council.

b. Fee exemptions

(A) Snowmelt in the Community Core Zone: For projects in the Community Core Zone District where the right-of-way standards require the installation of snowmelt for public safety, access, or street maintenance, the system shall comply with the system design and operational standards, but the project shall be exempt from the right-of-way usage fee.

(B) Required Snowmelt in Residential Zones: If a residential project is required to install snowmelt by the Fire Department, Streets Department, or City Engineer for access, public safety, or street maintenance reasons, the system shall comply with the system design and operational standards but is exempt from the right-of-way usage fee.

(C) Existing Alternative Energy: If a project is proposed in a location where an existing alternative energy source is provided, an exemption of the right-of-way usage fee may be granted. At the time of permit submittal, the property owner shall submit documentation demonstrating that a renewable energy system exists onsite that has the capacity to generate sufficient energy across a calendar year of

production to power the entirety of the snowmelt system for one winter season.

(D) Proposed Alternative Energy: If a project is proposed that includes the installation of a new onsite renewable energy system, an exemption of the right-of-way usage fee may be granted. At the time of permit submittal, the property owner shall submit documentation that demonstrates that the proposed energy system generates sufficient energy across a calendar year of production to power the entirety of the snowmelt system for one winter season. The renewable energy system shall be permitted, installed, and operational prior to completion of the snowmelt system.

c. Partial Energy Coverage: If an existing or proposed renewable energy system does not fully meet the energy demand of the snowmelt system, the property owner shall calculate the residual energy required and pay the right-of-way usage fee for the remaining amount of energy not covered by the renewable energy system.

3. Application

(1) The property owner shall submit a right-of-way encroachment permit application with the following information provided:

- (A) Snowmelt system specifications, including the design heat flux (power per square foot)
- (B) Engineering or installation plans illustrating the snowmelt system and its extension into the right-of-way
- (C) Calculation of energy demand for entire snowmelt system from provided right of way usage fee calculator
- (D) Documentation of onsite alternative energy generation, if applicable.

(2) Payment of right-of-way usage fee shall occur prior to permit issuance.

4. Authority of the Administrator

a. The Administrator is authorized to approve right-of-way encroachment permit applications for snowmelt systems that encroach into the right-of-way. The Administrator shall have the authority to defer approval of right-of-way encroachment permits to the City Council.

5. Enforcement

- a. Failure to comply with any provision of this section may result in a revocation of the right-of-way permit.
- b. Per the provisions of the right-of-way encroachment permit, the city reserves the right to require the removal of a snowmelt system from the right-of-way at the owner's expense if it is found to be noncompliant with this section.

SECTION 2. SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 3. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

SECTION 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as “Exhibit A” shall be published once in the official newspaper of the City.

SECTION 5. CODIFICATION: This Ordinance references Title, Chapter, and Section as exist in the Ketchum Municipal Code as of the date of adoption. The City is currently undergoing a consolidated code effort, anticipated to be formalized by ordinance on or before January 2026. It is specifically designated here that the Title, Chapter, and Section referenced herein may be administratively updated within codification to incorporate this ordinance into the consolidated effort if/when such takes effect with new Title, Chapter, and Section references to be administratively determined for convenience and consistency at that time.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect on January 1, 2026, after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____, 2025.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____, 2025.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

EXHIBIT A

PUBLICATION SUMMARY

ORDINANCE NO. 1269

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES, SECTION 12.04.030: DESIGN CRITERIA, TO ADD ALLOWANCE OF SNOWMELT SYSTEMS IN PUBLIC RIGHTS-OF-WAY WITH CERTAIN DESIGN AND OPERATIONAL REQUIREMENTS AND PROCEDURES FOR PROCESSING OF PERMITS AND ESTABLISH A RIGHT-OF-WAY USAGE FEE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1269 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2025, is as follows:

- SECTION 1.** Allows snowmelt systems to encroach within public rights-of-way subject to system design and operational standards, provides procedures and processing of permits for snowmelt systems, and establishes a right-of-way usage fee that offers exemptions for onsite renewable energy generation.
- SECTION 2.** Provides a savings and severability clause.
- SECTION 3.** Provides a repealer clause.
- SECTION 4.** Provides for publication by summary.
- SECTION 5.** The designated title, chapter, and section of the ordinance is permitted to be administratively incorporated into the current code consolidated effort if/when such takes effect with new title, chapter, and section references.
- SECTION 6.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

Trent Donat, City Clerk

Neil Bradshaw, Mayor



City of Ketchum

Attachment 2: Snowmelt ROW Usage Fee Calculator

City of Ketchum
Right of Way Snowmelt System Application Fee Calculation
V3 (11/10/2025)

Instructions For Use

- 1) Navigate to sheet titled "Snowmelt System".
- 2) Enter applicable information detailing onsite energy generation and snowmelt system size into orange cells.
- 3) ROW usage fee will be shown in yellow highlighted cell.
- 4) Note that blue cells are locked and are calculated cells only.
- 5) See sheet labled "Assumptions" for any assumptions and sources used in calculation
- 6) Upload completed calculator onto Community Connect as an excel file

Project Information				
Project Address:				
Property Owner Contact Information:			Contractor Contact Information:	
	Name:		Name:	
	Email:		Email:	
	Phone:		Phone:	

Right Of Way Calculator	
Onsite Renewable Energy Generation	
<i>Please enter the following details pertaining to any existing onsite renewable energy generation including small head hydro, solar PV, wind, geothermal, or otherwise</i>	
Type of energy generation:	
Size of system (kW):	
Yearly generation capacity (kWh):	
Snowmelt System Size and Specs	
<i>Please enter the following information pertaining to snowmelt system</i>	
Total Area For Snowmelt System (SF)*	
Design Heat Output (BTU/hr*sf)	
Energy Use for Operation (BTU/hr)	0
ROW Usage Fee Calculation	
Energy Use per year (BTU)	0
Energy use per year in million BTUs	0
kWhs of Onsite Renewable Energy Generation	0
BTUs of renewable energy produced on site	0
Million BTUs of renewable energy produced on site	0
Remaining Energy Use to be Paid by Fee	0
Remaining CO2 emissions per year (lbs)	0
Remaining CO2 emissions per year (tons)	0
Cost of Carbon per year (\$)	0
ROW Usage Fee	0

Instructions:
Enter information into orange cells only
Blue cells are calculated cells
*Please enter the total area for the entire snowmelt system, including area located within <i>and</i> outside of

Assumptions for Calculation		Source
102	Inches of snow per season in Ketchum	Historical weather data
143	Idaho Power's estimate of cost of carbon by end of planning period for IRP (20 years)	2025 Idaho Power Integrated Resource Plan
116.65	Lbs of CO2 per million BTU of natural gas	Energy Information Administration Department of Energy
1.5	Pre and post slab heating factor	Total time of operation, including pre-heating system area and post-snowfall heat to prevent development of ice
153	hours of heating time	Based on annual snowfall and slab heating factor
30	year lifespan of the system	Feedback from local contractor community



City of Ketchum

Attachment 3: ROW Usage Fee FAQ Sheet



City of Ketchum

Right-of-Way Usage Fee Frequently Asked Questions

What is the Right-of-Way Usage Fee?

The Right-of-Way Usage Fee is a one-time fee required for snowmelt systems that encroach into the right-of-way. Property owners wishing to install a snowmelt system that extends into the right-of-way must submit a right-of-way encroachment permit application and pay the required Right-of-Way Usage Fee prior to permit issuance.

Why is there a Right-of-Way Usage Fee for snowmelt systems?

The Right-of-Way Usage Fee reflects the excess energy use of the snowmelt system and compensates for the public cost of the system's impact on local resiliency and greenhouse gas emissions. The fee will generate funds for energy efficiency and renewable energy projects in the City. This works towards the City's adopted goals of increasing energy efficiency and renewable energy production.

Do I need to pay a fee if I wish to install a snowmelt system that is entirely contained within my property and does not extend into the right-of-way?

No.

My new snowmelt system does extend into the right-of-way, but most of it is in my driveway. Do I need to pay a fee?

Yes, if the snowmelt system you wish to install extends any amount into the right-of-way, you must submit a right-of-way encroachment permit application and pay the Right-of-Way Usage Fee.

Do I need to pay a fee on an existing snowmelt system?

Depends! If an existing snowmelt system that encroaches within the right-of-way is being replaced, a right-of-way encroachment permit would be needed, and it would be subject to the Right-of-Way Usage Fee. Replacements include but are not limited to replacing/reconfiguring/expanding existing snowmelt system. Repairs to existing snowmelt systems that encroach within the right-of-way which do not increase the pre-existing energy consumption are exempt from the right-of-way usage fee. Repairs include but are



City of Ketchum

not limited to leaks, pump motor replacements, resetting of pavers/tubbing, boiler replacement, and electrical disconnect/failures

A right-of-way encroachment permit is required for all improvements within the City right-of-way. If it is found that a pre-existing snowmelt system in the right-of-way does not have an approved encroachment agreement, the owner is required to obtain one.

How do I qualify for an exemption to the fee?

Snowmelt systems that are paired with an existing or proposed onsite renewable energy generation may qualify for an exemption. Calculations for onsite generation are included in the Right-of-Way Usage Fee Calculator, and completion of the calculator is required for new systems or the replacement of an existing system. If the onsite energy generation covers a portion of the snowmelt system's energy use, but not the entirety of the energy demand, the applicant is only exempt from the portion of the energy that is produced onsite from renewable sources. The applicant is responsible for paying the fee calculated from the remaining energy use of the system not covered by the onsite generation.

New systems that are required to be installed to comply with right-of-way standards by the Fire Department, Steets Department, or City Engineer for public safety, access, or street maintenance are exempt from the fee; however, the system must still meet the new design and operational standards.

How do I apply for a permit for a snowmelt system that extends into the right-of-way?

Submit a right of way encroachment permit application on [CommunityConnect](#). All of the required information and documentation will need to be uploaded to the application on CommunityConnect with the permit submittal.

What documents are required for a permit?

You must complete and submit the Right-of-Way Usage Fee Calculator, HOA Approval Documentation (if applicable), system specifications, engineering or installation plans, and documentation of existing or proposed onsite renewable energy system (if applicable).

When do I need to pay the fee?

Prior to issuance of the right-of-way encroachment permit.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 01, 2025 Staff Member/Dept: Brent Davis – Director of Finance

Agenda Item: Budget Public Hearing
FY 2025 Amended Budget Ordinance
1st, 2nd and 3rd Reading of Ordinance #1270

Recommended Motion:

Motion to approve the first, second, and third reading by title only of Ordinance #1270.

Reasons for Recommendation:

Amendment of the FY 2025 Budget based on year-end financials as a result of prior city council decisions and operational needs. A prior Budget Amendment was finalized on October 6th, however year-end expenditure surpassed the previously projected fund totals for the following funds and for the following reasons:

General Fund:	MOU expenditures as a result of the Fire District creation and expenses tied to revenues for building activity. Both of which are covered by an increase in actual revenue received.
Wagon Days Fund:	Increased expense due to recent cost increases including the cost of professional services related to the big hitch and parade participants.
Original LOT Fund:	Slight overage due to the costs of event productions. Funding to come from EOY funds.
Additional LOT Fund:	Final Additional LOT collections were stronger than projected and thus payments to both Air Service and Community Housing were increased as well. The increased payments resulted in expenses above the budgeted amount.

In each case, current year revenue and/or EOY funds are sufficient to cover the expenditure changes.

Sustainability Impact:

N/A

Financial Impact:

Budget increases as outlined in the Notice of Budget Hearing and Amending Budget Ordinance

Attachments:

1. FY 2025 Amended Budget Notice of Public Hearing
2. FY 2025 Amended Budget Ordinance #1270

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho, will hold a Public Hearing for consideration of an amendment to the fiscal year 2025 budget. The Council will consider appropriation of additional monies received by the City of Ketchum, Idaho, during the fiscal year. Said hearing will be held at Ketchum City Hall, 191 W. 5th Street, at 4:00 p.m. on December 01, 2025.

That the following table sets forth the amounts appropriated to each fund for fiscal year 2025, the amount of the revised appropriation for each fund for the 2025 fiscal year, and the proposed adjustment amount.

CITY OF KETCHUM, IDAHO

EXPENDITURES

	FY 2025 REVISED (09/25)	FY 2025 FINAL REVISION	PROPOSED ADJUSTMENT
GENERAL FUND	19,084,763	19,484,763	400,000
WAGON DAYS FUND	188,000	245,000	57,000
GENERAL CAPITAL IMPROVEMENT FUND	7,534,411	7,534,411	-
ORIGINAL LOT FUND	4,603,226	4,800,000	196,774
ADDITIONAL 1%-LOT FUND	3,300,000	3,500,000	200,000
FIRE GO BOND FUND	617,019	617,019	-
COMMUNITY HOUSING IN-LIEU FUND	2,394,874	2,394,874	-
COMMUNITY HOUSING FUND	3,400,000	3,400,000	-
WATER FUND	2,814,908	2,814,908	-
WATER CAPITAL IMPROVEMENT FUND	1,088,000	1,088,000	-
WASTEWATER FUND	3,470,836	3,470,836	-
WASTEWATER CAPITAL IMP. FUND	5,382,850	5,382,850	-
POLICE TRUST FUND	7,500	7,500	-
PARKS & RECREATION TRUST FUND	5,630,650	5,630,650	-
DEVELOPMENT TRUST FUND	650,000	650,000	-
Total Expenditures	60,167,037	61,020,811	853,774

REVENUE

GENERAL FUND			
GENERAL PROPERTY TAXES	5,258,549	5,258,549	-
OTHER REVENUE	9,747,591	10,147,591	400,000
FUND BALANCE APPLIED	4,078,623	4,078,623	-
TOTAL FUND	19,084,763	19,484,763	400,000
WAGON DAYS FUND	188,000	188,000	-
FUND BALANCE APPLIED	-	57,000	57,000
TOTAL FUND	188,000	245,000	57,000
GENERAL CAPITAL IMPROVEMENT FUND	3,927,678	3,927,678	-
FUND BALANCE APPLIED	3,606,733	3,606,733	-
TOTAL FUND	7,534,411	7,534,411	-
ORIGINAL LOT FUND	3,244,835	3,441,609	196,774
FUND BALANCE APPLIED	1,358,391	1,358,391	-
TOTAL FUND	4,603,226	4,800,000	196,774
ADDITIONAL 1%-LOT FUND	3,300,000	3,300,000	-
FUND BALANCE APPLIED	-	200,000	200,000
TOTAL FUND	3,300,000	3,500,000	200,000
FIRE GO BOND FUND	617,019	617,019	-
FUND BALANCE APPLIED	-	-	-
TOTAL FUND	617,019	617,019	-
COMMUNITY HOUSING IN-LIEU FUND	305,000	305,000	-
FUND BALANCE APPLIED	2,089,874	2,089,874	-
TOTAL FUND	2,394,874	2,394,874	-
COMMUNITY HOUSING	3,100,000	3,100,000	-
FUND BALANCE APPLIED	300,000	300,000	-
TOTAL FUND	3,400,000	3,400,000	-
WATER FUND	2,758,722	2,758,722	-
FUND BALANCE APPLIED	56,186	56,186	-
TOTAL FUND	2,814,908	2,814,908	-
WATER CAPITAL IMPROVEMENT FUND	265,000	265,000	-
FUND BALANCE APPLIED	823,000	823,000	-
TOTAL FUND	1,088,000	1,088,000	-
WASTEWATER FUND	3,621,609	3,621,609	-
FUND BALANCE APPLIED			-
TOTAL FUND	3,621,609	3,621,609	-
WASTEWATER CAPITAL IMP. FUND	2,417,068	2,417,068	-
FUND BALANCE APPLIED	2,965,783	2,965,783	-
TOTAL FUND	5,382,850	5,382,850	-
POLICE TRUST FUND	-	-	-
FUND BALANCE APPLIED	7,500	7,500	-
TOTAL FUND	7,500	7,500	-
PARKS & RECREATION TRUST FUND	5,630,650	5,630,650	-
FUND BALANCE APPLIED	-	-	-
TOTAL FUND	5,630,650	5,630,650	-
DEVELOPMENT TRUST FUND	650,000	650,000	-
Total Revenue	60,317,810	61,171,584	853,774

ORDINANCE NO. 1270

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1268, THE ANNUAL APROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30,2025; APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. The Ordinance Number 1270 the Amended Annual Appropriation Ordinance for the City of Ketchum, Idaho, for the fiscal year commencing October 1, 2024, and ending September 30, 2025, be hereby amended as follows:

EXPENDITURES	FY 2025 CURRENT	FY 2025 REVISED	PROPOSED AMENDMENT
General Fund	19,084,763	19,484,763	400,000
Wagon Days Fund	188,000	245,000	57,000
General Capital Improvement Fund	7,534,411	7,534,411	
Original LOT Fund	4,603,226	4,800,000	196,774
Additional 1% LOT Fund	3,300,000	3,500,000	200,000
Fire GO Bond Fund	617,019	617,019	
Community Housing In-Lieu Fund	2,394,874	2,394,874	
Community Housing Fund	3,400,000	3,400,000	
Water Operating Fund	2,814,908	2,814,908	
Water Capital Improvement Fund	1,088,000	1,088,000	
Wastewater Operating Fund	3,470,836	3,470,836	
Wastewater Capital Improvement Fund	5,382,850	5,382,850	
Police Trust Fund	7,500	7,500	
Parks & Recreation Trust Fund	5,630,650	5,630,650	
Development Trust Fund	650,000	650,000	
TOTAL	60,167,037	61,020,811	853,774

That the additional sum be appropriated out of the revenues received from:

REVENUES	FY 2025 ADOPTED	FY 2025 REVISED	PROPOSED AMENDMENT
General Fund	19,084,763	19,484,763	400,000
Wagon Days Fund	188,000	245,000	57,000
General Capital Improvement Fund	7,534,411	7,534,411	
Original LOT Fund	4,603,226	4,800,000	196,774
Additional 1% LOT Fund	3,300,000	3,500,000	200,000
Fire GO Bond Fund	617,019	617,019	
Community Housing In-Lieu Fund	2,394,874	2,394,874	
Community Housing Fund	3,400,000	3,400,000	
Water Operating Fund	2,814,908	2,814,908	
Water Capital Improvement Fund	1,088,000	1,088,000	
Wastewater Operating Fund	3,621,609	3,621,609	
Wastewater Capital Improvement Fund	5,382,850	5,382,850	
Police Trust Fund	7,500	7,500	
Parks & Recreation Trust Fund	5,630,650	5,630,650	
Development Trust Fund	650,000	650,000	
TOTAL	60,317,810	61,171,584	853,774

Section 2. This Ordinance shall be in full force and effect from after its passage, approval, and publication.
PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 1st day of December 2025.

ATTEST:

TRENT DONAT, CITY CLERK

NEIL BRADSHAW, MAYOR



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 1, 2025	Staff Member/Dept:	Paige Nied, Associate Planner Brent Davis, Director of Finance
---------------	------------------	--------------------	---

Agenda Item:	FY 2026 Fees & Charges Public Hearing Consideration and Adoption of Resolution 26-002
--------------	--

Recommended Motions:

Motion to adopt Resolution 26-002, a revised fee schedule for the City of Ketchum, Idaho.

Reasons for Recommendation:

Draft Ordinance 1269 introduces regulations for snowmelt systems that encroach within the right-of-way (ROW) and establishes a ROW usage fee to account for the undue energy burden snowmelt systems place on the grid and their broader impact on local resiliency. To ensure consistent and transparent fee calculations, staff developed a calculator (Attachment 2) that allows applicants to estimate a snowmelt system's lifetime energy demand and the corresponding ROW usage fee. This tool applies fixed assumptions such as local snowfall patterns, average runtime, and carbon emissions factors.
--

Additionally, as part of draft Ordinance 1269, a new snowmelt-specific ROW encroachment permit is being launched on CommunityCore. This permit has an increased fee from the standard ROW encroachment permit, as it reflects the additional plan review and inspection requirements associated with the workflow.
--

Sustainability Impact:

The ROW usage fee will generate funds that will be used specifically for municipal energy efficiency and sustainability projects.

Financial Impact:

The FY 2026 budget allocates the revenue associated with the fees on the fee schedule, absent any future adjustments.

Attachments:

- | |
|--|
| 1. FY 2026 Fees & Charges Notice of Public Hearing |
| 2. Snowmelt ROW Usage Fee Calculator |
| 3. Resolution 26-002 & Comprehensive Fee Schedule |



City of Ketchum

Attachment 1:

FY 2026 Fees & Charges

Notice of Public Hearing

NOTICE OF PUBLIC HEARING
KETCHUM CITY COUNCIL TO CONSIDER CITYWIDE FEE RESOLUTION

NOTICE IS HEREBY GIVEN, in accordance with Idaho Code 63-1311A, by the City of Ketchum, Idaho. The Ketchum City Council will hold a public hearing on December 1, 2025, at 4:00 p.m. The location of the public hearing will be Ketchum City Hall at 191 5th Street, Ketchum, Idaho. The purpose of the public hearing is to consider public comment regarding an amendment to the fee schedule that includes the adoption of new right-of-way fees in coordination with draft Ordinance 1269.

NOTICE IS FURTHER GIVEN, that at the forementioned time and place, all interested persons may appear and shall be given an opportunity to comment on the matter stated above.

Publish: Idaho Mountain Express
November 19, 2025
November 26, 2025



City of Ketchum

Attachment 2: Snowmelt ROW Usage Fee Calculator

City of Ketchum
Right of Way Snowmelt System Application Fee Calculation
V3 (11/10/2025)

Instructions For Use

- 1) Navigate to sheet titled "Snowmelt System".
- 2) Enter applicable information detailing onsite energy generation and snowmelt system size into orange cells.
- 3) ROW usage fee will be shown in yellow highlighted cell.
- 4) Note that blue cells are locked and are calculated cells only.
- 5) See sheet labled "Assumptions" for any assumptions and sources used in calculation
- 6) Upload completed calculator onto Community Connect as an excel file

Project Information				
Project Address:				
Property Owner Contact Information:		Contractor Contact Information:		
	Name:		Name:	
	Email:		Email:	
	Phone:		Phone:	

Right Of Way Calculator	
Onsite Renewable Energy Generation	
<i>Please enter the following details pertaining to any existing onsite renewable energy generation including small head hydro, solar PV, wind, geothermal, or otherwise</i>	
Type of energy generation:	
Size of system (kW):	
Yearly generation capacity (kWh):	
Snowmelt System Size and Specs	
<i>Please enter the following information pertaining to snowmelt system</i>	
Total Area For Snowmelt System (SF)*	
Design Heat Output (BTU/hr*sf)	
Energy Use for Operation (BTU/hr)	0
ROW Usage Fee Calculation	
Energy Use per year (BTU)	0
Energy use per year in million BTUs	0
kWhs of Onsite Renewable Energy Generation	0
BTUs of renewable energy produced on site	0
Million BTUs of renewable energy produced on site	0
Remaining Energy Use to be Paid by Fee	0
Remaining CO2 emissions per year (lbs)	0
Remaining CO2 emissions per year (tons)	0
Cost of Carbon per year (\$)	0
ROW Usage Fee	0

Instructions:
Enter information into orange cells only
Blue cells are calculated cells
*Please enter the total area for the entire snowmelt system, including area located within <i>and</i> outside of

Assumptions for Calculation		Source
102	Inches of snow per season in Ketchum	Historical weather data
143	Idaho Power's estimate of cost of carbon by end of planning period for IRP (20 years)	2025 Idaho Power Integrated Resource Plan
116.65	Lbs of CO2 per million BTU of natural gas	Energy Information Administration Department of Energy
1.5	Pre and post slab heating factor	Total time of operation, including pre-heating system area and post-snowfall heat to prevent development of ice
153	hours of heating time	Based on annual snowfall and slab heating factor
30	year lifespan of the system	Feedback from local contractor community



City of Ketchum

Attachment 3: Resolution 26-002 & Comprehensive Fee Schedule

RESOLUTION NUMBER 26-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, UPDATING AND AMENDING THE CITY FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND PROVIDING FOR AN EFFECTIVE DATE.

- A. The City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing services and support, and conducting required inspections.
- B. Idaho Code and the Ketchum Municipal Code authorize the establishment and adoption of fees to cover the costs of certain services provided by the City.
- C. On a regular basis, each department within the City of Ketchum organization quantifies the costs of processing and administering services specific to that department for purposes of updating and amending existing fees and/or new fees.
- D. Pursuant to Idaho Code §63-1311A, the City Council conducted a public hearing on the attached revised Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the attached comprehensive Fee Schedule is adopted for city fees and charges. All existing fee schedules established and adopted prior to the date of this resolution are rescinded and/or amended to remain consistent with the attached Fee Schedule hereby adopted.

This Resolution and Fee Schedule will be effective the 1st day of December, 2025.

City of Ketchum:

Neil Bradshaw, Mayor

Attest:

Trent Donat, City Clerk

Highlighting indicates a new fee or a fee increase of greater than 5%



City of Ketchum Fee List
Effective Upon Adoption

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Administrative	Copy Fees	Black & White 8.5"x 11" Single-sided (per page)	\$ 0.06	\$ 0.06	0.00%
Administrative	Copy Fees	Black & White 8.5"x 14" Single-sided (per page)	\$ 0.06	\$ 0.06	0.00%
Administrative	Copy Fees	Black & White 8.5"x 11" Double-sided (per page)	\$ 0.11	\$ 0.11	0.00%
Administrative	Copy Fees	Black & White 8.5"x 14" Double-sided (per page)	\$ 0.11	\$ 0.11	0.00%
Administrative	Copy Fees	Black & White 11"x 17" Single-sided (per page)	\$ 0.15	\$ 0.15	0.00%
Administrative	Copy Fees	Black & White 11"x 17" Double-sided (per page)	\$ 0.29	\$ 0.29	0.00%
Administrative	Copy Fees	Color 8.5"x 11" Single-sided (per page)	\$ 0.65	\$ 0.65	0.00%
Administrative	Copy Fees	Color 8.5"x 14" Single-sided (per page)	\$ 0.65	\$ 0.65	0.00%
Administrative	Copy Fees	Color 8.5"x 11" Double-sided (per page)	\$ 0.65	\$ 0.65	0.00%
Administrative	Copy Fees	Color 8.5"x 14" Double-sided (per page)	\$ 0.65	\$ 0.65	0.00%
Administrative	Copy Fees	Color 11"x 17" Single-sided (per page)	\$ 0.85	\$ 0.85	0.00%
Administrative	Copy Fees	Color 11"x 17" Double-sided (per page)	\$ 0.85	\$ 0.85	0.00%
Administrative	Copy Fees	24" x 36" (outsourced) (per page)	\$ 3.30	\$ 3.30	0.00%
Administrative	Copy Fees	22" x 34" (outsourced) (per page)	\$ 3.00	\$ 3.00	0.00%
Administrative	Film Permits	Motion: City Property including rights-of-way(per day)	\$ 400.00	\$ 400.00	0.00%
Administrative	Film Permits	Still: City Property including rights-of-way (per day)	\$ 200.00	\$ 200.00	0.00%
Administrative	Labor Rates Hourly	City Administrator, Department Head, Assistant or Associate, City Clerk, City Treasurer- Idaho Code 74-102(10)	Current salary divided by 2,080 hours per year	Current salary divided by 2,080 hours per year	0.00%
Administrative	Labor Rates Hourly	Network Consultant	Current hourly rate	Current hourly rate	0.00%
Administrative	License & Tax Fees	Business License Application Fee	\$ 125.00	\$ 125.00	0.00%
Administrative	License & Tax Fees	Business License Renewal Fee	\$ 50.00	\$ 50.00	0.00%
Administrative	License & Tax Fees	Business License Late Fee	\$ 10.00	\$ 10.00	0.00%
Administrative	License & Tax Fees	City Local Option Tax Application Fee - Tax collected per Municipal Code Title 3, Chapter 12.	\$ -	\$ -	0.00%
Administrative	License & Tax Fees	City Local Option Tax Late Fee	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due	0.00%
Administrative	License & Tax Fees	Short-Term Rental Application Permit Fee-City Resolution #1230	\$ 504.00	\$ 504.00	0.00%
Administrative	License & Tax Fees	Short-Term Rental Renewal Permit Fee	\$ 504.00	\$ 504.00	0.00%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Administrative	License & Tax Fees	Short-Term Rental Late Fee (per day)	\$ 100.00	\$ 100.00	0.00%
Administrative	License & Tax Fees	Catering Permit Application Fee- Idaho Code 23-934A	\$ 20.00	\$ 20.00	0.00%
Administrative	License & Tax Fees	Right of Way Business Permit (non-construction)	\$ 50.00	\$ 50.00	0.00%
Administrative	License Fees	Retail sale of draft beer, or bottled or canned beer to be consumed on premises	\$ 200.00	\$ 200.00	0.00%
Administrative	License Fees	Retail sale of bottled or canned beer to not be consumed on premises	\$ 50.00	\$ 50.00	0.00%
Administrative	License Fees	Retail sale of wine by the bottle or glass to be consumed on premises	\$ 200.00	\$ 200.00	0.00%
Administrative	License Fees	Retail sale of wine by the bottle not to be consumed on premises	\$ 200.00	\$ 200.00	0.00%
Administrative	License Fees	Retail sale of liquor by the drink	\$ 560.00	\$ 560.00	0.00%
Administrative	License Fees	Taxicab Business License	\$ 260.00	\$ 260.00	0.00%
Administrative	License Fees	Taxicab Vehicle License (per vehicle)	\$ 30.00	\$ 30.00	0.00%
Administrative	Memorials and Donations	Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee	All memorials are cost-specific and determined by Department Director or designee	0.00%
Administrative	Other	Local Option Tax Late Payment Penalty	Greater of 5% or a minimum of \$10.00, plus 1% interest per month	Greater of 5% or a minimum of \$10.00, plus 1% interest per month	0.00%
Administrative	Other	Main Street Lamp Post Banner Reservation	\$ 175.00	\$ 175.00	0.00%
Administrative	Other	Over-the-Road Banner Reservation	\$ 250.00	\$ 250.00	0.00%
Administrative	Special Events	Street Party Application Fee	\$ 100.00	\$ 100.00	0.00%
Administrative	Special Events	Block Party Application Fee	\$ 50.00	\$ 50.00	0.00%
Administrative	Special Events	Category A – application fee	\$ 100.00	\$ 100.00	0.00%
Administrative	Special Events	Category B – application fee	\$ 400.00	\$ 400.00	0.00%
Administrative	Special Events	Category C – application fee	\$ 800.00	\$ 800.00	0.00%
Administrative	Special Events	Facility Fee(per day)	\$ 150.00	\$ 150.00	0.00%
Administrative	Special Events	Visitor Center Window Advertising Permit	\$ 75.00	\$ 75.00	0.00%
Administrative	Special Events	Music License Fee (per day)	\$ 10.00	\$ 10.00	0.00%
Administrative	Special Events	Street Closure for Designated Event Location	\$ 100.00	\$ 100.00	0.00%
Administrative	Special Events	Street Closure for Non-Designated Event Location	\$ 500.00	\$ 500.00	0.00%
Administrative	Special Events	Event Street Closure Traffic Control Sign Package Rental	\$ 250.00	\$ 250.00	0.00%
Administrative	Special Events	Refundable Security Deposit (Street Party & Small Events)	\$ 250.00	\$ 250.00	0.00%
Administrative	Special Events	Refundable Security Deposit (Medium & Large Events)	\$ 500.00	\$ 500.00	0.00%
Administrative	Special Events	On-Street Event Parking Rental (up to 2 spaces)	\$ 50.00	\$ 50.00	0.00%
Administrative	Special Events	On-Street Event Parking Rental (up to 10 spaces)	\$ 75.00	\$ 75.00	0.00%
Administrative	Tree Services	Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission(per occurrence)	\$ 50.00	\$ 50.00	0.00%
Administrative	Tree Services	Tree Permit (allows contractor to perform work on public trees with permission (per fiscal year)	\$ 50.00	\$ 50.00	0.00%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Clean Agent System Plan Check	\$ 500.00	\$ 500.00	0.00%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Clean Agent System Modification	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	New Installation: Commercial Kitchen Fire Suppression (per system)	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Modification to a Commercial Kitchen Fire Suppression System	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Inspections (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Modification to any Alternative Fire-Extinguishing System	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Single Family Residential Installations under 4,000 sq. ft.	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Single Family Residential Installations over 4,000 sq. ft.	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations up to 6,000 sq. ft.	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations 5,000 - 20,000 sq. ft.	\$ 350.00	\$ 350.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations over 20,000 sq. ft.	\$ 500.00	\$ 500.00	0.00%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Fire & Rescue	Automatic Fire Alarm Systems	Modification (including TI), 1-24 devices	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Modification (including TI), 25 or more devices	\$ 250.00	\$ 250.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Existing Component Modification	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Component Addition to Existing System	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Automatic Fire Alarm Systems	Fire Alarm Inspections (all) per hour	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Single Family Residential Installations under 6,000 sq. ft.	\$ 150.00	\$ 150.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Single Family Residential Installations over 6,000 sq. ft.	\$ 250.00	\$ 250.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installations up to 6,000 sq. ft.	\$ 150.00	\$ 150.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation 6,000 - 20,000 sq. ft.	\$ 250.00	\$ 250.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation 20,001 - 40,000 sq. ft.	\$ 500.00	\$ 500.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation over 40,000 sq. ft.	\$ 800.00	\$ 800.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Modification, 1-10 Heads	\$ 150.00	\$ 150.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Modification, 10 or more Heads	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Per Head fee for all Plan Checks	\$ 1.00	\$ 1.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Fire Suppression System Inspections (all) per hour	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Automatic Suppression Systems	Fire Flow Tests (beyond one included in plan review or other)	\$ 150.00	\$ 150.00	0.00%
Fire & Rescue	Burn Response Fees	Responses caused by burning without a permit. Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance	ICMA	ICMA	0.00%
Fire & Rescue	Burn Response Fees		RATES	RATES	0.00%
Fire & Rescue	Burn Response Fees	Responses to wildland or structure fire caused by an illegal burn. Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance	ICMA	ICMA	0.00%
Fire & Rescue	Burn Response Fees		RATES	RATES	0.00%
Fire & Rescue	Compressed Gases Systems Permit	New Installation	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Compressed Gases Systems Permit	Modification	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Emergency Fire Alarm Response Fees	First 3 alarms per year	\$ -	\$ -	0.00%
Fire & Rescue	Emergency Fire Alarm Response Fees	4 th alarm per calendar year	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Emergency Fire Alarm Response Fees	Each additional alarm per calendar year progressively increases at \$200.00 increments for each additional fire alarm, by alarm number	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Fire Code Violations	Violation of the Fire Code (\$250.00 per violation, per day) Each day in which a violation occurs, after due notice has been served, shall constitute a separate offense	\$ 250.00	\$ 250.00	0.00%
Fire & Rescue	Fire Pump Permits	New Installation	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Fire Pump Permits	Modification	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Fire Pump Permits	Inspections (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Flammable & Combustible Liquid Tank Permits	New Installation - Each Tank	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Flammable & Combustible Liquid Tank Permits	Modification – Each Tank	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Flammable & Combustible Liquid Tank Permits	Removal – Each Tank	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Hazardous Materials Permit	Annual Fee to Store, Transport On-Site, Dispense, Use or Handle Hazardous Materials	\$ 150.00	\$ 150.00	0.00%
Fire & Rescue	Hazardous Materials Permit	HMIS Assessment (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Hazardous Materials Permit	HMMP Assessment (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Hazardous Materials Permit	New Installation - HazMat Container, Tank or Process	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Hazardous Materials Permit	Modification - HazMat Container, Tank or Process	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Inspection & Standby Fees	Re-inspection fees (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Inspection & Standby Fees	Additional inspections required by changes, additions, or revisions (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Inspection & Standby Fees	After Hours Inspections (based on staff availability, minimum two hours) (per hour)	\$ 150.00	\$ 150.00	0.00%
Fire & Rescue	Inspection & Standby Fees	Investigation inspection fee (work commencing before permit issuance - IFC 106.3)	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Inspection & Standby Fees	Investigation inspection fee (removal of Stop Work Order - IFC 112)	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Inspection & Standby Fees	Firewatch, standby firefighters and/or emergency medical personnel and apparatus as required by the <i>fire marshal</i> . Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance.	ICMA	ICMA	0.00%
Fire & Rescue	Inspection & Standby Fees		RATES	RATES	0.00%
Fire & Rescue	L-P Gas System Permits	New Installation – Storage and/or dispensing	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	L-P Gas System Permits	Modification – Storage and/or dispensing	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	L-P Gas System Permits	New Installation - Prefilled Portable Cylinders for Consumer Exchange	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Medical Gas Systems Permit	New Installation	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Medical Gas Systems Permit	Modification	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Other Fire Code Permits	Carbon Dioxide Systems	\$ 200.00	\$ 200.00	0.00%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Fire & Rescue	Other Fire Code Permits	Firefighter Air System (FAS)	\$ 500.00	\$ 500.00	0.00%
Fire & Rescue	Other Fire Code Permits	Public Safety Radio Amplification System	\$ 500.00	\$ 500.00	0.00%
Fire & Rescue	Other Fire Code Permits	Smoke Control/Management System	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Other Fire Code Permits	Battery System (UPS)	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Other Fire Code Permits	High-Piled Storage Plan (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Other Fire Code Permits	Other fire code related permits as set forth in IFC Section 105.7 (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Other Fire Code Permits	Annual operational permits as set forth in IFC Section 105.6	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Sandpipe System Permits	New Installation	\$ 250.00	\$ 250.00	0.00%
Fire & Rescue	Sandpipe System Permits	Modification	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Sandpipe System Permits	Per Hose Connection for New and Existing Systems	\$ 10.00	\$ 10.00	0.00%
Fire & Rescue	Sandpipe System Permits	Standpipe System Inspections	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Solar Photovoltaic System Permits	New Installation and Plan Review	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Solar Photovoltaic System Permits	Modification to Existing System	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Solar Photovoltaic System Permits	Inspections (per hour)	\$ 75.00	\$ 75.00	0.00%
Fire & Rescue	Spring, Dipping or Powder Coating Permits	New Installation - Spray Area, Spray Room, Spray Booth, Dip Tank or Mixing Room	\$ 300.00	\$ 300.00	0.00%
Fire & Rescue	Spring, Dipping or Powder Coating Permits	Modification - Spray Area, Spray Room, Spray Booth, Dip Tank or Mixing Room	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Amusement Building - 30 Days (must have sprinkler system 3103.3.1)	\$ 500.00	\$ 500.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Fuel Tank & Dispensing	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - LP Gas - Construction Site Use of Containers Over 100 lbs.	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Tent or Membrane Structure >400 sq. ft. -Additional Tents(s) per event \$50 ea.	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Special Event Structure >400 sq. ft.	\$ 100.00	\$ 100.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Outdoor Assembly Event where planned attendance exceeds 1000 persons	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Pyrotechnics Display	\$ 200.00	\$ 200.00	0.00%
Fire & Rescue	Temporary Use Permit Fees	Other fire code related temporary use permits not listed (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0.00%
Planning & Building	Amendments	Comprehensive Plan Amendment	\$ 9,400.00	\$ 9,400.00	0.00%
Planning & Building	Amendments	Zoning/Subdivision Text Amendment	\$ 12,600.00	\$ 12,600.00	0.00%
Planning & Building	Amendments	Zone Change Request	\$ 7,900.00	\$ 7,900.00	0.00%
Planning & Building	Building	\$1.00 to \$500.00= (1) Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of project.	\$ 24.75	\$ 24.75	0.00%
Planning & Building	Building	\$501.00 to \$2,000.00= (1)	\$24.75 for the first \$500.00 plus \$3.20 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$24.75 for the first \$500.00 plus \$3.20 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	0.00%
Planning & Building	Building	\$2001.00 to \$25,000.00=(1)	\$72.75 for the first \$2,000.00 plus \$14.70 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$72.75 for the first \$2,000.00 plus \$14.70 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	0.00%
Planning & Building	Building	\$25,001.00 to \$50,000.00= (1)	\$410.75 for the first \$25,000.00 plus \$10.60 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$410.75 for the first \$25,000.00 plus \$10.60 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	0.00%
Planning & Building	Building	\$50,001.00 to \$100,000.00= (1)	\$676.00 for the first \$50,000.00 plus \$7.35 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$676.00 for the first \$50,000.00 plus \$7.35 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	0.00%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Planning & Building	Building	\$100,001.00 to \$500,000.00= (1)	\$1043.50 for the first \$100,000.00 plus \$5.90 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$1043.50 for the first \$100,000.00 plus \$5.90 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	0.00%
Planning & Building	Building	\$500,001.00 to \$1,000,000.00= (1)	\$3,395.50 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	\$3,395.50 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	0.00%
Planning & Building	Building	\$1,000,000.00 and up= (1)	\$5,889.25 for the first \$1,000,000.00 plus \$3.85 for each additional \$1,000.00, or fraction thereof	\$5,889.25 for the first \$1,000,000.00 plus \$3.85 for each additional \$1,000.00, or fraction thereof	0.00%
Planning & Building	Building	Plan Check Fee - Building	65% of permit fee	65% of permit fee	0.00%
Planning & Building	Building	Plan Check Fee - Planning	70% of building plan check fee	70% of building plan check fee	0.00%
Planning & Building	Building	Plan Check Fee - Fire	70% of building plan check fee	70% of building plan check fee	0.00%
Planning & Building	Building	Building Permit Modification - Minor (as determined by the Administrator)	\$ 500.00	\$ 500.00	0.00%
Planning & Building	Building	Building Permit Modification - Major (as determined by the Administrator, full plan check fees may be assessed based on size of modification)	\$ 1,500.00	\$ 1,500.00	0.00%
Planning & Building	Building	For use of outside consultants for plan check and inspections, or both (Actual costs include administrative and overhead costs.)	Actual Costs	Actual Costs	0.00%
Planning & Building	Building	Penalty for commencement of work without a building or land use permit	\$ 1,000.00	\$ 1,000.00	0.00%
Planning & Building	Building	Penalty for illegal occupancy of a building (per day)	\$ 1,000.00	\$ 1,000.00	0.00%
Planning & Building	Building	Building Permit - Change of Occupancy	\$ 140.00	\$ 140.00	0.00%
Planning & Building	Building	Temporary Certificate of Occupancy (non-refundable) (per week)	\$ 1,000.00	\$ 1,000.00	0.00%
Planning & Building	Building	Alternative Energy System Installation- Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspection and Fees.	\$ 100.00	\$ 100.00	0.00%
Planning & Building	Building	Demolition Fee (A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.)	\$ 1,100.00	\$ 1,100.00	0.00%
Planning & Building	Design Review	Pre-Application Design Review	\$ 4,300.00	\$ 4,300.00	0.00%
Planning & Building	Design Review	Mountain Overlay Design Review	\$ 6,400.00	\$ 6,400.00	0.00%
Planning & Building	Design Review	Final Design Review	\$ 5,200.00	\$ 5,200.00	0.00%
Planning & Building	Design Review	Administrative Design Review	\$ 700.00	\$ 700.00	0.00%
Planning & Building	Design Review	Administrative Design Review - in Mountain Overlay and/or Avalanche Overlay	\$ 2,000.00	\$ 2,000.00	0.00%
Planning & Building	Design Review	Hotel Pre-Application Design Review	\$ 12,100.00	\$ 12,100.00	0.00%
Planning & Building	Design Review	Hotel Design Review	\$ 9,500.00	\$ 9,500.00	0.00%
Planning & Building	Design Review	Request to Alter or Demolish a Historic Structure	\$ 2,300.00	\$ 2,300.00	0.00%
Planning & Building	Floodplain Development Permits	Streambank Alteration	\$ 7,600.00	\$ 7,600.00	0.00%
Planning & Building	Floodplain Development Permits	Emergency Streambank Alteration Permit	\$ 2,000.00	\$ 2,000.00	0.00%
Planning & Building	Floodplain Development Permits	Emergency Flood Protection Permit	\$ -	\$ -	0.00%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Residential	\$ 3,600.00	\$ 3,600.00	0.00%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Subdivision	\$ 8,300.00	\$ 8,300.00	0.00%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Non-residential and Mixed Use	\$ 6,300.00	\$ 6,300.00	0.00%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - interior remodel, new structures/additions entirely outside of floodplain	\$ 2,400.00	\$ 2,400.00	0.00%
Planning & Building	Floodplain Development Permits	Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation	\$ 500.00	\$ 500.00	0.00%
Planning & Building	Floodplain Development Permits	Major Riparian Alteration – Application applies to vegetation within 25 feet of mean high water mark. This application covers the removal of more than four (4) trees or major maintenance of riparian trees and vegetation.	\$ 950.00	\$ 950.00	0.00%
Planning & Building	Floodplain Development Permits	General Irrigation Floodplain Development Permit	\$ 500.00	\$ 500.00	0.00%
Planning & Building	Impact Fees	Fire Development Impact Fees Single Family	\$ 2,092.00	\$ 2,092.00	0.00%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Planning & Building	Impact Fees	Fire Development Impact Fees Multi Family per unit	\$ 1,616.00	\$ 1,616.00	0.00%
Planning & Building	Impact Fees	Fire Development Impact Fees Commercial per square foot	\$ 0.45	\$ 0.45	0.00%
Planning & Building	Impact Fees	Parks Development Impact Fees Single Family	\$ 1,047.00	\$ 1,047.00	0.00%
Planning & Building	Impact Fees	Parks Development Impact Fees Multi Family per unit	\$ 809.00	\$ 809.00	0.00%
Planning & Building	Impact Fees	Parks Development Impact Fees Commercial per square foot	\$ -	\$ -	0.00%
Planning & Building	Impact Fees	Police Development Impact Fees Single Family	\$ 104.00	\$ 104.00	0.00%
Planning & Building	Impact Fees	Police Development Impact Fees Multi Family per unit	\$ 80.00	\$ 80.00	0.00%
Planning & Building	Impact Fees	Police Development Impact Fees Commercial per square foot	\$ 0.22	\$ 0.22	0.00%
Planning & Building	Impact Fees	Streets Development Impact Fees Single Family	\$ 4,492.00	\$ 4,492.00	0.00%
Planning & Building	Impact Fees	Streets Development Impact Fees Multi Family per unit	\$ 3,471.00	\$ 3,471.00	0.00%
Planning & Building	Impact Fees	Streets Development Impact Fees Commercial per square foot	\$ 0.97	\$ 0.97	0.00%
Planning & Building	Miscellaneous	Consultant Review Fee	100% of actual costs incurred	100% of actual costs incurred	0.00%
Planning & Building	Miscellaneous	Community Housing In-lieu Fee (per square foot)	\$ 762.00	\$ 762.00	0.00%
Planning & Building	Other	Inspections outside of normal business hours (minimum charge --two hours) <i>*or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages.</i>	\$ 140.00	\$ 140.00	0.00%
Planning & Building	Other	Re-inspection fees (after two inspections)	\$ 140.00	\$ 140.00	0.00%
Planning & Building	Other	Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)	\$ 140.00	\$ 140.00	0.00%
Planning & Building	Other	Additional and partial inspections requested by the applicant above the minimum required by the building codes (minimum charge--one hour)	\$ 140.00	\$ 140.00	0.00%
Planning & Building	Other	Hourly Rate for Review of Changes, Additions or Revisions to Plans	\$ 100.00	\$ 100.00	0.00%
Planning & Building	Other	Administrative Processing Fee for security agreements and other similar processes (minimum charge)	\$ 100.00	\$ 100.00	0.00%
Planning & Building	Other	Penalty for work within the City Right-of-Way without required permit	\$ 300.00	\$ 300.00	0.00%
Planning & Building	Other	Deferred submittals, per each submittal	25% of Plan review fee	25% of Plan review fee	0.00%
Planning & Building	Other Permits	Administrative Use Permit	\$ 500.00	\$ 500.00	0.00%
Planning & Building	Other Permits	Sign Permit	\$ 325.00	\$ 325.00	0.00%
Planning & Building	Other Permits	Fence Permit	\$ 200.00	\$ 200.00	0.00%
Planning & Building	Other Permits	Conditional Use Permit	\$ 4,300.00	\$ 4,300.00	0.00%
Planning & Building	Other Permits	Conditional Use Permit - Daycare Businesses	\$ 400.00	\$ 400.00	0.00%
Planning & Building	Other Permits	Conditional Use Permit Amendment	\$ 3,100.00	\$ 3,100.00	0.00%
Planning & Building	Other Permits	Variance	\$ 3,200.00	\$ 3,200.00	0.00%
Planning & Building	Other Permits	Appeals	\$ 6,700.00	\$ 6,700.00	0.00%
Planning & Building	Other Permits	Off-Site Vendor - New	\$ 1,500.00	\$ 1,500.00	0.00%
Planning & Building	Other Permits	Off-Site Vendor - Renewal	\$ 1,000.00	\$ 1,000.00	0.00%
Planning & Building	Other Permits	Grading	\$ 1,100.00	\$ 1,100.00	0.00%
Planning & Building	Other Permits	Wireless Communications Facility Master Plan	\$ 2,300.00	\$ 2,300.00	0.00%
Planning & Building	Other Permits	Wireless Communications Facility Permit	\$ 1,000.00	\$ 1,000.00	0.00%
Planning & Building	Other Permits	Off-site Commercial/Neighborhood Snow Storage Permit - Administrative	\$ 600.00	\$ 600.00	0.00%
Planning & Building	Other Permits	Listing a Historic Structure/Site	\$ 3,000.00	\$ 3,000.00	0.00%
Planning & Building	Other Permits	Development Agreement-Rezone	\$ 13,300.00	\$ 13,300.00	0.00%
Planning & Building	Other Permits	Development Agreement - Non-Rezone	\$ 6,600.00	\$ 6,600.00	0.00%
Planning & Building	Other Permits	Development Agreement Amendment - Minor	\$ 4,000.00	\$ 4,000.00	0.00%
Planning & Building	Other Permits	Development Agreement Amendment - Major	\$ 6,600.00	\$ 6,600.00	0.00%
Planning & Building	Other Permits	Residential Annexation	\$ 7,600.00	\$ 7,600.00	0.00%
Planning & Building	Other Permits	Commercial Annexation	\$ 16,900.00	\$ 16,900.00	0.00%
Planning & Building	Other Permits	Mixed-Use Annexation (residential & commercial)	\$ 16,900.00	\$ 16,900.00	0.00%
Planning & Building	Subdivision	Land Subdivision: Preliminary Plat	\$ 3,900.00	\$ 3,900.00	0.00%
Planning & Building	Subdivision	Condo/Townhome Subdivision: Preliminary Plat	\$ 4,300.00	\$ 4,300.00	0.00%
Planning & Building	Subdivision	Land Subdivision: Final Plat	\$ 2,800.00	\$ 2,800.00	0.00%
Planning & Building	Subdivision	Condo/Townhome Subdivision: Final Plat	\$ 2,900.00	\$ 2,900.00	0.00%
Planning & Building	Subdivision	Planned Unit Development (PUD)	\$ 16,700.00	\$ 16,700.00	0.00%
Planning & Building	Subdivision	Planned Unit Development (PUD)- Minor Amendment	\$ 6,000.00	\$ 6,000.00	0.00%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Planning & Building	Subdivision	Planned Unit Development (PUD)- Major Amendment	\$ 12,000.00	\$ 12,000.00	0.00%
Planning & Building	Subdivision	Hotel Planned Unit Development (PUD)	\$ 16,700.00	\$ 16,700.00	0.00%
Planning & Building	Subdivision	Readjustment of Lot Lines (Lot Line Shift)	\$ 2,200.00	\$ 2,200.00	0.00%
Planning & Building	Subdivision	Vacation	\$ 7,200.00	\$ 7,200.00	0.00%
Recreation	Park Reservations	0-49 people or fewer-1/2 day rate up to 4 hours	\$ 80.00	\$ 80.00	0.00%
Recreation	Park Reservations	50-99 people - 1/2 day rate up to 4 hours	\$ 160.00	\$ 160.00	0.00%
Recreation	Park Reservations	100+ people - 1/2 day rate up to 4 hours	\$ 320.00	\$ 320.00	0.00%
Recreation	Park Reservations	0-49 people - full day rate up to 8 hours	\$ 160.00	\$ 160.00	0.00%
Recreation	Park Reservations	50-99 people - full day rate up to 8 hours	\$ 320.00	\$ 320.00	0.00%
Recreation	Park Reservations	100+ people - full day rate up to 8 hours	\$ 500.00	\$ 500.00	0.00%
Recreation	Park Reservations	Refundable Security Deposit (over 100 people)	\$ 250.00	\$ 250.00	0.00%
Recreation	User Fees	Athletic fields and facilities (per two hours)	\$ 80.00	\$ 80.00	0.00%
Recreation	User Fees	Recreation Center (per two hours)	\$ 60.00	\$ 60.00	0.00%
Recreation	User Fees	Recreation Center Security Deposit	\$ 150.00	\$ 150.00	0.00%
Recreation	User Fees	Public Park Areas	Fees are determined by staff according to current Park Reservations, athletic field and Recreation Center Fee Schedules	Fees are determined by staff according to current Park Reservations, athletic field and Recreation Center Fee Schedules	0.00%
Recreation	Youth Fees After School	Full season (school year)	\$ 755.00	\$ 755.00	0.00%
Recreation	Youth Fees After School	Per month	\$ 105.00	\$ 105.00	0.00%
Recreation	Youth Fees After School	Per day	\$ 15.00	\$ 15.00	0.00%
Recreation	Youth Fees After School	Out-of-school and extra activities, cost is activity dependent	\$40.00-\$65.00	\$40.00-\$65.00	0.00%
Recreation	Youth Fees After School	Swimming (6 weeks session)	\$ 90.00	\$ 90.00	0.00%
Recreation	Youth Fees After School	Additional after school activities	\$ 80.00	\$ 80.00	0.00%
Recreation	Youth Fees Summer	Full summer (ten weeks M-Th)	\$ 1,100.00	\$ 1,100.00	0.00%
Recreation	Youth Fees Summer	Per week (M-TH)	\$ 155.00	\$ 155.00	0.00%
Recreation	Youth Fees Summer	Per day (drop-in)	\$ 40.00	\$ 40.00	0.00%
Recreation	Youth Fees Summer	Swimming (10 weeks session)	\$ 150.00	\$ 150.00	0.00%
Recreation	Youth Fees Summer	Friday Adventures (requires individual registration) cost depends on activity	\$40.00-\$65.00	\$40.00-\$65.00	0.00%
Street	Permits	Banner Install/Remove	\$ 175.00	\$ 175.00	0.00%
Street	Permits	Right of Way Encroachment Agreement	\$ 600.00	\$ 600.00	0.00%
Street	Permits	Right of Way Encroachment Agreement - Snowmelt		\$ 1,200.00	NEW
Street	Permits	Right of Way Usage Fee		Calculation based on system size, heat output, and energy demand	NEW
Street	Permits	Temporary Use of the Right of Way Permit (TURP)	\$ 100.00	\$ 100.00	0.00%
Street	Permits	Dig Permit	\$ 50.00	\$ 50.00	0.00%
Street	Permits	Barricade Rental	\$ 20.00	\$ 20.00	0.00%
Street	Permits	Security Agreement/Performance Bond Processing Fee	\$ 100.00	\$ 100.00	0.00%
Wastewater	Connection Fees	Meter 1” scale factor 1.00	\$ 3,824.00	\$ 3,824.00	0.00%
Wastewater	Connection Fees	Meter 1.5” scale factor 2.25	\$ 8,604.00	\$ 8,604.00	0.00%
Wastewater	Connection Fees	Meter 2” scale factor 4.00	\$ 15,296.00	\$ 15,296.00	0.00%
Wastewater	Connection Fees	Meter 3” scale factor 9.00	\$ 34,416.00	\$ 34,416.00	0.00%
Wastewater	Connection Fees	Meter 4” scale factor 16.00	\$ 61,184.00	\$ 61,184.00	0.00%
Wastewater	Connection Fees	Meter 6” scale factor 36.00	\$ 137,664.00	\$ 137,664.00	0.00%
Wastewater	Fees	Service Inspection Fee	\$ 40.00	\$ 40.00	0.00%
Wastewater	Sewer User Fees	11-Single family home	\$ 50.39	\$ 50.39	0.00%
Wastewater	Sewer User Fees	12-Multiple living unit	\$ 47.99	\$ 47.99	0.00%
Wastewater	Sewer User Fees	13-Motel / hotel (first unit)	\$ 47.99	\$ 47.99	0.00%
Wastewater	Sewer User Fees	15-Office building / 1,500 square feet	\$ 47.99	\$ 47.99	0.00%
Wastewater	Sewer User Fees	16-Retail sales / 3,000 square feet	\$ 47.99	\$ 47.99	0.00%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Wastewater	Sewer User Fees	17-Restaurant / cafe per seat with or without a trap	\$ 4.73	\$ 4.73	0.00%
Wastewater	Sewer User Fees	20-Retail food / 1,500 square feet	\$ 47.99	\$ 47.99	0.00%
Wastewater	Sewer User Fees	21-Barber shop / per chair	\$ 23.96	\$ 23.96	0.00%
Wastewater	Sewer User Fees	22-Beauty salon / per operator	\$ 47.99	\$ 47.99	0.00%
Wastewater	Sewer User Fees	26-Dry cleaners	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	27-Garage / mechanical per 1,500 square feet	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	28-Laundries	\$ 191.93	\$ 191.93	0.00%
Wastewater	Sewer User Fees	29-Bank	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	30-School / per 50 students	\$ 47.99	\$ 47.99	0.00%
Wastewater	Sewer User Fees	31-Swimming pool / private / 500 square feet	\$ 11.93	\$ 11.93	0.00%
Wastewater	Sewer User Fees	32-Beer, wine, liquor	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	33-Theater / per screen	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	35-Nursery school	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	36-Church	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	37-Lodge / private / 3,000 square feet	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	39-Dentist / doctor/ per medical doctor	\$ 51.65	\$ 51.65	0.00%
Wastewater	Sewer User Fees	40-Car wash with recycle	\$ 51.65	\$ 51.65	0.00%
Wastewater	Sewer User Fees	41-Hospital / per bed	\$ 9.56	\$ 9.56	0.00%
Wastewater	Sewer User Fees	42-Bowling alley / per lane	\$ 19.17	\$ 19.17	0.00%
Wastewater	Sewer User Fees	43-Car wash without recycle / per bay	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	44-Commercial / 3,000 square feet	\$ 47.99	\$ 47.99	0.00%
Wastewater	Sewer User Fees	45-Photo development lab	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	46-Gas station with public restrooms	\$ 95.94	\$ 95.94	0.00%
Wastewater	Sewer User Fees	47-Warehouse / 6,000 square feet	\$ 47.99	\$ 47.99	0.00%
Wastewater	Sewer User Fees	48-Swimming pool / public / 500 square feet	\$ 36.68	\$ 36.68	0.00%
Wastewater	Sewer User Fees	54-Motel / hotel unit without cooking	\$ 11.93	\$ 11.93	0.00%
Wastewater	Sewer User Fees	55-Motel hotel, with cooking	\$ 23.96	\$ 23.96	0.00%
Wastewater	Sewer User Fees	56-Senior family living home	\$ 23.96	\$ 23.96	0.00%
Water	Connection Fees	Meter 1” scale factor 1.00	\$ 4,416.00	\$ 4,416.00	0.00%
Water	Connection Fees	Meter 1.5” scale factor 2.25	\$ 9,936.00	\$ 9,936.00	0.00%
Water	Connection Fees	Meter 2” scale factor 4.00	\$ 17,664.00	\$ 17,664.00	0.00%
Water	Connection Fees	Meter 3” scale factor 9.00	\$ 39,744.00	\$ 39,744.00	0.00%
Water	Connection Fees	Meter 4” scale factor 16.00	\$ 70,656.00	\$ 70,656.00	0.00%
Water	Connection Fees	Meter 6” scale factor 36.00	\$ 158,976.00	\$ 158,976.00	0.00%
Water	Fees	City water tap and corporation stop installation	In addition to connection fees in table 4-D	In addition to connection fees in table 4-D	0.00%
Water	Fees	1” tap	\$ 203.00	\$ 203.00	0.00%
Water	Fees	1 ½” tap	\$ 220.00	\$ 220.00	0.00%
Water	Fees	2” tap	\$ 247.00	\$ 247.00	0.00%
Water	Fees	Non-Standard Connection Fee	Time and material cost to city	Time and material cost to city	0.00%
Water	Fees	Water Meter Fee – 1” Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0.00%
Water	Fees	Water Meter Fee – 1.5” R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0.00%
Water	Fees	Water Meter Fee – 1.5” C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0.00%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2026 Adopted Fee Resolution 26-001	FY 2026 Proposed Fee	Change %
Water	Fees	Water Meter Fee – 2” R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0.00%
Water	Fees	Water Meter Fee – 2” C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0.00%
Water	Fees	Water Meter Fee – 3” Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0.00%
Water	Fees	Water Meter Vaults	\$ 1,100.00	\$ 1,100.00	0.00%
Water	Fees	Fire Line Permit Fee	\$ 253.00	\$ 253.00	0.00%
Water	Fees	Turn-On Fee	\$ 25.00	\$ 25.00	0.00%
Water	Fees	Turn-Off Fee	\$ 25.00	\$ 25.00	0.00%
Water	Fees	Water User Charges – Metered Users Base charge (residential or commercial)	\$ 16.04	\$ 16.04	0.00%
Water	Fees	1,000 – 8,000 Additional Gallons per 1,000 gallons	\$ 1.38	\$ 1.38	0.00%
Water	Fees	8,001 – 20,000 Additional Gallons per 1,000 gallons	\$ 2.70	\$ 2.70	0.00%
Water	Fees	20,001 – 32,000 Additional Gallons per 1,000 gallons	\$ 3.19	\$ 3.19	0.00%
Water	Fees	32,001 – 44,000 Additional Gallons per 1,000 gallons	\$ 3.67	\$ 3.67	0.00%
Water	Fees	44,001 – 56,000 Additional Gallons per 1,000 gallons	\$ 4.16	\$ 4.16	0.00%
Water	Fees	56,001 – 68,000 Additional Gallons per 1,000 gallons	\$ 4.64	\$ 4.64	0.00%
Water	Fees	68,001 – 80,000 Additional Gallons per 1,000 gallons	\$ 5.13	\$ 5.13	0.00%
Water	Fees	80,001 – 92,000 Additional Gallons per 1,000 gallons	\$ 5.77	\$ 5.77	0.00%
Water	Fees	92,000 – 104,000 Additional Gallons per 1,000 gallons	\$ 6.41	\$ 6.41	0.00%
Water	Fees	104,001 – 116,000 Additional Gallons per 1,000 gallons	\$ 7.04	\$ 7.04	0.00%
Water	Fees	116,001 – 128,000 Additional Gallons per 1,000 gallons	\$ 7.70	\$ 7.70	0.00%
Water	Fees	128,001 – 140,000 Additional Gallons per 1,000 gallons	\$ 8.33	\$ 8.33	0.00%
Water	Fees	140,001 – 152,000 Additional Gallons per 1,000 gallons	\$ 8.97	\$ 8.97	0.00%
Water	Fees	>152,000 Additional Gallons per 1,000 gallons	\$ 9.61	\$ 9.61	0.00%
Water	User Charges-Flat Rate	Residential-First five (5) cold water taps or less Each additional cold water tap (per month, per unit)	\$ 27.63	\$ 27.63	0.00%
Water	User Charges-Flat Rate	Residential-Each additional cold water tap (per month, per unit)	\$ 2.55	\$ 2.55	0.00%
Water	User Charges-Flat Rate	Residential-Irrigation and sprinkling per each 1,000 square feet of lot area (per month, per unit)	\$ 0.92	\$ 0.92	0.00%
Water	User Charges-Flat Rate	Commercial-First five (5) cold water taps or less Each additional cold water tap (per month, per unit)	\$ 42.40	\$ 42.40	0.00%
Water	User Charges-Flat Rate	Commercial-Each additional cold water tap (per month, per unit)	\$ 3.53	\$ 3.53	0.00%
Water	User Charges-Flat Rate	Commercial-Irrigation and sprinkling per each 1,000 square feet of lot area (per month, per unit)	\$ 0.93	\$ 0.93	0.00%
Water	User Fees	Fire User Charge 2” Connection (per month)	\$ 9.05	\$ 9.05	0.00%
Water	User Fees	Fire User Charge 4” Connection (per month)	\$ 18.41	\$ 18.41	0.00%
Water	User Fees	Fire User Charge 6” Connection (per month)	\$ 37.00	\$ 37.00	0.00%
Water	User Fees	Fire User Charge 8” Connection (per month)	\$ 54.70	\$ 54.70	0.00%
Water	User Fees	Fire User Change 10” Connection (per month)	\$ 74.04	\$ 74.04	0.00%
Water	User Fees	Fire User Charge 12” Connection (per month)	\$ 91.63	\$ 91.63	0.00%
Water	User Fees	Tank Truck Fill Fee	Fee determined by amount	Fee determined by amount	0.00%
Water	User Fees	Use of Fire Hydrant Charge (per day)	\$ 25.00	\$ 25.00	0.00%



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:

December 1, 2025

 Staff Member/Dept:

Jade Riley, Administration

Agenda Item:

Recommendation to conduct the first reading of Ordinance 1271, adopting general updates and revisions to Ketchum Municipal Code Titles 1 through 4.

Recommended Motion:

"I move to approve Ordinance 1271 by number and title only."
--

Reasons for Recommendation:

- | |
|--|
| <ul style="list-style-type: none">• Staff recommendations for updates and revisions to Titles 1 through 4 of the Ketchum Municipal Code were reviewed by City Council at the November 17, 2025 meeting.• No major changes were requested by Council.• Minor edits have been incorporated by staff since the November 17 meeting and are indicated on the attached redline version as "new edit." |
|--|

Sustainability Impact:

None.

Financial Impact:

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

Attachments:

- | |
|--|
| 1. Titles 1-4 (strike and replace version) |
| 2. Ordinance 1271 |

TITLE 1 GENERAL PROVISIONS

CHAPTER 1.04 GENERAL CODE PROVISIONS

1.04.010 Definitions.

The following words and phrases, whenever used in the ordinances of the City, shall be construed as defined in this section unless, from the context, a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

Alley: A minor improved or unimproved public way providing secondary and/or service access to the back or the side of a property otherwise abutting a street.

City: The City of Ketchum, the area within the territorial limits of the City, and such territory outside the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.

Council: The City Council of the City of Ketchum. "All its members" or "all Council Members" means the total number of Council Members holding office.

County: The County of Blaine.

Law: Denotes applicable federal law, the constitution and statutes of the State of Idaho, the ordinances of the City, and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

May: Is permissive.

Month: A calendar month.

Must and shall: Are each mandatory.

Oath: Includes an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases, the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed".

Owner: Applied to a building or land, means and includes any part owner, joint owner, tenant in common, joint tenant, tenant by the entirety, of the whole or a part of such building or land.

Person: Means and includes a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

Personal property: Means and includes money, goods, chattels, things in action and evidences of debt.

Preceding and following: Next before and next after, respectively.

Property: Means and includes real and personal property.

Real property: Means and includes lands, tenements and hereditaments.

Sidewalk: That portion of a street or private property developed with a hard surface walkway for the use of pedestrians.

State: The State of Idaho.

Street: A public or private right-of-way, which provides vehicular or pedestrian access to more than four dwelling units. "Street" also includes the terms "highway", "boulevard", "parkway", "thoroughfare", "road", "avenue", "lane", "place" and all such terms except "driveway".

Tenant and occupant: Applied to a building or land, mean and include any person who occupies the whole or a part of such building or land, whether alone or with others.

Written: Means and includes printed, typewritten, mimeographed, multigraphed, or otherwise reproduced in permanent visible form.

Year: A calendar year.

(Ord. 778 § 1, 1999)

1.04.020 Interpretation of language.

All words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.

(Ord. 778 § 2, 1999)

1.04.030 Grammatical interpretation.

The following grammatical rules shall apply in the ordinances of the City unless it is apparent from the context that a different construction is intended:

- A. *Gender.* Each gender includes the masculine, feminine and neuter genders.
- B. *Singular and plural.* The singular number includes the plural, and the plural includes the singular.
- C. *Tenses.* Words used in the present tense include the past and the future tenses and vice versa, unless manifestly inapplicable.

(Ord. 778 § 3, 1999)

1.04.040 Acts by agents.

When an act is required by an ordinance, the same being such that it may be done as well by an agent as by the principal, such requirement shall be construed to include all such acts performed by an authorized agent.

(Ord. 778 § 4, 1999)

1.04.050 Prohibited acts include causing and permitting.

Whenever in the ordinances of the City any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.

(Ord. 778 § 5, 1999)

1.04.060 Computation of time.

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday, in which case, the period runs until the end of the next day which is neither Saturday, Sunday nor legal holiday.

(Ord. 778 § 6, 1999)

1.04.070 Construction.

The provisions of the ordinances of the City, and all proceedings under them, are to be construed with a view to effect their objects and to promote justice.

(Ord. 778 § 7, 1999)

1.04.080 Repeal shall not revive any ordinances.

The repeal of an ordinance shall not repeal the repealing clause of an ordinance or revive any ordinance.

(Ord. 778 § 8, 1999)

1.04.090 Saving and severability clause.

It is declared to be the legislative intent that the provisions and parts of this code shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this code is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this code.

(Ord. 778 § 9, 1999)

CHAPTER 1.08 CORPORATE SEAL

1.08.010 Description of corporate seal.

The corporate seal of the City of Ketchum, Idaho, shall be circular in form approximately two inches in diameter, more or less, with an inner and outer circle, the inner circle to be approximately one-fourth-inch less in diameter than the outer circle. The seal shall bear in the space between the inner and outer circles substantially the following: "City of Ketchum, Blaine County, Idaho", and upon the space within the inner circle the word "Seal".

(Ord. 22 § 1, 1956; Ord. 781 § 1, 1999)

1.08.020 Adoption.

The corporate seal, the impression of which is described in section 1.08.010 of this chapter, is adopted and declared to be the official seal of the City of Ketchum, Blaine County, Idaho.

(Ord. 22 § 2, 1956; 2000 Code)

TITLE 1 - GENERAL PROVISIONS
CHAPTER 1.12 ORDINANCES

CHAPTER 1.12 ORDINANCES

Commented [LE1]: Delete chapter. Governed by Idaho code.

~~1.12.010 Presentation of ordinance.~~

~~All ordinances of a general or permanent nature shall be typewritten or printed and presented at a regular or at a special meeting of the City Council by a member, at the call for which provision for presentation of such ordinance is made.~~

~~(Ord. 21-5-1, 1956; 2000 Code)~~

~~1.12.020 Rules for reading ordinances; subjects.~~

~~Every such ordinance shall be fully and distinctly read on three different days, unless three-fourths of the City Council shall dispense with the rule. An ordinance shall contain no subject which shall not be clearly expressed in its title, and no ordinance or section of such ordinance shall be revised or amended unless the new ordinance or section so revised or amended shall be repealed.~~

~~(Ord. 21-5-2, 1956; 2000 Code)~~

~~1.12.030 Recording vote.~~

~~On the passage or adoption of every ordinance of a general or permanent nature, the yeas and nays shall be called and recorded, and to pass or adopt the same, a concurrence of a majority of the whole number of members of the City Council shall be required.~~

~~(Ord. 21-5-3, 1956; 2000 Code)~~

~~1.12.040 Signing ordinance.~~

~~When any such ordinance is passed, it shall be signed by the Mayor and by the City Clerk, and the date of its adoption or passage by the City Council shall be necessary to pass the same.~~

~~(Ord. 21-5-4, 1956; 2000 Code)~~

~~1.12.050 Time of taking effect.~~

~~Ordinances making the annual tax levy and appropriations shall take effect immediately upon their passage. Ordinances granting franchises of any kind shall take effect not less than 30 days after their passage and approval. All other ordinances enacted by the City Council shall take effect upon their passage, approval and publication; provided, however, that the ordinance may fix a later date on which it may take effect, in which event, it shall take effect at such later date. Ordinances adopted by the electors of the City shall take effect at the date fixed in such ordinance, or if no such time is designated, at the date of adoption.~~

~~(Ord. 21-5-5, 1956; 2000 Code)~~

~~1.12.060 Publication.~~

~~Each ordinance shall be published by being inserted in one issue of an official newspaper. Publication must be made within three weeks from the date of signing the ordinance.~~

~~(Ord. 21-5-6, 1956)~~

~~1.12.070 Permanent record of ordinances.~~

~~It shall be the duty of the City Clerk to safely keep the original ordinances as passed and adopted, and to copy the same in a book provided for that purpose, and to attach to each a certificate over the seal of the City that the same is a true and correct copy of the original ordinance as passed.~~

~~(Ord. 21-5-7, 1956)~~

~~1.12.080 Special ordinances and resolutions.~~

~~All ordinances of a special or limited nature and all resolutions in the nature of ordinances and orders to enter into contracts shall be presented in writing to the City Council by a member. Such orders, resolutions or ordinances may be disposed of on one reading, or otherwise as the City Council may determine. On the final passage of any such ordinance, resolution or order, the yeas and nays shall be called and recorded, and the concurrence of a majority of the whole number of the City Council shall be necessary to pass the same.~~

~~(Ord. 21-5-8, 1956; 2000 Code)~~

~~1.12.090 Rules on special ordinances and resolutions.~~

~~Ordinances of a special or limited nature, resolutions and orders to enter into contracts shall be entered in full upon the minutes of the proceedings of the City Council but, unless otherwise directed by the City Council, shall not be entered in the book of ordinances, and shall not be published unless so required by the City Council or unless publication is required by law.~~

~~(Ord. 21-5-9, 1956; 2000 Code)~~

~~1.12.100 Consent calendar.~~

- ~~A. When the Mayor determines that any item of business requires action by the Council, but is of a routine and noncontroversial nature, (s)he may cause such item to be presented at a regular meeting of the Council as part of a consent calendar.~~
- ~~B. The consent calendar shall be introduced by a motion: "To approve the consent calendar", and shall be considered by the Council as a single item.~~
- ~~C. There shall be no debate or discussion by any member of the Council regarding any item on the consent calendar, beyond asking questions for simple clarification.~~
- ~~D. On objection by any member of the Council to inclusion of any item on the consent calendar, that item shall be removed from the consent calendar. Such objection may be recorded at any time prior to the taking of a vote on the motion to approve the consent calendar. All such items shall be considered individually, in the order in which they were objected to, immediately following consideration of the consent calendar.~~

Created: 2025-01-07 14:18:14 [EST]

(Supp. No. 6)

~~E. Approval of the motion to approve the consent calendar shall be fully equivalent to approval, adoption or enactment of each motion, resolution, ordinance, or other item of business thereon, exactly as if each had been acted upon individually. Approval of the motion must be by roll call vote.~~

~~F. The City Clerk shall record in the Council minutes each item passed under the consent calendar individually and in full or, if possible, separately.~~

~~(Ord. 592 §§ 1, 2, 3, 4, 5, 6, 1992)~~

CHAPTER 1.20 OFFICIAL NEWSPAPER

1.20.010 Designated.

- A. This chapter is adopted to designate the official newspaper for the City of Ketchum, Idaho, as required by Idaho Code section 50-213.
- B. The "Idaho Mountain Express", as a newspaper which meets the requirements of Idaho Code section 60-106 et seq., shall be and the same is designated as the official newspaper for the City of Ketchum, Idaho.

(Ord. 475 §§ 1, 2, 1988)

CHAPTER 1.24 PRECINCTS

Commented [LE2]: Delete. Governed by County.

~~1.24.010 Designated.~~

~~The City has designated one election precinct for the purpose of election of City officials and all general and special elections, the election precinct being the same as the City limits of the City.~~

~~(Ord. 620 § 1, 1993)~~

CHAPTER 1.28 COMPREHENSIVE PLAN

Commented [LE3]: Delete. Referenced in Chapters 16 and 17 of city code.

~~1.28.010 Comprehensive plan and land use map adopted.~~

- ~~A. That certain comprehensive plan and land use map for the City of Ketchum, Idaho, entitled "the Ketchum comprehensive plan" dated April 8, 1983, is adopted.~~
- ~~B. Adoption of the comprehensive plan and land use map is done by reference, in the manner authorized by Idaho Code sections 67-6509 and 50-901. At least three copies of the plan and map are on file with the office of the Ketchum City Clerk in the Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho, and are available for public inspection.~~

~~(Ord. 372 §§ 1, 2, 1983)~~

CHAPTER 1.32 RIGHT OF ENTRY

Created: 2025-01-07 14:18:14 [EST]

(Supp. No. 6)

1.32.010 Entry to any building or premises.

Whenever any officer or employee of the City is authorized to enter any building or premises for the purpose of making an inspection to enforce any ordinance, the officer or employee may enter such building or premises at all reasonable times to inspect the same pursuant to section 1.32.020 of this chapter, except in emergency situations, or when consent of the person having charge or control of such building or premises has been otherwise obtained.

(Ord. 780 § 1, 1999)

1.32.020 Presentation of proper credentials.

If the building or premises to be inspected is occupied, the authorized officer or employee shall first present proper credentials and demand entry. If such building or premises is unoccupied, the officer or employee shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and demand entry. If consent to such entry is not given, the authorized officer or employee shall have recourse to every remedy provided by law to secure entry.

(Ord. 780 § 2, 1999)

1.32.030 Controlling over other ordinances.

This chapter shall be controlling over any other ordinance or part of an ordinance on the same subject, whether heretofore or hereafter adopted, unless such ordinance or part of an ordinance provides differently by an express reference to this chapter. Notwithstanding any other ordinance of the City, it shall not be a violation of this chapter to refuse or fail to consent to an entry for inspection.

(Ord. 780 § 3, 1999)

CHAPTER 1.36 GENERAL PENALTY

1.36.010 General penalty.

Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the ordinances of the City shall be guilty of an infraction unless the violation is made a misdemeanor by ordinance.

(Ord. 779 § 1, 1999)

1.36.020 Penalties, Fines and Fees ~~Misdemeanor penalty and fine.~~

~~Unless otherwise specified in this code, all penalties, fines, and administrative fees shall be established by resolution of the City Council. The current schedule of such fees and penalties is contained in the City's adopted fee resolution, as amended from time to time. Except in cases where a different punishment is prescribed by section 1.36.030 of this chapter or any ordinance of the City, any person convicted of a misdemeanor for violation of an ordinance of the City is punishable by a fine of not more than \$300.00 or by imprisonment not to exceed six months, or by both such fine and imprisonment.~~

~~(Ord. 779 § 2, 1999)~~

Commented [LE4]: Delete and added reference to fee schedule rather than listing individual fees throughout code.

Formatted: Paragraph 1

~~1.36.030. Fines within federal mandated program.~~

~~In the event the City is participating in a federally mandated program wherein penalties or enforcement remedies are required by the terms of participation in the program, the City may enforce such requirements by ordinance to include a criminal or civil monetary penalty not to exceed \$1,000.00, or imprisonment for criminal offenses not to exceed six months. The City may include both a fine and imprisonment for such criminal offenses.~~

~~(Ord. 779 § 3, 1999)~~

~~1.36.040 Infraction penalty and fine.~~

~~Any person convicted of an infraction for violation of an ordinance of the City is punishable by a penalty of not more than \$100.00.~~

~~(Ord. 779 § 4, 1999)~~

~~1.36.050 Separate offense.~~

~~Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of the City is committed, continued or permitted by any such person, and such person shall be punishable accordingly.~~

~~(Ord. 779 § 5, 1999)~~

Formatted: Paragraph 1

Formatted: Paragraph 1

Formatted: Paragraph 1

TITLE 2 ADMINISTRATION AND PERSONNEL

CHAPTER 2.01 MAYOR AND CITY COUNCIL

2.01.010 Mayor.

The Mayor, as the City's Chief Executive Officer, shall:

1. Provide leadership in implementing the City's mission, ensuring the faithful execution of laws, ordinances, and policies, and advancing community values and quality of life.
2. Recommend policies, programs, and legislation to the City Council, and exercise any statutory or charter authority, including the power to approve or veto ordinances as provided by law.
3. Represent the City in intergovernmental, community, and public affairs, and serve as the primary spokesperson for City government.
4. And as other specific duties as outlined in State law.

2.01.020 City Council.

The City Council, consisting of 4 members in non-designated seat, as the legislative body of the City, shall:

1. Establish policies, adopt ordinances and resolutions, approve the annual budget, and provide for the prudent use of City resources to advance the community's values and quality of life.
2. Represent the interests of residents by setting strategic goals, reviewing and evaluating City programs and services, and ensuring accountability in municipal operations.
3. Act collectively to direct the City's affairs, working with the Mayor and staff to implement policies and programs in compliance with applicable laws.
4. And as other specific duties as outlined in State law.

2.01.030 City Council Meetings.

1. *Parliamentary Procedures*: City Council meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised, as a guide for orderly procedure, except where superseded by state law, City code, or adopted Council rules, following the basic principles:
 - a. Agenda Items – Each meeting shall have the following components:
 - 1) Consent calendar
 - 2) Public hearings
 - 3) New business
 - 4) Executive session

Commented [LE1]: New chapter.

Formatted: Font: 10 pt, Not Bold

Formatted: Block 1, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.31" + Indent at: 0.56"

Formatted: Font: Italic

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Indent: Left: 1"

Formatted: Indent: Left: 1", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.81" + Indent at: 1.06"

- b. Orderly Conduct – Only one person speaks at a time; remarks are addressed to the presiding officer.
- c. Motions – A proposal for Council action; requires a second before debate.
- d. Debate – Members may discuss the motion, with the presiding officer ensuring fair opportunity for all to speak.
- e. Voting – Actions are decided by majority vote unless otherwise required by law.
- f. Records – All actions taken are recorded in the official minutes.

2. Quorum: Pursuant to Idaho Code § 50-705, a quorum shall consist of a majority of the duly elected members of the Council; the minimum number of City Council members who must be present to conduct official business. No ordinance, resolution, or motion shall be passed without the concurrence of at least a majority of the full Council. No action may be taken without a quorum present, except to adjourn or recess a meeting.

3. Regular Meetings: The regular meetings of the City Council of the City of Ketchum, Idaho, shall be held on the first and third Mondays of each month at the hour of 4:00 p.m. in Ketchum City Hall, ~~commencing on January 7, 2019~~. Council shall adopt an resolution annually designating meeting dates and times, which will be posted on the city website
(Ord. 739 § 1, 1999; Ord. 870 § 1, 2001)

4. Special Meetings: Special meetings of the City Council may be called at any time by the Mayor alone or by a majority of members of the Council. The call for all special meetings shall state the object and purposes of such meetings, and no other business shall be transacted at such meetings.

2.01.040 Special ordinances and resolutions.

~~All ordinances of a special or limited nature and all resolutions in the nature of ordinances and orders to enter into contracts shall be presented in writing to the City Council by a member. Such orders, resolutions or ordinances may be disposed of on one reading, or otherwise as the City Council may determine. On the final passage of any such ordinance, resolution or order, the yeas and nays shall be called and recorded, and the concurrence of a majority of the whole number of the City Council shall be necessary to pass the same.~~
(Ord. 21 § 8, 1956; 2000 Code)

2.01.050 Rules on special ordinances and resolutions.

~~Ordinances of a special or limited nature, resolutions and orders to enter into contracts shall be entered in full upon the minutes of the proceedings of the City Council but, unless otherwise directed by the City Council, shall not be entered in the book of ordinances, and shall not be published unless so required by the City Council or unless publication is required by law.~~
(Ord. 21 § 9, 1956; 2000 Code)

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Font: Italic

Formatted: History Note, Indent: Left: 0", First line: 0.5"

Formatted: Font: Italic

Formatted: Indent: Left: 0.33", Hanging: 0.17"

Commented [LE2]: DELETE - Governed by State Code

Formatted: Indent: Left: 0.33", Hanging: 0.23"

TITLE 2 - ADMINISTRATION AND PERSONNEL
CHAPTER 2.04 CITY COUNCIL MEETINGS

2.01.070 Reconsideration and Appeals.

1. Reconsideration

- a. Any applicant or affected person seeking judicial review of the City Council's final decision must first file a written request for reconsideration with the City Council within fourteen (14) days of the decision, specifying the deficiencies in the decision for which reconsideration is sought.
- b. The Council may reconsider only on one or more of the following grounds:
 - 1) Clerical error,
 - 2) Fraud or mistake,
 - 3) New evidence or changed circumstances,
 - 4) Procedural error,
 - 5) A tie vote in the initial decision, or
 - 6) Violation of substantive law.
- c. At its next regular meeting, the Council shall consider whether to grant reconsideration. If granted, a hearing limited to the specified deficiencies shall be scheduled and conducted in accordance with public notice requirements.
- d. Within sixty (60) days following receipt of the request, the Council shall issue a written decision to affirm, reverse, or modify, in whole or in part, the original decision. If the Council does not act within that time, the reconsideration request is deemed denied.

Formatted: Indent: Left: 0.81", No bullets or numbering

2. Appeal

- a. If the Council issues a final decision – either initially or following reconsideration – an affected person may seek judicial review in the district court, as provided by Chapter 52, Title 67, Idaho Code, within twenty-eight (28) days after all local remedies have been exhausted.
- b. Upon receipt of a judicial review petition, the City shall prepare and provide the administrative record in accordance with Idaho law.
- c. Any actions or determinations not expressly listed in this section as appealable to the City Council shall be subject to the reconsideration or appeal procedures outlined within the corresponding chapters of this code.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.31" + Indent at: 0.56"

2.01.080 Compensation.

In accordance with Idaho Code title 50, compensation for the Mayor and City Council members shall be fixed by ordinance at least seventy-five (75) days prior to any general City election. Annual salaries are effective January 1 of the following year.

Commencing January 1, 2008, the compensation of the Mayor and of the members of the City Council shall be as follows:

1. The Mayor shall receive a monthly salary in the sum of \$3,000.00. Furthermore, beginning January 1, 2009, and continuing each January thereafter, the Mayor shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. The Mayor shall also receive

Commented [LE3]: New section.

Commented [LE4]: Moved from 2.20. No changes.

TITLE 2 - ADMINISTRATION AND PERSONNEL
CHAPTER 2.04 CITY COUNCIL MEETINGS

health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. The Mayor shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by the Mayor, a monthly payment shall be made compensating the Mayor for benefits in an amount not to exceed the value of the benefits; and

2. Each member of the Council shall receive a monthly salary in the sum of \$1,666.67. Furthermore, beginning January 1, 2009, and continuing each January thereafter, each member of the Council shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by a member of the Council, a monthly payment shall be made compensating such member of the Council for benefits in an amount not to exceed the value of the benefits.

3. No other compensation shall be afforded to the Mayor or Council Members.

(Ord. 1023 § 1, 2007)

CHAPTER 2.02 APPOINTED OFFICERS

2.02.010 Appointment of Officers.

The Mayor, with the consent of the Council, shall appoint the City Administrator, City Clerk, City Treasurer and City Attorney. Appointed officers may be removed from office either by the mayor and two council members, or only by three members of council.

2.02.020 Officer Duties.

1. City Administrator
 - a. Oversee day-to-day city operations consistent with Council policies and the Mayor's direction,
 - b. Supervise department heads and support effective interdepartmental coordination,
 - c. Assist in preparing the annual budget and advise on financial and operational matters,
 - d. Provide administrative support to the City Council, including attendance at meetings and preparation of reports,
 - e. Act as point of contact for residents, businesses, other governmental agencies, and the community, and
 - f. Perform additional duties as assigned by the Mayor or City Council.
2. City Clerk
 - a. Keep the official records of the City, including ordinances, resolutions, minutes, and contracts,
 - b. Maintain the City seal and attest official documents,

Formatted: Indent: Left: 0.33", Hanging: 0.23"

Formatted: Indent: First line: 0"

Commented [LE5]: New chapter.

TITLE 2 - ADMINISTRATION AND PERSONNEL
CHAPTER 2.04 CITY COUNCIL MEETINGS

- c. Administer oaths of office when required by law.
- d. Act as custodian of public records and manage requests under Idaho Law.
- e. Issue licenses and permits as authorized by ordinance, and
- f. Perform such other duties as may be required by law, ordinance, or direction of the Mayor and Council.

3. City Treasurer

- a. Collect, receive and safely keep all city funds.
- b. Deposit city funds in approved depositories.
- c. Keep accurate records of all receipts and disbursements.
- d. Disburse funds only upon proper authorization and warrant.
- e. Provide regular financial reports to the Mayor and Council.
- f. Assist with budget preparation and monitoring of city finances, and
- g. Perform other duties as prescribed by law or directed by the Mayor and Council.

4. City Attorney

- a. Act as legal advisor to the Mayor, Council, and city departments.
- b. Draft ordinances, resolutions, contracts, and other legal documents.
- c. Represent the City in civil proceedings and prosecute ordinance violations as directed.
- d. Provide legal opinions and guidance to the Mayor, Council, and staff.
- e. Attend Council meetings when requested by the Mayor or Council, and
- f. Perform such other duties as may be required by law, ordinance, or direction of the Mayor and Council.

CHAPTER 2.03 DEPARTMENTS

2.03.010 Establishment of Departments.

The City Council may, by ordinance or resolution, create, consolidate, or dissolve departments as necessary for the efficient administration of City affairs. The administrative service of the City shall be organized into the following departments:

- 1. Administration
- 2. Community Engagement
- 3. City Clerk
- 4. Finance
- Fire
- 5. Housing

Formatted: Indent: Left: 0.56", Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.81" + Indent at: 1.06"

Formatted: Indent: Left: 0.56", Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.81" + Indent at: 1.06", Tab stops: 0.81", Left

Formatted: Indent: Left: 0.33", Hanging: 0.23"

Commented [LE6]: New chapter.

Formatted: Font: Not Bold

TITLE 2 - ADMINISTRATION AND PERSONNEL
CHAPTER 2.04 CITY COUNCIL MEETINGS

6. Planning & Building

7. Police

8. Public Works

a. Facilities Division

b. Streets Division

c. Wastewater Division

d. Water Division

9. Recreation

2.03.020 Department Heads.

Each department shall be directed by a department head who shall be appointed by the City Administrator in consultation with the mayor, except appointed officers requiring City Council confirmation. Department heads shall be responsible for the administration and operation of their departments, including:

1. Implementing City policies and ordinances within their areas of responsibility,
2. Managing staff, budgets, and resources assigned to the department,
3. Advising the Mayor and Council on departmental matters,
4. Coordinating with other departments, boards, and commissions to further the City's goals, and
5. Performing other duties as may be assigned by the Mayor or City Administrator.

CHAPTER 2.04 CODE OF ETHICS

2.04.010 Purpose.

The purpose of this chapter is to promote public confidence in the integrity of city government by establishing clear ethical standards for city officials, employees, and contractors. These standards are intended to supplement, not replace, the requirements of Idaho Code Title 74, Chapter 4, "Ethics in Government."

2.04.020 Applicability.

This chapter applies to all elected and appointed city officials, members of boards and commissions, city employees, and contractors acting on behalf of the City of Ketchum.

2.04.030 Conflicts of Interest.

1. Prohibited Conduct. No city official, employee, or contractor shall engage in any action, decision, or vote that may result in a direct or indirect financial benefit to themselves, their household members, or any business with which they are associated, when such benefit conflicts with the proper discharge of their official duties.
2. Disclosure Required. Any person covered by this chapter who has a potential conflict of interest shall disclose the nature of the conflict prior to participating in any discussion, decision, or action on the matter.

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.56" + Indent at: 0.81"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.31" + Indent at: 0.56"

Formatted: Block 1

Commented [LE7]: New chapter.

Formatted: Indent: First line: 0.31"

TITLE 2 - ADMINISTRATION AND PERSONNEL
CHAPTER 2.04 CITY COUNCIL MEETINGS

3. Recusal. Upon disclosure, the official or employee shall abstain from participation in the decision-making process when the conflict exists, unless otherwise permitted by Idaho Code.
4. Use of Position. No person shall use their position or city resources for personal gain, private advantage, or to benefit another in a manner inconsistent with public duties.

2.04.040 Gifts and Favors.

No city official, employee, or contractor shall solicit or accept any gift, favor, service, or item of value that could reasonably be perceived to influence, or appear to influence, the impartial performance of official duties. Acceptance of items of nominal value, such as promotional items, light refreshments, or awards of recognition customarily given in the ordinary course of civic or professional relationships, is permitted. Any gift or benefit received in connection with city service shall not exceed fifty dollars (\$50.00).

Formatted: No bullets or numbering

CHAPTER 2.04 CITY COUNCIL MEETINGS

Formatted: Block 1

Commented [LE8]: See new chapter 2.01.030.

2.04.010 Regular meetings.

The regular meetings of the City Council of the City of Ketchum, Idaho, shall be held on the first and third Mondays of each month at the hour of 5:30 p.m. in the City Hall of the City, to commence June 18, 2001.
(Ord. 739 § 1, 1999; Ord. 870 § 1, 2001)

2.04.020 Special meetings.

Special meetings of the City Council may be called at any time by the mayor alone or by two members of the Council.
(Ord. 739 § 2, 1999)

2.04.030 Notice for call of special meetings.

The call for all special meetings shall state the object and purposes of such meetings, and no other business shall be transacted at such meetings.
(Ord. 739 § 3, 1999)

Commented [LE9]: Delete. Governed by Idaho code.

CHAPTER 2.12 OATH OF OFFICE

2.12.010 Oath of office.

Each officer and employee of the City shall take and subscribe before some person authorized to administer oaths an oath substantially in the following form:

I do solemnly swear that I will support the Constitution of the United States of America and the Constitution and the Laws of the State of Idaho; that I will faithfully and impartially discharge the duties of the office of (or the position of) of the City of Ketchum, Idaho according to the best of my ability. So help me God!

(Ord. 23 § 1, 1956; 2000 Code)

2.12.020 Take oath and filing same before performance of duties.

The oath must be taken and subscribed by each officer and employee before he or she shall enter upon the performance of his or her duties, and the oath, after it is taken and subscribed, shall be filed with the City Clerk and kept as an official record of the City of Ketchum, Idaho.

(Ord. 23 § 2, 1956; 2000 Code)

Commented [LE10]: DELETE - Governed by Idaho Code

CHAPTER 2.16 BONDS

2.16.010 Bonds for officers and employees.

Before entering upon the performance of his or her duties, any employee of the city may be required by the City Council to enter into, execute and file with the City Clerk a good and sufficient bond signed also by a surety or sureties approved by the City Council and conditioned for the faithful and honest performance of the duties of the office or position he or she wants, and the delivery to the City of such money or property as shall come into his or her keeping, which bond shall be in such sum as may be fixed by the City Council and shall be made payable to the City of Ketchum, Idaho; provided, however, that an increase in the amount of any such bond may be required at any time by the City Council.

(Ord. 23 § 3, 1956)

Commented [LE11]: DELETE - Governed by Idaho Code

CHAPTER 2.20 OFFICERS' SALARIES

Commented [LE12]: Moved to 2.01.050. No changes.

2.20.010 Mayor and Council; compensation.

Commencing January 1, 2008, the compensation of the Mayor and of the members of the City Council shall be as follows:

- A. The Mayor shall receive a monthly salary in the sum of \$3,000.00. Furthermore, beginning January 1, 2009, and continuing each January thereafter, the Mayor shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. The Mayor shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. The Mayor shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by the Mayor, a monthly payment shall be made compensating the Mayor for benefits in an amount not to exceed the value of the benefits; and
- B. Each member of the Council shall receive a monthly salary in the sum of \$1,666.67. Furthermore, beginning January 1, 2009, and continuing each January thereafter, each member of the Council shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive health benefits, dental benefits,

Created: 2025-01-07 14:18:15 [EST]

(Supp. No. 6)

vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by a member of the Council, a monthly payment shall be made compensating such member of the Council for benefits in an amount not to exceed the value of the benefits.

C. ~~No other compensation shall be afforded to the Mayor or Council Members.~~

(Ord. 1023 § 1, 2007)

CHAPTER 2.24 PEACE OFFICER TRAINING

Commented [LE13]: Delete. Not relevant.

2.24.010 Peace officer training.

A. ~~The City of Ketchum, Idaho, declares that it desires to qualify to receive aid for police training from the Law Enforcement Planning Commission under Idaho Code section 19-5110; and~~

B. ~~Pursuant to Idaho Code section 19-5109, the City, while receiving aid from the Law Enforcement Planning Commission pursuant to such section, will adhere to the standards for employment and training established by the Idaho Peace Officer Standards and Training Advisory Council.~~

(Ord. 170 §§ 1, 2, 1971; Ord. 784 §§ 1, 2, 1999)

CHAPTER 2.28 ELECTIONS

Commented [LE14]: Delete. Governed by County.

2.28.010 Polling places.

~~The polls for all general and special elections shall be opened from 8:00 a.m. and remain open until all registered electors of that precinct have voted or until 8:00 p.m., whichever comes first.~~

(Ord. 590 § 1, 1992)

TITLE 3

~~REVENUE AND FINANCE~~ADMINISTRATION OF LOCAL OPTION TAX

~~CHAPTER 3.04 LOCAL IMPROVEMENT GUARANTEE FUND~~

Commented [LE1]: DELETE - City does not have this fund

~~3.04.010 Special fund created.~~

~~There is created in the City of Ketchum, County of Blaine, State of Idaho, a special fund known and designated as local improvement guarantee fund of the City of Ketchum, Idaho.~~

~~(Ord. 157 § 1, 1970)~~

~~3.04.020 Purpose.~~

~~The fund is created for the purpose of guaranteeing to the extent of the fund the payment of bonds or warrants, or both, and interest, hereafter issued in connection with any local improvement district in the City for the payment of improvements in the City.~~

~~(Ord. 157 § 2, 1970)~~

~~3.04.030 Annual levy.~~

~~In order to provide money for the fund and for the use and purposes of the fund, the Mayor and Council of the City shall levy an annual tax not to exceed two hundredths percent per year of the market value for assessment purposes on all of the taxable property in the City; provided, however, that the City may reduce the amount of the levy if the City appropriates from other proper sources, as may be determined by the City, a sum approximately equal in amount to the sum which it is estimated will be not collected but would have been collected except for the reduction of the levy; and provided further, that the total sum so levied and/or appropriated in any year shall not be more than sufficient to pay the outstanding warrants on the fund and to establish a balance in the fund, which combined levy and appropriations in any one year shall not exceed five percent of the outstanding obligations guaranteed by the fund; and provided further, that the City shall not levy any tax as provided in this section when the amount of monies in the local improvement guarantee fund equals ten percent of the total outstanding obligations to be guaranteed. The tax levies authorized in this section and collected shall be additional to and, if need be, in excess of, any and all statutory and charter limitations.~~

~~(Ord. 157 § 3, 1970; Ord. 783 § 1, 1999)~~

~~3.04.040 Method of payment.~~

~~Hereafter, when any bond, warrant or coupon drawn against local improvement fund is presented to the City for payment, and there is not a sufficient amount in the local improvement fund against which to draw to pay the same, unless otherwise requested by the holder, payment therefor shall be made by warrant drawn against the local improvement guarantee fund. Such warrants, when presented to the City Treasurer for payment, if not paid, shall be registered and shall draw interest at a rate not to exceed six percent per annum as may be fixed by the~~

City Council. Neither the holder nor the owner of any bond or warrant hereafter issued in any local improvement district shall have any claim therefor except for the payment from the special assessment made for the improvement for which the bond or warrant was issued and except against the local improvement guarantee fund provided by this chapter. The City shall not be liable to any holder or owner of the bond or warrant for any loss to the guarantee fund occurring in the lawful operation of the fund by the City.

{Ord. 157 § 4, 1970}

~~3.04.050 Subrogation of City.~~

Whenever there shall be paid out of the local improvement guarantee fund any sum on account of principal or interest of a local improvement bond or warrant, the City, as trustee for the fund, shall be subrogated to all of the rights of the holders or owners of the bonds or interest coupons or warrants so paid, and the policies or the assessment underlying the same, and all become part of the guarantee fund. There shall be paid into the guarantee fund any surplus remaining in any local improvement fund after the payment of all outstanding bonds or warrants payable out of such local improvement fund. Bonds or warrants guaranteed by such fund shall have no preference except in the order of presentation for payment.

{Ord. 157 § 5, 1970}

~~3.04.060 Delinquency certificates; redeeming property.~~

Hereafter, all monies derived from the assignment of delinquency certificates, redemption, sale of property under foreclosure for delinquent local improvement assessments or from the rent or sale of property, title to which has been obtained by the City pursuant to Idaho Code chapter 17 of title 50, and all other laws amendatory and supplemental thereto, shall be paid into the local improvement guarantee fund, and all delinquency certificates issued and such property acquired shall be held by the City for the benefit of such guarantee fund. Money from the guarantee fund may be used to redeem property subject to local improvement assessments from general tax delinquencies, underlying bonds or warrants guaranteed by the fund, or to purchase such property at county tax sales, or otherwise, from the county for the purpose of protecting the guarantee fund. After so acquiring title to real property, the City may lease or sell and convey the same for such price and on such terms as may be determined by the Council, and any provisions of law, charter or ordinance to the contrary notwithstanding, and all proceeds shall belong to and be paid into the guarantee fund; provided, however, that in any event the City purchases such property at a tax sale, or otherwise, it shall not be sold for a lesser sum than the City paid.

{Ord. 157 § 6, 1970}

~~3.04.070 Fund shortfalls.~~

Whenever there is not a sufficient amount of cash in such local improvement guarantee fund at any time to pay any and all warrants, together with interest, drawn against such fund, the City Council may replenish such local improvement guarantee fund by transferring or appropriating to it monies from the general fund of the City or other available sources, as may be determined by such Council, subject, however, to the limitations prescribed in this chapter. Warrants drawing interest as provided in this chapter may be issued against such local improvement guarantee fund to meet any financial liability against it, but at the time of making its next annual tax levy, the City shall provide for the levy of a sum sufficient with other resources of the guarantee fund to pay warrants so issued and outstanding, the tax for this purpose not to exceed one mill in any one year.

{Ord. 157 § 7, 1970}

3.04.080 Claims against City.

The holder or owner of any local improvement bond or warrant issued hereafter shall have no claim against the City, except to the extent of the funds created and received by assessments against the property within any local improvement district and to the extent of his or her pro rata share of the local improvement guarantee fund, authorized and issued under the provisions of this chapter.

(Ord. 157 § 8, 1970)

3.04.090 Excess funds.

If at any time the local improvement guarantee fund exceeds, in amount of monies held, ten percent of the total outstanding obligations guaranteed, then the City Council may, by ordinance, authorize the Treasurer or appropriate official of the City to return and pay such excess or any part to the general fund of the City, to return and pay such excess or any designated part all or any part of local improvement district bonds of the municipality then issued and outstanding or to be issued. The passage of such ordinance shall require the affirmative vote of at least three-fourths of the full Council.

(Ord. 157 § 9, 1970)

3.04.100 Termination of local improvement guarantee funds.

At such time, and not before, when all bonds and coupons of all local improvement districts in the City shall have been paid in full, the Mayor and Council may provide by ordinance that the amounts and all property rights in such local improvement guarantee fund shall revert to the general fund of the City of Ketchum, Idaho, and such local improvement guarantee fund shall terminate and be nonexistent.

(Ord. 157 § 10, 1970)

3.04.110 Bonds irrevocable.

After the bonds of any local improvement district for the City of Ketchum, Idaho, have been issued, this chapter shall constitute a contract by the City and holder or holders of such bonds and shall be and remain irrevocable until such bonds and the interest accruing shall have been fully paid, satisfied and discharged.

(Ord. 157 § 11, 1970)

CHAPTER 3.08 SALE OF UNCLAIMED PROPERTY

3.08.010 Unclaimed property.

A. ~~Deposit with Police Department; time constraints.~~ All lost or abandoned property found upon property belonging to the City shall be deposited with and transferred to the custodial possession of the Police Department. Further, any property that has been abandoned or impounded, which has come into possession or custody of the City Police Department or taken into its custody by legal process which, after due process, remains unclaimed, shall become the property of the City for a period of six months. Upon the expiration of six months, such property shall be subject to sale by the Police Department in accordance with the procedures set forth in this chapter.

Created: 2025-01-07 14:18:15 [EST]

(Supp. No. 6)

~~B. Exceptions. Bicycles need only be unclaimed or unredeemed by the owner for a minimum time of 90 days, and personal property with a fair market value of less than \$25.00 need only be unclaimed or unredeemed by the owner for a minimum time of 30 days before sale by the City Police Department.~~

~~(Ord. 818 § 1, 1999)~~

~~3.08.020 Notice of sale.~~

~~Before the sale of property which is subject to this chapter, notice must be given by posting a similar notice in three public places in the City where the sale is to take place for not less than five nor more than ten days before the date and time set for the sale or by publishing a copy at least one week, and not more than two consecutive weeks, in a newspaper published in the county. In the cases of perishable property or real property, the notice requirements pursuant to Idaho Code section 11-302 shall be followed. Whenever the City Police Department has knowledge of the name and address of the owner, a copy of the notice of sale shall be mailed to such owner, with postage prepaid, at least five days prior to the sale.~~

~~(Ord. 818 § 2, 1999)~~

~~3.08.030 Sale.~~

~~All sales of property under this chapter must be made at auction, to the highest bidder, between the hours of 9:00 a.m. and 5:00 p.m. When the sale is of personal property capable of manual delivery, it must be within view of those who attend the sale. In the case of real property, the procedures pursuant to Idaho Code section 11-304 shall be followed. Neither the officer holding the auction nor his or her deputy can become a purchaser or be interested in any purchase at such sale.~~

~~(Ord. 818 § 3, 1999)~~

~~3.08.040 Disposition of funds from sale.~~

~~The proceeds of such sale shall be applied first to all costs assessed or incurred against the personal property so sold including any storage charges as keepers' fee and expenses of sale incurred by the City Police Department. The balance of such proceeds, if any, shall be kept by the City Police Department in a separate fund for a period of one year from the date of sale. Any person claiming title to or ownership of such proceeds by reason of ownership shall make written application to the City Police Department. Upon satisfactory proof of such title or ownership furnished within one year, such proceeds shall be delivered to the claimant. If no claim is made before the expiration of one year from the receipt of the proceeds, the same shall be paid by the City Police Department to the City Clerk who shall credit the same to the general fund, and no claim for such proceeds shall be considered.~~

~~(Ord. 818 § 4, 1999)~~

~~3.08.050 Disposal of firearms.~~

~~Any firearms that shall come into possession of the City under this chapter and held for a minimum time period of six months shall be disposed of by any of the following methods:~~

- ~~A. Unusable or unsafe weapons may be scrapped by melting or other method of destruction.~~
- ~~B. Sale to an authorized firearm dealer by sealed or open bids.~~
- ~~C. Converted to public agency ownership for official law enforcement purposes.~~

~~(Ord. 818 § 5, 1999)~~

~~3.08.060 Public use of abandoned or unclaimed property.~~

~~Any property which is the subject of this chapter that has been held by the City for a minimum time period of six months may be put to a public use, rather than sold at public auction, provided:~~

- ~~A. An actual or appraised value is determined for each item.~~
- ~~B. Prior to such public use, the City Council must, by resolution, describe the property to be subject to public use, and specifically authorize the utilization of such property for such public use.~~
- ~~C. Procedures and records are maintained as to location, use and final disposition of each item.~~

~~(Ord. 818 § 6, 1999)~~

Commented [LE2]: DELETE - Governed by State code

CHAPTER 3.12 NONPROPERTY TAXES

3.12.010 Findings.

The City Council of the City finds that the City has a population not in excess of 10,000 according to the most recent census and is a City that derives the major portion of its economic well being from people catering to recreational needs and meeting needs of people traveling to the destination City for an extended period of time; that the City has a significant economic dependence upon visitors and travelers passing through or staying in the community and the City; and that the visitors and travelers require services of the City which place an undue burden upon the taxpayers of the City.

(Ord. 712 § 1, 1997)

3.12.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section:

Hotel-motel: Means and includes any business including hotels, motels, condominiums, tourist homes, and any other business which in the regular course of business rents or leases for occupancy temporary lodging to individuals with or without meals, except where residence is maintained continuously under terms of a lease or similar agreement for a period in excess of 30 days.

In the City of Ketchum: Within the municipal boundaries of the City of Ketchum, Blaine County, Idaho.

Liquor by the drink: Means and includes:

- A. Alcohol: The product of distillation of any fermented liquor, rectified either once or more often, whatever may be the origin, or synthetic ethyl alcohol.
- B. Spirits: Any beverage which contains alcohol obtained by distillation mixed with drinkable water and other substances in solution, including, among other things, brandy, rum, gin, and whiskey.
- C. Wine: Any alcohol beverage obtained by the fermentation of the natural sugar content of fruits (grapes, apples, etc.) or other agricultural products containing sugar (honey, milk, etc.).
- D. Beer: Any alcohol beverage obtained from the fermentation of sugar, barley, hops, malt, yeast and similar ingredients.

Created: 2025-01-07 14:18:15 [EST]

(Supp. No. 6)

- E. Other: Any liquid or solid, patented or not, containing alcohol, spirits, or wine and susceptible of being consumed by a human being, for beverage purposes.

Person: Means and includes any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, cooperative, assignee, or any other group or combination acting as a unit.

Purchase: Means and includes any transfer, rental, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration. A transaction whereby the possession of property is transferred but the seller retains the title as security for the payment of the price is a purchase. A transfer for a consideration of any publication or of tangible personal property which has been produced, fabricated or printed to the special order of the customer is also a purchase.

Retail sale or sale at retail: A sale of tangible personal property for any purpose other than resale of that property in the regular course of business, or lease or rental of that property in the regular course of business, where such rental or lease is taxable under Idaho Code section 63-3612(h).

- A. All persons engaged in constructing, altering, repairing or improving real estate, which includes construction of prefabricated buildings as defined in Idaho Code section 63-3606A, are consumers of the material used by them; all sales to or use by such persons of tangible personal property are taxable whether or not such persons intend resale of the improved property.
- B. The delivery in this state of tangible personal property by an owner or former owner or by a factor, or agent of such owner, former owner or factor, if the delivery is to a consumer or person for redelivery to a consumer, pursuant to a retail sale made by a retailer not engaged in business in this state, is a retail sale in this state by the person making the delivery. He or she shall include the retail selling price of the property in his or her total sales subject to tax under this chapter.
- C. For the purposes of this chapter as enacted, the sale or purchase of a prefabricated building is deemed a sale or purchase of real property and not a sale or purchase of tangible personal property.

Retailer: Means and includes:

- A. Every seller who makes any retail sale or sales of tangible personal property and every person engaged in the business of making retail sales at auction of tangible personal property owned by the person or others.
- B. Every person engaged in the business of making sales for storage, use, or other consumption or in the business of making sales at auction of tangible personal property owned by the person or others for storage, use, or other consumption.
- C. Every person making more than two retail sales of tangible personal property during any 12-month period, including sales made in the capacity of assignee for the benefit of creditors, or receiver or trustee in bankruptcy, or every person making fewer sales who holds himself or herself out as engaging in the business of selling such tangible personal property at retail.
- D. When the City Clerk/Treasurer determines that it is necessary for the efficient administration of this chapter to regard any salespeople, representatives, peddlers or canvassers as agents of the dealers, distributors, supervisors or employers under whom they operate or from whom they obtain the tangible personal property sold by them, irrespective of whether they are making sales on their own behalf or on behalf of such dealers, distributors, supervisors or employers, the City Clerk/Treasurer may so regard them and may regard the dealers, distributors, supervisors or employers as retailers for the purpose of this chapter.
- E. Persons conducting both contracting and retailing activities. Such persons must keep separate accounts for the retail portion of their business and pay tax in the usual fashion on this portion.

Commented [LE3]: Changed all references from City Clerk/Treasurer to City Treasurer.

Room occupancy charge: Means and includes the total amount charged for the rental use or temporary occupancy of a room or living unit, valued in money, whether paid in money or otherwise, without any deduction.

Sale:

- A. Means and includes any transfer of title, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration and shall include any transfer of possession through incorporation or any other artifice found by the state tax commission to be in lieu of, or equivalent to, a transfer of title, an exchange or barter.
- B. Sale also includes:
 - 1. Producing, fabricating, processing, printing or imprinting of tangible personal property for a consideration for consumers who furnish either directly or indirectly the materials used in the producing, fabricating, processing, printing or imprinting;
 - 2. Furnishing, preparing or serving for a consideration food, meals or drinks;
 - 3. A transaction where the possession of property is transferred but the seller retains the title as security for the payment of the price;
 - 4. A transfer for a consideration of the title or possession of tangible personal property which has been produced, fabricated or printed to the special order of the customer, or of any publication;
 - 5. Admission charges;
 - 6. Receipts from the use of or the privilege of using tangible personal property or other facilities for recreational purposes;
 - 7. Providing hotel, motel, condominium, tourist home or trailer court accommodations and services, except where residence is maintained continuously under the terms of a lease or similar agreement for a period in excess of 30 days.

Sale of liquor by the drink: Means and includes the sale at retail of liquor by the drink for consumption on the premises, and includes any transfer of money, title, exchange, barter or credit, conditional or otherwise, in any manner or by any means whatsoever as consideration.

Sales price:

- A. Means and includes the total amount for which tangible personal property, including services agreed to be rendered as a part of the sale, is sold, rented or leased, valued in money, whether paid in money or otherwise, without any deduction on account of any of the following:
 - 1. The cost of the property sold. However, in accordance with such rules and regulations as the state tax commission may prescribe, a deduction may be taken if the retailer has purchased property for some purpose other than resale or rental, has reimbursed his or her vendor for tax which the vendor is required to pay to the state or has paid the use tax with respect to the property, and has resold or rented the property prior to making any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business. If such a deduction is taken by the retailer, no refund or credit will be allowed to his or her vendor with respect to the sale of the property.
 - 2. The cost of materials used, labor or service cost, losses, or any other expense.
 - 3. The cost of transportation of the property prior to its sale.
- B. The term "sales price" does not include any of the following:
 - 1. Discounts allowed and taken on sales, but only to the extent that such discounts represent price adjustments as opposed to cash discounts offered only as an inducement for prompt payment.

Created: 2025-01-07 14:18:15 [EST]

(Supp. No. 6)

2. Any sums allowed on merchandise accepted in part payment of other merchandise.
3. The amount charged for property returned by customers when the amount charged therefor is refunded either in cash or credit; but this exclusion shall not apply in any instance when the customer, in order to obtain the refund, is required to purchase other property at a price greater than the amount charged for the property that is returned.
4. The amount charged for labor or services rendered in installing or applying the property sold; provided, that the amount is stated separately, and such separate statement is not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.
5. The amount of any tax (not including, however, any manufacturers' or importers' excise tax) imposed by the United States upon or with respect to retail sales whether imposed upon the retailer or the consumer.
6. The amount charged for finance charges, carrying charges, service charges, time-price differential, or interest on deferred payment sales, provided such charges are not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.
7. Charges for transportation of tangible personal property after sale.

Sales tax act: The Idaho Sales Tax Act, Idaho Code section 63-3601 et seq., including subsequent amendments, which is adopted by reference.

Seller: Every person making sales at retail or retail sales to a buyer or consumer, whether as agent, broker or principal.

Tangible personal property: Personal property which may be seen, weighed, measured, felt or touched, or which is in any other manner perceptible to the senses.

Taxpayer: Any person subject to or liable for any taxes imposed by this chapter.

(Ord. 712 § 2, 1997)

3.12.030 Imposition and rate of certain nonproperty sales taxes.

The City imposes and shall collect certain nonproperty taxes, as follows:

- A. A municipal sales tax is imposed upon each sale at retail within the City of Ketchum, Idaho, at the rate of two percent of the sales price of all property subject to taxation under Idaho Code section 63-3601 et seq., Idaho Sales Tax Act, including subsequent amendments, except on the sale of "groceries" (defined in this section) and motor vehicles which are titled by the Idaho Department of Motor Vehicles. For the purpose of this chapter, "groceries" means any edible food or foodstuffs intended for human consumption, except:
 - (1) Alcoholic beverages;
 - (2) Tobacco; and
 - (3) Any food product which is prepared and sold for consumption at any "eating place" as defined in Idaho Code section 39-1702; or
 - (4) Any sandwiches and foods prepared and sold by retailer for immediate human consumption; or
 - (5) Any food product sold through a vending machine if the sales price is more than \$0.15;

- B. An additional one percent hotel-motel room occupancy sales tax on receipts from all short term rental (30 days or less) charges for hotel rooms, motel rooms, condominium units, tourist homes and the like;
- C. An additional one percent liquor by the drink sales tax on all sales at retail of liquor by the drink including liquor, beer, wine and all other alcoholic beverages, for consumption on the premises;
- D. When the sales price involves a fraction of a dollar, such nonproperty taxes shall be collected on that fractional portion of the price by adding the tax based upon a bracket system. The bracket system for the collection of the two percent nonproperty tax shall be as set forth in exhibit A¹, attached to the ordinance codified herein and made a part of this section by reference. The bracket system for the collection of the three percent nonproperty tax shall be as set forth in exhibit B², attached to the ordinance codified herein and made a part of this section. The retailer shall calculate the tax upon the entire amount of purchases of the consumer made at a particular time subject to this chapter, and not separately upon each item purchased. The retailer may retain any amount collected under such bracket system which is in excess of the amount of tax for which he or she is liable to the City during the period as compensation for the work of collecting such tax;

~~E. All monies collected and/or retained under the provisions of this chapter shall be held in trust for the City and for payment to the City Clerk in the manner and at the times provided in this chapter.~~

(Ord. 1108, 2013)

Commented [LE4]: City does not hold these funds in trust.

3.12.040 Duration of taxes.

The nonproperty sales taxes authorized and collected under this chapter are hereby imposed for a duration of 15 years from the effective date hereof, which provides for the collection of local option taxes through December 31, 2027.

The duration for the imposition and collection to raise the current rates an additional one percent for five years from the effective date of January 1, 2019.

(Ord. 1108, 2013; Ord. 1166, 2017)

3.12.050 Purposes for which the revenues derived from nonproperty taxes shall be used.

The nonproperty tax revenue derived from and collected under this chapter shall be used for the following purposes:

- A. Municipal transportation.
- B. Open space acquisition and recreation.
- C. Capital improvements: roads, water, sewer, parking, Ore Wagon Museum.
- D. Emergency services: police, fire, ambulance.
- E. City promotion, visitor information and special events.
- F. Property tax relief.
- G. Direct costs to collect and enforce the tax.

¹Editor's note(s)—Exhibits may be inspected at the Ketchum City ~~Clerk's-Treasurer's~~ Office.

²Editor's note(s)—Exhibits may be inspected at the Ketchum City ~~Clerk's-Treasurer's~~ Office.

H. Maintaining and increasing air service to Friedman Memorial Airport.

(Ord. 1108, 2013)

3.12.060 Creation of a property tax relief fund.

There is created in the Office of the City Clerk-Treasurer a fund to be designated as the municipal property tax relief fund. All monies collected under this chapter, and not otherwise budgeted by the City Council, shall be placed by the City Clerk-Treasurer into the municipal property tax relief fund. All monies collected and placed into the fund shall be used to replace City property taxes in the ensuing fiscal year.

(Ord. 1108, 2013)

3.12.070 Authorization for City Clerk-Treasurer to administer, regulate and collect nonproperty taxes.

The City Clerk-Treasurer of the City is authorized and empowered to administer, regulate and collect payment of all nonproperty taxes adopted and imposed by this chapter. The Clerk-Treasurer shall have all of the powers set forth in this chapter, together with those additional powers necessary and proper to carry out the provisions of this chapter.

(Ord. 712 § 7, 1997)

3.12.080 Permits required and issuance of permits.

- A. Every person desiring to engage in or conduct business of retail sales, and/or renting a hotel-motel room, and/or selling liquor by the drink within the City shall file with the City Clerk-Treasurer an application for a municipal nonproperty sales tax permit for each place of business. A separate permit is required for each place of business within the City. Every application for a permit shall be made upon a form prescribed by the City Clerk-Treasurer and shall set forth the name under which the applicant transacts or intends to transact business, the location of the business or places of businesses, and such other information as the City may require. The application shall be signed by the owner, if he or she is a natural person; or in the case of an association or partnership, by a member or partner; in the case of a corporation, by an executive officer or other person authorized by the corporation to sign the application.
- B. Upon filing an application meeting the requirements set out in subsection A of this section, the City Clerk-Treasurer shall issue to each applicant a permit for each place of business. A permit shall not be assignable, and shall be valid only for the person in whose name it is issued and for the transaction of business at the place designated. It shall at all times be conspicuously displayed at the location for which it was issued. Issuance of a permit may be subject to additional requirements as set forth in this chapter.
- C. On the face of the permit shall be fixed a municipal nonproperty tax number which shall be used by the applicant as an identifying number on all filing, payment and correspondence with regard to the nonproperty tax imposed under this chapter.

(Ord. 712 § 8, 1997)

3.12.090 Method for payment of taxes.

- A. The taxes imposed by this chapter shall be computed and paid for each calendar month. Such taxes are due and payable to the City Clerk-Treasurer on or before the twentieth day of the succeeding month. The amount

Created: 2025-01-07 14:18:15 [EST]

(Supp. No. 6)

of tax paid shall be computed on all sales subject to taxation under this chapter. Each person required to hold a municipal nonproperty sales tax permit and number shall file a municipal nonproperty sales tax return and a copy of his or her Idaho State Sales Tax return for the month at the same time taxes are paid to the City Clerk-Treasurer, unless such person has been permitted in writing by the Idaho State Tax Commission to file quarterly sales or use tax returns. Persons who have been permitted to file other than monthly returns shall notify the City Clerk-Treasurer in writing, and the City Clerk-Treasurer may require reporting of state tax returns over some other period.

- B. The first payment of taxes under this chapter shall be due and payable together on February 20, 1998, for that period beginning January 1, 1998, and ending January 31, 1998. Thereafter, all payments shall be made monthly.
- C. A municipal nonproperty sales tax return shall be filed each and every month by every person engaging in sales subject to taxation under this chapter regardless of whether or not any tax is due. Returns shall be signed by the person required to file the return or by a duly authorized agent.
- D. A valid sales tax exemption certificate issued by the Idaho State Tax Commission upon filing a copy with the City Clerk-Treasurer shall have the same effect to exempt the sale from the taxes imposed under this chapter as in the Idaho Sales Tax Act.

(Ord. 712 § 9, 1997)

3.12.100 Audits; deficiency determinations.

- A. The City Clerk-Treasurer may order an audit of any taxpayer under this chapter for the purpose of ascertaining the correctness or completeness of any return or payment.
- B. If any error or omission is discovered in such audits or in any other way, the City Clerk-Treasurer may compute and determine the amount of tax due upon the basis of facts obtained from such information within the Clerk's-Treasurer's possession and assert a deficiency. One or more deficiency determinations may be made for the amount due for one or for more than one period. In making such a determination, the City Clerk-Treasurer may offset overpayments against amounts due. Further, such determinations shall be made for the period or periods in respect to which the person fails to make a return and shall be based upon any information which is in the City Clerk's-Treasurer's possession.
- C. The City Clerk-Treasurer shall give written notice of said Clerk's-Treasurer's determination and the amount of deficiency, including interest, at the rate of 12 percent per annum from the date due, to the person from whom such deficiency amount is due. Such notice may be given personally or mailed to the person at the address furnished to the City Clerk-Treasurer in the nonproperty tax permit application.

(Ord. 712 § 10, 1997)

3.12.110 Redetermination of deficiency.

- A. Any person against whom a deficiency determination is made under this chapter, or any person directly interested, may petition in writing for a redetermination within 30 days after service upon the person of notice of deficiency. If the petition for redetermination is not filed within the 30-day period, the determination becomes final at the expiration of the period.
- B. If a petition for redetermination is filed within the 30-day period, the City Clerk-Treasurer shall reconsider the determination and, if the person so requests in the petition, grant the person an oral hearing and give such person ten days' notice of the time and place of the hearing personally or by mail addressed to the person at the address furnished to the City Clerk-Treasurer in such person's application for a nonproperty tax permit.

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

(Ord. 712 § 11, 1997)

3.12.120 Appeals; interest on deficiency.

- A. When a redetermination is made, the City Clerk-Treasurer shall give notice to the taxpayer against whom the redetermination is made. Within 30 days of the date upon which such notice of redetermination is mailed or served, the taxpayer may file an appeal with the City Council or may file a complaint with the district court for review of the City Clerk's-Treasurer's redetermination. There shall be no right of review to the City Council nor to the district court on the determination of taxes due made by the City Clerk-Treasurer unless a redetermination has been timely filed. No assessment of a deficiency in respect to the tax imposed by this chapter or proceeding to collect for its collection shall be made, begun or prosecuted until such notice has been mailed to the taxpayer and expiration of such 30-day period after notice of redetermination, nor if a protest is filed until a decision on the protest becomes final. If the taxpayer does not protest to the City Council or file an action in district court within the time prescribed in this section, the deficiency shall be assessed and shall become due and payable upon notice and demand from the City Clerk-Treasurer.
- B. Interest upon any deficiency shall be assessed at the same time as the deficiency and shall become due and payable upon notice and demand from the City Clerk-Treasurer and shall be collected as part of the tax at the rate of 12 percent per annum from the date prescribed for payment of the tax.

(Ord. 712 § 12, 1997)

3.12.130 Collections and enforcement.

As soon as practical after monthly municipal nonproperty sales tax return and payment is filed, the City Clerk-Treasurer shall examine the same and determine the correct amount of the tax. For the purpose of ascertaining the correctness of any payment determining the amount of tax due where none has been made, determining liability of any person for any tax payable under this chapter, or the liability at law or in equity of any person in respect to any tax provided by this chapter or collecting any such liability, the City Clerk-Treasurer, or duly authorized deputy, is authorized: a) to examine the books, papers, records, or other data which may be relevant or material to the inquiry; b) to summon the person liable for the tax or any officer, agent or employee of such person, or any person having possession, custody or care of books of accounting containing entries relating to the business of the person liable for the tax, to appear before the City Clerk-Treasurer, or deputy, at a time and place named in the Clerk's-Treasurer's summons to produce such books, papers, records or other data and/or give such testimony under oath as may be relevant or material to such inquiry.

(Ord. 712 § 13, 1997)

3.12.140 Refunds; limitations and interest.

- A. If the City Clerk-Treasurer determines that any amount due under this chapter has been paid more than once or has been erroneously or illegally collected or computed, the City Clerk-Treasurer shall set forth that fact in the Clerk's-Treasurer's records, and the excess amount paid or collected may be credited on any amount due or payable to the City Clerk-Treasurer for nonproperty taxes from that person, and any balance refunded to the person by whom it was paid or to his or her successors, administrators or executors.
- B. No such credit or refund shall be allowed or made after one year from the time the payment was made unless, before the expiration of such period, a claim is filed by the taxpayer.
- C. Interest shall be allowed on the amount of such credits or refunds at the rate of 12 percent per annum from the date which such tax was paid.

(Supp. No. 6)

Created: 2025-01-07 14:18:16 [EST]

- D. Appeal from the City ~~Clerk's-Treasurer~~ decision denying in part or in whole a claim for refund shall be made in accordance with the laws of the state with regard to claims against municipalities.

(Ord. 712 § 14, 1997)

3.12.150 Responsibility for payment of taxes.

Every person with a duty to account for or pay over any tax imposed by this chapter on behalf of a corporation, as an officer employee of the corporation, or on behalf of a partnership, as a member employee of the partnership, shall be personally liable for payment of such tax, plus penalties and interest.

(Ord. 712 § 15, 1997)

3.12.160 Period of limitation upon assessment and collection.

- A. The amount of taxes imposed under this chapter shall be assessed within three years of the time the return upon which the tax asserted to be due was or should have been filed, whichever is later; provided, however, if a deficiency determination or assessment has been made within the prescribed time, such tax may be collected within a period of six years after assessment. The running of limitations provided by this section shall be suspended for the period during which the City ~~Clerk-Treasurer~~ is prohibited from making the assessment or from collecting or proceeding in court due to a petition for redetermination or an appeal therefrom, and for 30 days thereafter.
- B. In the case of taxes due during the lifetime of a decedent, the tax shall be assessed, and any proceeding in court without assessment for the collection of such tax shall be begun, within six months after written request therefor (filed after the return is made) by the executor, administrator, or other fiduciary representing the estate of such decedent unless the assessment is stayed by a petition for redetermination or any appeal therefrom.
- C. In the case of a false or fraudulent return with intent to evade tax, or of a failure to file a return, the tax may be assessed, or a proceeding in court for collection of such tax may be begun without assessment, at any time within three years after the date of the discovery of the facts constituting the fraud.

(Ord. 712 § 16, 1997)

3.12.170 Successors' liability.

- A. If a vendor liable for any amount of tax under this chapter sells out his or her business or stocks and goods, the vendee shall make an inquiry to the City ~~Clerk-Treasurer~~ and withhold from the purchase price any amount of tax that may be due under this chapter until such time as the vendor produces receipt stating that no amount is due.
- B. If the purchaser of business or stock of goods fails to withhold from the purchase price as above required, he or she is personally liable for the payment of the amount required to be withheld by him or her.

(Ord. 712 § 17, 1997)

3.12.180 General administration by City ~~Clerk~~Treasurer.

- A. The City ~~Clerk-Treasurer~~ shall enforce the provisions of this chapter and may prescribe, adopt and enforce rules and regulations relating to its administration and enforcement. The City ~~Clerk-Treasurer~~ may employ qualified auditors for examination of taxpayers' books and records, and shall also employ such accountants,

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

investigators, assistants, clerks, and other personnel as are necessary for the efficient administration of this chapter and may delegate authority to its representatives to conduct hearings or perform other duties imposed by this chapter.

- B. Taxpayers in the City shall keep such records, receipts, invoices, and other pertinent papers as the City Clerk Treasurer may require. Each such taxpayer who files tax payments required under this chapter shall keep all such records for not less than four years after making such payments unless the City Clerk Treasurer in writing authorizes their destruction.
- C. The City Clerk Treasurer, or any person authorized in writing by the Clerk Treasurer, may examine the books, papers, records and equipment of any taxpayer or any person liable for any tax, and may investigate the character of the business of the person in order to verify the accuracy of any return made, or if no return is made by the person, to ascertain and determine the amount required to be paid. Any taxpayer whose pertinent records are kept outside of the City must bring the records to the City for examination by the City Clerk Treasurer upon request of the latter or, by agreement with the City Clerk Treasurer, permit an auditor designated by the City Clerk Treasurer to visit the place where the records are kept, and there audit such records.

(Ord. 712 § 18, 1997)

3.12.190 Penalties.

- A. Any person who violates any provision of this chapter shall be guilty of a misdemeanor, punishable by up to one year in the county jail, and/or a \$300.00 fine, or both. Furthermore, each month in which a person fails to report, or intentionally fails to accurately compute, or intentionally fails to accurately disclose the total amount of sales or rentals or the amount of tax to be paid, as imposed under this chapter, shall be considered a separate offense.
- B. Any person who violates any provision of this chapter shall have his or her municipal nonproperty sales tax permit and tax number revoked. The City Clerk Treasurer shall send written notice of revocation of such permit and tax number to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten days from the date such notice is mailed to file a written request of appeal with the City Council, challenging such revocation. If no appeal is timely made, such revocation becomes final. Whenever a person subject to this chapter has had such permit and tax number revoked, the City Clerk Treasurer shall not reissue such permit nor issue a new permit to such person until such person places with the City Clerk Treasurer a bond or other sufficient security in the amount equal to three times the actual, determined or estimated average monthly amount of tax payable by such person pursuant to this chapter.
- C. The City Clerk Treasurer, whenever it is deemed necessary to ensure compliance with this chapter, may require any person subject to this chapter to place with it such security as it may determine. The amount of such security shall not be greater than three times the estimated average monthly amount payable by such person pursuant to this chapter. The amount of the security may be increased or decreased by the City Clerk Treasurer at any time, subject to the limitations set forth above.
- D. Any person who violates any provision of this chapter shall have all municipal nonproperty sales tax permits, municipal beer license(s) and wine license(s), and retail liquor by the drink license(s) revoked.
- E. Any amount of tax due under this chapter for which a person fails to report or accurately compute shall become a lien upon the property of such taxpayer on the date that the same becomes due, and the City may seek to enforce such lien and collect all taxes and interest due, together with the reasonable costs of collection, including attorney fees, in a court of competent jurisdiction.

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

- F. For the purposes of proper administration of this chapter, and to prevent evasion of such nonproperty sales taxes, the burden of proving that a sale or rental is not a sale under this chapter is upon the person who makes the sale or rental in question.

(Ord. 712 § 19, 1997)

3.12.200 Penalty charges.

- A. Any person who is required to collect and pay over any tax imposed by this chapter and fails or refuses to pay over to the City the same when due, in accordance with section 3.12.090 of this chapter, shall be liable and pay a penalty charge as provided in the City's adopted fee resolution, as amended from time to time, equal to five percent of the tax not paid, or a minimum of \$10.00, whichever is greater. The City ~~Clerk~~Treasurer shall assess and collect such fee at the time any delinquent tax payment is tendered. The permit holder shall have ten days from the date payment is made to file a written appeal with the City Council challenging such penalty determination. If no appeal is timely made as provided in this chapter, such penalty determination shall be final.
- B. Any person who is required to collect, truthfully account for, and pay over any tax imposed by this chapter and who willfully fails to collect such a tax or truthfully account for or pay over such a tax, or willfully attempts in any manner to evade or defeat such a tax or payment shall, in addition to other penalties provided by law, be liable to a penalty equal to the amount of the tax evaded, or not collected, or not accounted for or paid over. The City ~~Clerk~~Treasurer shall determine and assess such penalties, and the same shall become due and payable upon notice and demand from the City ~~Clerk~~Treasurer. The City ~~Clerk~~Treasurer shall send written notice of such penalty charge to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten days from the date such notice is mailed to file a written request of appeal with the City Council challenging such penalty charge determination. If no appeal is timely made as provided in this chapter, such penalty charge determination shall be final.

(Ord. 712 § 20, 1997)

3.12.210 Exemptions.

All transactions by the state, otherwise subject to imposition of such taxes, are exempt from the provisions of this chapter.

(Ord. 712 § 21, 1997)

3.12.220 Confidentiality of information.

- A. No City ~~Clerk~~Treasurer of the City of Ketchum, Blaine County, Idaho, nor any duly authorized deputy City ~~Clerk~~Treasurer, agent or employee shall divulge or make known to any persons, in any manner, any information whatsoever submitted or obtained, directly or indirectly, pursuant to this chapter, or to permit any nonproperty tax return or information supplied with regard to such return, or any copy, or any paper or book so obtained, to be seen or examined by any person except as provided by law; provided, that in any action or proceeding brought for the collection, remission, cancellation or refund of the whole or any part of a tax imposed under this chapter, or for enforcing the penalties prescribed for making false or fraudulent returns, any and all information contained in or provided with such returns may be made accessible to the elected and appointed officials, officers and representatives of the City charged with enforcing or defending the same. All such returns, information, statements and correspondence relating to such returns may be

(Supp. No. 6)

Created: 2025-01-07 14:18:16 [EST]

produced into evidence in any action, civil or criminal, directly pertaining to such returns or the tax imposed on the basis of such returns.

- B. The Ketchum City Council, under such rules and provisions as it may prescribe, may permit, notwithstanding the provisions of this chapter as to secrecy, the commissioner of internal revenue of the United States or his or her delegate or the proper officer of any state imposing a tax to inspect the nonproperty tax returns or information provided or obtained in connection with such returns, or may furnish to such officer, or his or her authorized agent, copies or an abstract.
- C. Nothing in this chapter shall prohibit a taxpayer, or authorized representative upon proper identification, from inspecting and copying his or her own nonproperty tax returns and information supplied with such returns.

(Ord. 712 § 22, 1997)

CHAPTER 3.15 WASTEWATER REVENUE BOND

Commented [LE5]: DELETE - All covered in bond policies

3.15.010 Definitions.

As used in this chapter, the following definitions shall apply unless a different meaning clearly appears from the context:

Acquisition or acquire includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, or grant from the Federal government, the State of Idaho, or any public body therein or any person, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

Adjusted net revenues means the net revenues, adjusted for purposes of section 3.15.140.C.2 as provided in section 3.15.140.E.

Annual debt service means in any fiscal year the amount of principal and interest required to be paid in that fiscal year on all outstanding bonds, adjusted as follows:

- A. Interest which is to be paid from proceeds of bonds shall be subtracted;
- B. Bonds which are subject to scheduled, noncontingent redemption/prepayment or tender shall be deemed to mature on the dates and in the amounts which are subject to mandatory redemption/prepayment or tender, and only the amount scheduled to be outstanding on the final maturity date shall be treated as maturing on that date;
- C. Interest subsidies shall be subtracted from the interest due on interest subsidy bonds as provided in section 3.15.150;
- D. Bonds which are subject to contingent redemption/prepayment or tender shall be treated as maturing on their stated maturity dates; and
- E. Each balloon payment shall be assumed to be paid according to its balloon debt service requirement.

Balloon debt service requirement means the committed debt service requirement for a balloon payment or, if the City has not entered into a firm commitment to sell bonds or other obligations to refund that balloon payment, the estimated debt service requirement for that balloon payment.

Balloon payment means any principal payment for a series of bonds which comprises more than 25 percent of the original principal amount of that series, but only if that principal payment is designated as a balloon payment in the closing documents for the series.

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

Base period means the alternative selected by the City from the following two options: (a) any 12 consecutive months selected by the City or qualified consultant out of the most recent 18 months preceding the delivery of a Series of parity bonds; or (b) the most recently completed fiscal year for which audited financial statements are available.

Beneficial owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any bonds (including persons holding bonds through nominees, depositories or other intermediaries).

Bonding authority means the authority to issue revenue bonds or other obligations hereunder in the aggregate par amount of up to \$14,000,000.00, as authorized by the November 8, 2022, bond election, plus such additional authority to issue revenue bonds in excess of \$14,000,000.00, as authorized by (i) subsequent bond elections and/or (ii) judicial confirmation under Idaho Code, Title 7, Chapter 13; and pursuant to the Act.

Bond fund means the "City of Ketchum Wastewater Revenue Bond Fund," which includes a debt service account, and subaccounts thereunder, for the purpose of paying the principal of and interest due on bonds, as applicable.

Bond register means the registration records maintained by a bond registrar setting forth the names and addresses of registered owners of a series of bonds, in compliance with Section 149 of the Code.

Bond registrar means the person or qualified entity appointed by the City pursuant to section 3.15.030 hereof and a series ordinance for the purposes of registering and authenticating bonds, maintaining the related bond register, effecting transfer of ownership of the bonds, and paying interest on and principal of the bonds.

Bond or bonds means the initial bonds and parity bonds of the City authorized and issued under this chapter and any series ordinance; provided, however, "bond" or "bonds" shall not include subordinate obligations.

Bond year means each one year period that ends on the date selected by the City. The first and last bond years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the bonds or the date that is five years after the date of issuance of the bonds, bond years shall end on each anniversary of the date of issue and on the final maturity date of the bonds.

City means the City of Ketchum, Blaine County, Idaho, a body politic and corporate duly organized and existing under and by virtue of the Constitution and laws of the State of Idaho.

City Administrator means the City Administrator of the City or their successor in function, if any.

City Clerk or Clerk means the ex officio City Clerk of the City, or other officer of the City who is the custodian of the records of the proceedings of the City, or their successor in function, if any.

City Treasurer means the Treasurer of the City, or their successor in function, if any.

Code means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

Committed debt service requirement means the schedule of principal and interest payments for a series of refunding bonds or other obligations which refund a balloon payment, as shown in the series ordinance and/or other documents evidencing the City's firm commitment to sell that series. A "firm commitment to sell" means a bond purchase agreement or similar document which obligates the City to sell, and obligates a purchaser to purchase, the series of refunding bonds or other obligations, subject only to the conditions which customarily are included in such documents.

Continuing disclosure agreement shall mean, with respect to each issue of bonds authorized hereunder and subject to Rule 15c2-12, the form of continuing disclosure undertaking by the issuer dated the date of issuance and delivery of the respective bonds, as originally executed and as may be amended from time to time in accordance with the terms hereof, if required by Rule 15c2-12.

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

~~Cost of acquisition and construction or any phrase of similar import, shall mean all or any part designated by the City of the costs of a project, or interest therein, which costs, at the option of the City, may include all or any part of the incidental costs pertaining to the acquisition of the project, including, without limitations:~~

- ~~A. Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the federal government, or from any other source, with approval of the City, or any combination thereof;~~
- ~~B. The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;~~
- ~~C. The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents of employees;~~
- ~~D. The costs of contingencies;~~
- ~~E. The costs of any discount on bonds and of any of the costs of issuance of bonds payable from original issue premium;~~
- ~~F. The costs of funding and short-term financing, revenue warrants, bond anticipation notes, or other temporary loans appertaining to the project, and of the incidental expenses incurred in connection with such loans;~~
- ~~G. The acquisition and construction costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and~~
- ~~H. All other expenses necessary or desirable and appertaining to the project, as estimated or otherwise ascertained by the City.~~

~~Council means the City Council of the City, as the same shall be duly and regularly constituted from time to time.~~

~~Debt service account means an account or subaccounts of that name in the bond fund out of which the principal of and interest on any bonds shall be paid.~~

~~Designated representative means the Mayor, the City Administrator or any City employee designated by them.~~

~~DTC means the Depository Trust Company of New York, as depository for the bonds, or any successor or substitute depository for the bonds.~~

~~Engineer means an independent licensed professional engineer (or firm of licensed professional engineers) selected by the City and experienced and skilled in the design, construction and operation of wastewater or sewer systems of comparable size and character to the wastewater system.~~

~~Estimated debt service requirement means the schedule of principal and interest payments for a hypothetical series of refunding bonds that refunds a balloon payment, that is prepared by City Administrator, City Treasurer, or their designee, and that meets the requirements of section 3.15.160.~~

~~Fiscal year means the year commencing October 1 and ending the following September 30, unless changed by the City.~~

~~Fitch means Fitch Ratings, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody's) designated by the City.~~

~~Initial bonds means the first series of revenue bonds or other obligations issued by the City under this chapter and a series ordinance.~~

~~*Interest subsidy bonds* means bonds for which the City is eligible to receive federal interest rate subsidies that are similar to the interest subsidies that were available for Build America Bonds.~~

~~*Letter of representations* means the blanket issuer letter of representations from the City to DTC authorized under section 3.15.030 of this chapter to be executed and filed with DTC.~~

~~*Master ordinance* means this Ordinance No. 1247 adopted by the Council on March 27, 2023.~~

~~*Maximum annual debt service* means, at the time of calculation, the maximum amount of annual debt service that will be payable in the current fiscal year or any future fiscal year on all bonds.~~

~~*Mayor* means the Mayor of the City, or any presiding officer or titular head of the City, or their successor in functions, if any.~~

~~*Moody's* means Moody's Investors Service, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the City.~~

~~*Net revenue(s)* means, for any period, the Revenue of the Wastewater System after the deduction of Operation and Maintenance Expenses.~~

~~*Operation and maintenance expenses* means all costs incurred by the City and properly treated as expenses of operating, maintaining, and repairing the wastewater system under generally accepted accounting principles, whether paid or accrued, or of levying, collecting and otherwise administering the revenue of the wastewater system for the payment of the bonds, but shall not include any payment for debt service or deposits into a reserve account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the wastewater system, and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:~~

- ~~A. Engineering, auditing, reporting, legal and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the wastewater system;~~
- ~~B. Fidelity bond and property and liability insurance premiums appertaining to the wastewater system, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;~~
- ~~C. Payments to pension, retirement, health, and hospitalization funds and other insurance related to the operation of the wastewater system;~~
- ~~D. Any taxes, assessments, excise taxes or other charges which may be lawfully imposed on the City, the wastewater system, revenues therefrom, or any privilege in connection with their operation;~~
- ~~E. The reasonable charges of the fiscal or paying agent, bond registrar, commercial bank, trust bank or other depository bank appertaining to bonds or appertaining to a project, if any;~~
- ~~F. Contractual services, professional services, salaries, other administrative expenses, the cost of materials, supplies, repairs and labor, appertaining to the issuance of bonds and to the wastewater system; and~~
- ~~G. All other administrative, general and commercial expenses.~~

~~However, operation and maintenance expenses do not include:~~

- ~~A. Any rebates or penalties paid from revenues under Section 148 of the Code;~~
- ~~B. Payments of judgments or fines against the City and payments for the settlement of litigation;~~
- ~~C. Depreciation and amortization of property values or losses, and other noncash expenses, including non-cash expenses related to pensions and postemployment benefits;~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

- ~~D. All amounts eligible to be treated for accounting purposes as payments for capital expenditures;~~
- ~~E. Interest and other debt service payments, paying agent fees, broker-dealer fees and similar charges for the maintenance of borrowings;~~
- ~~F. The expenses of owning, operating or maintaining any separate utility system;~~
- ~~G. Expenditures made from any liability insurance proceeds;~~
- ~~H. Expenditures made from any casualty insurance proceeds used to pay for costs of repairing or replacing portions of the wastewater system;~~
- ~~I. Expenditures made from grant funds, regardless of whether such grant funds are dedicated to a specific purpose or available for the general operation, maintenance and repair or replacement of the wastewater system;~~
- ~~J. Extraordinary, non-recurring expenses of the wastewater system; or~~
- ~~K. Expenditures allocable to any other funding source which does not constitute revenues of the wastewater system.~~

~~Ordinance means this chapter and, when applicable, this chapter and any series ordinance.~~

~~Outstanding, when used with reference to a bond or bonds, as of any particular date, means all bonds which have been issued, executed, authenticated and delivered by the City, except (i) bonds cancelled because of payment or redemption prior to their stated dates of maturity, and (ii) any bond (or portion thereof) for the payment or redemption of which there has been separately set aside and held funds for the payment thereof, and when used in reference to a bond or bonds issued as zero coupon or capital appreciation bonds, the assumed par amount outstanding of such bond or bonds shall be its purchase price, plus the accrued interest earned by the owner of such bond or bonds as of the date of calculation.~~

~~Owner means a registered owner of a bond.~~

~~Parity bonds means the initial bonds and any obligation that is secured by the net revenues on an equal basis with the initial bonds and issued in accordance with section 3.15.140.~~

~~Permitted investments means such investments as shall be legal investment for funds under Idaho Code, section 50-1013, or comparable statute as then in effect.~~

~~Private person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company, or corporation.~~

~~Project means the undertaking or undertakings of acquiring and constructing improvements to the wastewater system.~~

~~Project fund means any fund created pursuant to section 3.15.080 hereunder or under any series ordinance and any subaccount thereunder into which shall be deposited proceeds of bonds to finance a project and costs of issuance thereof.~~

~~Qualified consultant means an independent engineer, an independent auditor, an independent financial advisor, or similar independent professional consultant of recognized standing and having experience and expertise in the area for which such person or firm is retained by the City for purposes of performing activities specified in this chapter or any series ordinance.~~

~~Qualified insurance means any municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies) which insurance company or companies, as of the time of issuance of such policy or surety bond, are rated in one of the two highest rating categories by each rating agency rating such series of bonds.~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

Qualified letter of credit means any letter of credit issued by a financial institution for the account of the City, which institution maintains an office, agency, or branch in the United States and as of the time of issuance of such letter of credit is rated in one of the two highest rating categories by each rating agency rating such series of bonds.

Rate covenant means net revenues in each fiscal year at least equal to 125 percent of the annual debt service.

Rating agency means Moody's, S&P or Fitch.

Rebate fund means the fund so designated by the Council into which all excess earnings on funds and accounts held by the City hereunder to the extent required by any tax certificate of the City shall be deposited.

Record date, unless otherwise provided in a series ordinance, mean (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date; and, if not a business day of the bond registrar, the next preceding day that is a business day of the bond registrar, and (b) in the case of redemption, if applicable, such record date as shall be specified by the bond registrar in the notice of redemption; provided that such record date shall be not less than 15 calendar days before the mailing of such notice of redemption.

Refunding bonds means bonds issued hereunder to refund prior revenue bonds of the City on parity with the parity bonds used to finance and/or refinance improvements to the wastewater system.

Registered owner or registered owners mean the person or persons whose names and addresses shall appear on the bond register maintained by the bond registrar in accordance with the terms of this chapter and a series ordinance, as the owner or owners of a specific bond or bonds, for so long as any bonds are held in book-entry form, etc shall be deemed to be the sole registered owner.

Reserve account means the debt service reserve account in the bond fund, including any and all subaccounts thereunder created upon issuance of bonds under and as required by series ordinance.

Reserve account requirement means the required amount, if any, to be deposited by the City into a reserve account upon issuance of bonds pursuant to the respective series ordinance.

Revenue fund means the fund designated the "City of Ketchum Wastewater Revenue Fund," into which all the net revenues of the wastewater system is pledged to be deposited.

Revenue of the wastewater system or revenue(s) means all earnings, revenue and moneys received by the City from or on account of the operation of the wastewater system under generally accepted accounting principles, including income from investments of money in the bond fund or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. Revenues shall be increased by any withdrawals from the stabilization account as provided in section 3.15.060.C.2 of this chapter and shall be reduced by any deposits to the stabilization account as provided in section 3.15.060.C.1 of this chapter. However, the term "revenue of the wastewater system" or "revenue" shall not include:

- A. ~~The interest income or other earnings derived from the investment of any escrow fund established for the defeasance or refunding of outstanding indebtedness of the City;~~
- B. ~~Any gifts, grants, donations or other amounts received by the City from any state or federal agency or other person (i) if such amounts are restricted by law or the grantor to uses inconsistent with the payment of bonds or (ii) if such amounts are reimbursements of operation and maintenance expenses;~~
- C. ~~The proceeds of any borrowing;~~
- D. ~~The proceeds of any liability or other insurance (excluding business interruption insurance or other insurance of like nature insuring against the loss of revenues);~~

- ~~E. The proceeds of any casualty insurance which the City intends to utilize for repair or replacement of the wastewater system;~~
- ~~F. The proceeds derived from the sales of assets subject to the covenants in section 3.15.120.I of this chapter;~~
- ~~G. Any income, fees, charges, receipts, profits or other amounts derived by the City from its ownership or operation of any separate utility system;~~
- ~~H. Installment payments of City line and branch charges, connection fees, or local improvement district assessments that have been pledged as security for a borrowing other than a bond; or~~
- ~~I. Any federal interest subsidies the City receives for interest subsidy bonds.~~

~~Rule 15c2-12 means Rule 15c2-12, as amended, promulgated by the SEC under the Securities and Exchange Act of 1934, as the same may be amended from time to time.~~

~~S&P means S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC, its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, S&P shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the City.~~

~~SEC means the Securities and Exchange Commission.~~

~~Separate utility system means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired, or constructed by the City as provided in section 3.15.110.~~

~~Series refers to all bonds authorized by a single series ordinance and delivered in exchange for payment on the same date, regardless of variations in maturity, interest rate or other provisions, unless the closing documents for the series provide otherwise.~~

~~Series Ordinance means any ordinance adopted by the City supplementing this chapter to authorize the issuance of bonds under this chapter.~~

~~Stabilization account means the stabilization account established in the revenue fund pursuant to section 3.15.060.G.~~

~~Subordinate obligations means obligations having a lien on the net revenues which is subordinate to the lien of the bonds. On the date of this Master Ordinance [from which this chapter derived], the City has no borrowings outstanding with a subordinate lien on the net revenues.~~

~~Wastewater system means the wastewater or sewer system of the City, including the assets, real and personal, tangible and intangible, and as it may later be added to, extended and improved, and shall include buildings, structures, utilities or other income producing property from the operation of or in connection with which revenues for the payment of the bonds will be derived, and the lands appertaining thereto, including, without limitation, any project(s) to be acquired with the proceeds of bonds issued hereunder.~~

~~Tax certificate means any agreement or certificate of the City which the City may execute in order to establish and assure the tax exempt status of interest received on bonds.~~

~~Tax exempt bonds means any bonds, the interest on which, in the opinion of bond counsel delivered at the time of issuance thereof pursuant to a series ordinance, is excludable from gross income of the owners of such bonds for federal income tax purposes.~~

~~Tax maximum means, for any series of bonds for purposes of section 3.15.150.C of this chapter, the least of: the greatest amount of principal, interest and premium, if any, required to be paid in any fiscal year on such Series; 125 percent of average amount of principal, interest and premium, if any, required to be paid on such series during all fiscal years in which such series will be outstanding, calculated as of the date of issuance of such series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

Rules of interpretation. In this chapter, unless the context otherwise requires:

- A. ~~The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this chapter, refer to this chapter as a whole and not to any particular article, section, or subdivision;~~
- B. ~~Words importing the singular number shall mean and include the plural number and vice versa;~~
- C. ~~Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;~~
- D. ~~Any headings preceding the text of any sections of this chapter, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this chapter, nor shall they affect its meaning, construction or effect; and~~
- E. ~~All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.~~

(Ord. No. 1247, § 1, 3-27-2023)

~~3.15.020 Authorization of bonds; delegation authority.~~

~~In accordance with and subject to the terms, condition and limitations of the Act or other statutes authorizing bonds to be issued hereunder, the City is authorized to issue bonds pursuant to the terms and provisions hereof as supplemented by the terms and provisions of series ordinance(s) to provide for the specific terms and provisions thereof, including, but not limited to, the designation of each series of bonds, which designation may include the words "wastewater" or "sewer," the dated date of original issuance and delivery thereof, the registration provisions thereof, the denominations, maturity, payment and redemption provisions thereof, and requirements, if any, for a reserve account to pay debt service on the bonds. In addition, pursuant to Idaho Code, section 57-235, or comparable statute as then in effect, in the series ordinance authorizing the issuance of bonds, the City may delegate authority to the Mayor or the City Administrator to approve the final terms and provisions of the bonds upon the sale thereof, without any requirement that the members of the council meet to approve such determinations.~~

~~Bonds shall be special obligations only of the bond fund and shall be payable and secured as provided herein. The bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Idaho.~~

(Ord. No. 1247, § 2, 3-27-2023)

~~3.15.030 Registration.~~

~~Upon issuance of bonds hereunder, if required by a series ordinance, the City will appoint a registrar, authenticating agent, paying agent and transfer agent (collectively, the "bond registrar") for such series of bonds and the City will provide for the registration of such series of bonds pursuant to the series ordinance.~~

(Ord. No. 1247, § 3, 3-27-2023)

~~3.15.040 Redemption and purchase.~~

~~The respective redemption and purchase provisions for a series of bonds shall be set forth in the series ordinance for such series of bonds.~~

(Ord. No. 1247, § 4, 3-27-2023)

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

3.15.050 Establishment of accounts and funds.

The following accounts and funds on the accounting records of the City are hereby ratified, if previously created, or created with respect to the bonds issued hereunder:

- A. ~~Bond fund, held by the City, consisting of the debt service account and any and all reserve accounts established by a series ordinance;~~
- B. ~~Revenue fund, held by the City and therein a stabilization account;~~
- C. ~~Project fund and subaccounts therein established by a series ordinance; and~~
- D. ~~Rebate fund, held by the City.~~

(Ord. No. 1247, § 5, 3-27-2023)

3.15.060 Revenue fund; priority of application of revenue; stabilization account.

A. ~~Revenue fund.~~ The City shall maintain the "City of Ketchum Wastewater Revenue Fund" (the "revenue fund") as a separate enterprise fund of the City. All revenue of the wastewater system shall be deposited in the revenue fund. Notwithstanding the foregoing, the City may maintain such separate funds and accounts in such names and under such additional designations as shall be required to comply with standard accounting practices.

B. ~~Priority of application of revenue of the wastewater system.~~ The revenue fund shall be held separate and apart from all other funds and accounts of the City, and the revenue of the wastewater system deposited in such revenue fund shall be used only for the following purposes and in the following order of priority:

First, to pay the operation and maintenance expenses of the wastewater system;

Second, to pay the interest on any bonds;

Third, to pay the principal of any bonds;

Fourth, to make all payments required to be made into any reserve account created to secure payment of debt service on any series of bonds;

Fifth, to make all payments, together with other available funds, on the day on which any rebates or penalties for bonds are due to be paid to the United States pursuant to Section 148 of the Code;

Sixth, to make all payments required to be made into any revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account created to pay and secure the payment of the principal of and interest on government loans and any other revenue bonds or revenue warrants of the City having a lien upon the net revenues of the wastewater system junior and inferior to the lien thereon for the payment of the principal of and interest on the bonds; and

Seventh, to retire by redemption or purchase any outstanding Bonds or subordinate revenue warrants or subordinate bonds of the City payable out of the net revenues of the wastewater system, to make necessary additions, betterments, improvements, and repairs to or extensions and replacements of the wastewater system, or for any other lawful city purposes.

The City may transfer any money from any funds or accounts of the wastewater system legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the bond fund.

C. ~~Stabilization account.~~ The City shall create a stabilization account in the revenue fund and will maintain that account as long as bonds are outstanding. Net revenues may be transferred to the stabilization account at

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

the option of the City on any date. Money in the stabilization account may be withdrawn at any time and used for any purpose for which the revenues may be used.

1. ~~Deposits to the stabilization account decrease revenues in the fiscal year for which the deposit is made.~~
2. ~~Withdrawals from the stabilization account increase revenues in the fiscal year for which the withdrawal is made.~~
3. ~~The City may adjust deposits to and withdrawals from the stabilization account for a fiscal year up until 180 days after the end of that fiscal year.~~
4. ~~Earnings on the stabilization account shall be credited to the revenue fund.~~

(Ord. No. 1247, § 6, 3-27-2023)

3.15.070 Bond fund.

There is hereby created a fund known as the "City of Ketchum Wastewater Revenue Bond Fund" (the "bond fund") solely for the purpose of paying the principal of, premium, if any, and interest on the bonds. The bond fund shall consist of the following accounts: (1) debt service account and (2) debt service reserve account, including any and all subaccounts thereunder.

Said accounts are more particularly described as follows:

- A. ~~Debt service account.~~ As long as any bonds remain outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the revenue fund into the debt service account those amounts necessary, together with such other funds as are on hand and available in the debt service account, to pay the interest or principal and interest next coming due on the bonds.
- B. ~~Reserve account.~~ The City shall maintain a debt service reserve account, including any and all subaccounts established thereunder if required pursuant to a series ordinance (the "reserve account") for the purpose of securing the payment of the principal of and interest on a series of bonds subject to a reserve account requirement, as provided in the series ordinance for such bonds. The City will covenant and agree in the series ordinance(s) for bonds, as applicable, to maintain at all times an amount in the reserve account, if applicable, equal to the reserve account requirement, except for withdrawals authorized therefrom, for so long as such bonds remain outstanding.

Alternatively, a reserve account requirement for any issue of bonds may be maintained, in whole or in part, by a qualified letter of credit or qualified insurance, as provided in the respective series ordinance. The amount payable from the qualified insurance or the qualified letter of credit shall be credited against the amounts otherwise required to be accumulated and maintained in a reserve account. In computing the amount on hand in the reserve account, qualified insurance and/or a qualified letter of credit shall be valued at the face amount thereof, and all other obligations purchased as an investment of moneys therein shall be valued at cost.

The series ordinance for each series of bonds will set out the terms and provisions for withdrawals from the reserve account, if required, in the event of insufficient amounts in the debt service account to pay the principal of, premium if any, interest on, and mandatory sinking fund installments, as applicable, on any bonds secured by such reserve account then outstanding, and the provisions for any surplus in the reserve account, if applicable.

In the event there shall be a deficiency in the debt service account to meet maturing installments of either principal, interest, or sinking fund installments on the bonds payable out of such account, such deficiency shall be made up from the reserve account(s), as applicable, by the withdrawal of moneys therefrom. Any deficiency created in a reserve account by reason of any such withdrawal shall then be made up out of revenue of the wastewater system (after making necessary provision for the payments required to be made by subparagraphs first through third of section 3.15.060.B) by paying into the applicable reserve account one-twelfth of the

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

deficiency on or before the first day of each of the next 12 succeeding months so that there will have been paid into the applicable reserve account an amount which, with money already on deposit therein, will equal the reserve account requirement, as applicable.

The value of money and obligations credited to any and all reserve accounts, as applicable, shall be determined by the City annually as of September 30. If the valuation shall be less than the amount required to be maintained therein, the deficiency (due to said valuation and not to a withdrawal) shall be made up from the revenue fund by paying into the applicable Reserve Account one sixth of the deficiency on or before the first day of each of the next six succeeding months.

~~[A.]—Sufficiency of revenues.~~ The Council hereby states and certifies that in setting aside and providing for said payments into the various accounts within the bond fund of the amounts necessary for the payment of the principal, interest, and sinking fund installments on said bonds, as applicable, the Council has taken into consideration and has due regard for operation and maintenance expenses, and the Council will set aside into said accounts within the bond fund moneys sufficient and necessary to retire said bonds (including principal, interest, and sinking fund installments), after paying all operation and maintenance expenses.

~~[B.]—Pledge of net revenue; priority of lien of payments into accounts within the bond fund.~~ The net revenues are hereby pledged to the payment of bonds and declared to be a prior lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, section 50-1039. The federal interest subsidies the City receives for interest subsidy bonds are also hereby pledged to the payment of the bonds and declared to be a prior lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, section 50-1039.

~~[C.]—Application and investment of moneys in accounts within the bond fund.~~ Moneys in the various accounts within the bond fund may be invested in permitted investments. Investments of funds in the accounts within the bond fund shall mature prior to the date on which such moneys shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the reserve account shall be available to pay any deficiencies that may occur in any of the accounts within the bond fund. All interest earned and income derived by virtue of such investments shall remain in the bond fund and be used to meet the required deposits into any account therein. Subject to the other provisions of this subparagraph, moneys in the debt service account and the reserve account, as applicable, may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

(Ord. No. 1247, § 7, 3-27-2023)

3.15.080 Project fund.

The City hereby creates a fund known as the "City of Ketchum Wastewater Revenue Project Fund" (the "project fund") into which shall be deposited all of the proceeds of the sale of bonds to be used for the payment of the cost of acquisition and construction of a project, including costs of issuance of bonds. Any interest earnings on moneys invested from the project fund shall be deposited into said project fund. The City's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into said project fund to assure the completion of the project.

When the construction of the project has been completed and all costs related thereto have been paid in full, any balance remaining in the project fund will be deposited into the bond fund.

(Ord. No. 1247, § 8, 3-27-2023)

~~3.15.090 Rebate fund; rebate requirement.~~

~~There is hereby established a rebate fund into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City hereunder to the extent required by any tax certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the tax certificate. All earnings on the rebate fund shall remain within said fund and shall be used for no other purpose unless the City provides the bond registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective bonds to cease to qualify for exclusion from federal income taxation under the Code.~~

~~The bond registrar may rely conclusively upon and shall be fully protected from all liability in relying upon the issuer's determinations, calculations, certifications, and written directions required by this section and the bond registrar shall have no responsibility to monitor and independently make any calculations or determination or to review the issuer's determinations, calculations, certifications, and written directions required by this section.~~

~~(Ord. No. 1247, § 9, 3-27-2023)~~

~~3.15.100 Authorization for projects.~~

~~The council hereby authorizes and directs that upon determination that it is necessary to preserve the public health, safety and welfare that certain components of the City's existing wastewater system be repaired, replaced and/or improved, that project(s) may be financed by the issuance of the bonds and/or subordinate obligations upon adoption of series ordinance(s) pursuant to and upon compliance with section 3.15.140 hereunder.~~

~~Each such series ordinance authorizing the bonds and/or subordinate obligations to finance a project shall include:~~

- ~~A. The description of the project to be acquired, constructed and installed;~~
- ~~B. That the City, its staff and agents shall undertake the project in accordance with maps, plans and specifications prepared by the City's Engineer or consulting engineer engaged by the City, which shall be on file in the City Clerk's office, and which may be revised prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or costs of the project; and~~
- ~~C. The total estimated cost of acquisition and construction of the project to be financed by the bonds and/or subordinate obligations.~~

~~(Ord. No. 1247, § 10, 3-27-2023)~~

~~3.15.110 Separate utility systems.~~

~~The City may declare property which the City owns and is part of the wastewater system (but has a value of less than ten percent of the wastewater system at the time of the declaration), and property which the City has not yet acquired but would otherwise become part of the wastewater system, to be part of a separate utility system.~~

~~The City may pay costs of acquiring, operating, and maintaining a separate utility system from net revenues, but only if there is no deficit in the debt service account or a reserve account within the bond fund. The City may issue obligations which are secured by the revenues produced by the separate utility system and may pledge the separate utility system revenues to pay those obligations. In addition, the City may issue subordinate obligations to pay for costs of a separate utility system and may pledge the revenues of the separate utility system to pay the subordinate obligations. Further, the City may pledge the revenues produced by a separate utility system to pay~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

the bonds issued under this chapter by filing a written certificate of the mayor and the city administrator declaring such pledge with the city and the owner of the bonds.

Neither the revenue nor net revenue may be pledged to the payment of any obligations of a separate utility system except that the net revenue may be pledged on a basis subordinate to the lien on such revenue to the lien of the bonds.

(Ord. No. 1247, § 11, 3-27-2023)

3.15.120 Specific covenants.

For the protection and security of the bonds, the City hereby covenants and agrees to and with the registered owners of parity bonds that the City will perform the following covenants:

- A. ~~Rate covenant.~~ The City has established, may from time to time revise, and shall maintain and shall collect from the users of the wastewater system, rates and charges for furnishing the services and the facilities of the wastewater system to such users thereof. The City shall establish, maintain, and collect such rates and charges for service of its wastewater system for so long as any bonds are outstanding and shall maintain the rate covenant.
- B. ~~Acquire projects.~~ The City shall commence the acquisition, construction and completion of any project financed by proceeds of bonds and continue the same with all practical dispatch and in a sound and economical manner.
- C. ~~Operate wastewater system.~~ The City shall operate the wastewater system in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the wastewater system may be furnished at the lowest possible cost consistent with sound economy and prudent management.
- D. ~~Good repair.~~ The City shall operate, maintain, preserve, and keep the wastewater system and every part hereof in good repair, working order, and condition.
- E. ~~Preserve security.~~ The City shall preserve and protect the security of the bonds and the rights of the registered owners thereof.
- F. ~~Collect revenues.~~ The City shall collect and hold in trust the revenue of the wastewater system and other funds pledged to the payment of the bonds and apply such revenue of the wastewater system or other funds only as provided in this chapter and all series ordinances.
- G. ~~Service bonds.~~ The City shall pay and cause to be paid punctually the principal of and interest on the bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with this chapter and all series ordinances.
- H. ~~Pay claims.~~ The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the revenue of the wastewater system, or any part of said revenue of the wastewater system, or any funds in the hands of the City Treasurer or City Administrator, prior or superior to the lien of the bonds or which might impair the security of the bonds to the end that the priority and security of the bonds shall be fully preserved and protected.
- I. ~~Encumbrances, sales, or transfers of wastewater system.~~ The City shall not encumber, sell, lease, or dispose of the wastewater system or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the wastewater system or any part thereof necessary to secure adequate revenue for the payment of the principal of and interest on bonds and for the City to meet the rate covenant, nor which would otherwise impair or impede the rights of the registered owners of bonds with respect to such revenue or the operation of the wastewater system, except:

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

- ~~1. The City may dispose of all or substantially all the wastewater system, if the City pays all outstanding bonds or defeases all outstanding bonds pursuant to section 3.15.190; or~~
- ~~2. The City in its discretion may carry out a sale, transfer, or disposition (each, as used in this clause, a "transfer") if the facilities or property transferred are not material to the operation of the wastewater system, or shall have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the wastewater system or are no longer necessary, material or useful to the operation of the wastewater system; or~~
- ~~3. The City in its discretion may carry out such a transfer if the aggregate depreciated cost value of the facilities or property being transferred in any one fiscal year comprises no more than ten percent of the total assets of the wastewater system, so long as there has been filed with the City a certificate of the City Treasurer or City Administrator, or a Qualified Consultant stating that such disposition will not impair the ability of the City to comply with the rate covenant; or~~
- ~~4. The City in its discretion may carry out such a transfer if the City receives from the transferee an amount equal to the greater of the following:
 - ~~a. An amount which will be in the same proportion to the net amount of outstanding bonds (less the amount of cash and investments in the bond fund and accounts therein) that the revenue of the wastewater system from the portion of the wastewater system sold or disposed of for the preceding year bear to the total revenue for that period; or~~
 - ~~b. An amount which will in the same proportion to the net amount of outstanding bonds (less the amount of cash and investments in the bond fund and accounts therein) that the net revenue from the portion of the wastewater system sold or disposed of for the preceding year bears to the total net revenue for such period; or~~
 - ~~c. An amount equal to the fair market value of the portion of the wastewater system transferred. As used herein, "fair market value" means the most probable price that a property should bring in competitive and open market under all condition's requisite to a fair sale, the willing buyer and willing seller each acting prudently and knowledgably and assuming that the price is not affected by coercion or undue stimulus.~~~~

~~The proceeds of any transfer under this subparagraph (i) shall be used, first, to promptly redeem (or shall be irrevocably set aside for the redemption of) outstanding bonds, and, if any proceeds remain, second, to provide for part of the cost of additions to and betterments and extension of the wastewater system.~~

- ~~J. Insurance. The City shall self insure or procure and keep in force insurance upon all buildings and structures of the wastewater system and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect the City and the registered owners of any bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the wastewater system or for the payment of bonds.~~
- ~~K. Fidelity bonds. The City shall procure suitable fidelity bonds covering all its officers and other employees charged with the operation of the wastewater system and the collection and disbursement of revenue of the wastewater system.~~
- ~~L. Engineers. The City shall employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the wastewater system for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the registered owners of any bonds upon request.~~

~~M. —Accounts. The City shall keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the wastewater system, and it will furnish complete operating and income statements upon request.~~

~~N. —Delinquencies. The City shall not enter into any new agreements or arrangements or make any new offers to provide wastewater system products or services at a discount from published rate schedules or provide free wastewater system products or services except: (i) for City-owned facilities, (ii) in case of emergencies, (iii) where the City exchanges services with other water systems, or (iv) where in the reasonable judgment of the City such action does not materially reduce the revenues received by the City.~~

~~(Ord. No. 1247, § 12, 3-27-2023)~~

~~3.15.130 Tax covenants.~~

~~A. —General. The City covenants with the owners of tax-exempt bonds that, notwithstanding any other provision of this chapter or any other instrument, it will take no action which would adversely affect the tax-exempt status of tax-exempt bonds issued hereunder under sections 103 or 148 of the Code pertaining to the exclusion of interest on the tax-exempt bonds from gross income for federal income tax purposes. The foregoing covenant shall extend throughout the term of the tax-exempt bonds. The City will execute a tax certificate dated the date of issuance and closing of tax-exempt bonds hereunder with respect to such federal tax matters.~~

~~B. —Arbitrage covenant. Covenant to maintain tax exemption.~~

- ~~1. —The Mayor and/or City Administrator and other appropriate officials of the City each are hereby authorized and directed to execute from time to time such tax certificates as shall be necessary to establish that the tax-exempt bonds are not "arbitrage bonds" within the meaning of section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the tax-exempt bonds is not and will not become includable in gross income under the Code and applicable regulations. The City covenants and certifies to and for the benefit of the bondholders that no use will be made of the proceeds of the issue and sale of the tax-exempt bonds, or any funds or accounts of the City which may be deemed to be proceeds of the tax-exempt bonds, pursuant to section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the tax-exempt bonds, would have caused the tax-exempt bonds to be classified as "arbitrage bonds" within the meaning of section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the tax-exempt bonds with the requirements of section 148 of the Code and the regulations proposed or promulgated thereunder.~~
- ~~2. —The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the tax-exempt bonds to be or to become ineligible for the exclusion from gross income of the bondholders as provided in section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the tax-exempt bonds to be or to become ineligible for the exclusion from gross income of the bondholders as provided in section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the tax-exempt bonds to be a "private activity bond" within the meaning of section 141 of the Code or to fail to meet any applicable requirement of section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the tax-exempt bonds to be a "private activity bond" or to fail to meet any applicable requirement of section 149 of the Code. The Mayor and/or the City Administrator, or such other appropriate officials of the City each are hereby authorized and directed to execute from time to time such tax certificate as~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

shall be necessary to establish that the tax exempt bonds are not and will not become "private activity bonds," that all applicable requirements of section 149 of the Code are and will be met, and that the covenant of the City contained in this section 3.15.130.B.2 will be complied with.

3. ~~The City covenants and certifies to and for the benefit of the bondholders that: (i) the City will at all times comply with the provisions of any tax certificate; (ii) the City will at all times comply with the rebate requirements contained in section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of a series of tax exempt bonds and ending 15 days following the date of delivery of and payment for a series of tax exempt bonds.~~

The city hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or tax certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on the tax exempt bonds from gross income of the bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the tax exempt bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the tax exempt bonds from gross income of the bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of the tax exempt bonds.

- C. ~~Modification of tax covenants.~~ The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the tax exempt bonds. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City's bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on any tax exempt bonds.

(Ord. No. 1247, § 13, 3-27-2023)

~~3.15.140 Issuance of parity bonds.~~

The City may issue parity bonds to provide funds for any purpose relating to the wastewater system, but only if:

- A. ~~No event of default under this chapter or any series ordinance has occurred and is continuing;~~
- B. ~~At the time of the issuance of the parity bonds there is no deficiency in the debt service account and all required deposits to all subaccounts in the reserve account have been made;~~
- C. ~~There shall have been filed with the City either:~~
1. ~~A certificate of the City Administrator or the City Treasurer stating that Net Revenues (adjusted as provided in Section 3.15.140.D) for the base period were not less than 125 percent of maximum annual debt service on all then outstanding bonds, calculated as of the date the parity bonds are issued and with the proposed parity bonds treated as outstanding; or~~
 2. ~~A certificate or opinion of a qualified consultant:~~
 - a. ~~Stating the amount of the adjusted net revenues for each of the five fiscal years after the last fiscal year for which interest on the parity bonds is, or is expected to be, capitalized, or,~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

if interest will not be capitalized, for each of the five fiscal years after the proposed parity bonds are issued; and

b. ~~Concluding the respective amounts of adjusted net revenues in each of the first four fiscal years described in section 3.15.140.C.2.a are at least equal to 125 percent of the annual bond debt service for each of those respective fiscal years on all outstanding bonds, with the proposed parity bonds treated as outstanding; and~~

c. ~~Concluding the amount of adjusted net revenues in the fifth fiscal year described in section 3.15.140.C.2.a is at least equal to 125 percent of the maximum annual debt service, calculated for the period beginning with that fifth fiscal year on all then-outstanding bonds, with the proposed parity bonds treated as outstanding.~~

D. ~~The City may adjust net revenues for purposes of section 3.15.140.C.1 by adding any net revenues the City Administrator or the City Treasurer calculates the City would have had during the base period because of increases in Wastewater system rates, fees and charges which have been adopted by the City and are in effect on or before the date the parity bonds are issued. The City shall adjust net revenues for the base period by eliminating the effect of any withdrawals from or deposits to the stabilization account.~~

E. ~~The qualified consultant shall calculate adjusted net revenues for purposes of section 3.15.140.C.2 as provided in this section 3.15.140.E:~~

1. ~~The City shall provide the qualified consultant with the following information:~~

a. ~~The base period, the net revenues for the base period and the amounts of any withdrawals from or deposits to the stabilization account for fiscal years that are included in the base period;~~

b. ~~Information regarding any wastewater system utility properties that are being acquired with parity bonds and that have an earnings record;~~

c. ~~Any changes in rates and charges which have been adopted by the City since the beginning of the base period and the dates on which they are scheduled to take effect;~~

d. ~~Any changes in customers since the beginning of the base period; and~~

e. ~~A description of any extensions or additions to the wastewater system that were in the process of construction at the beginning of the base period or commenced construction after the beginning of the base period, the expected date of completion of those extensions or additions, the estimated operating and capital costs of those extensions or additions, and any other changes to the revenues or operation and maintenance expenses that the City reasonably expects to result from the completion and operation of those extensions or additions.~~

2. ~~Using the information provided by the City pursuant to section 3.15.140.E.1 and any additional information the qualified consultant determines is necessary, the qualified consultant shall adjust the net revenues for the base period to eliminate the effect of any withdrawals from or deposits to the stabilization account in the manner described in section 3.15.140.D and may adjust the net revenues for the base period:~~

a. ~~To reflect any changes that the qualified consultant projects will result from the acquisition of wastewater system utility properties that are being financed with the parity bonds and that have an earnings record;~~

b. ~~To reflect any changes in rates and charges which have been adopted by the City and which are scheduled to take effect during the period described in section 3.15.140.C.2.a, or which~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

~~increase rates and charges for inflation at a level which the qualified consultant determines is reasonable;~~

~~c. To reflect any changes in customers of the wastewater system that occurred after the beginning of the base period and prior to the date of the qualified consultant's certificate; and~~

~~d. To reflect any changes to net revenues not included in the preceding paragraphs that are projected to result from the completion and operation of additions and extensions to the wastewater system that were under construction at the beginning of the base period or commenced construction after the beginning of the base period.~~

~~F. The City may issue refunding bonds to refund outstanding bonds without complying with section 3.15.140.A through E above if the refunded bonds are legally defeased on the date of delivery of the refunding bonds and if the annual bond debt service on the refunding bonds does not exceed the annual bond debt service on the refunded bonds in any fiscal year by more than five percent.~~

~~G. Bonds shall be treated as "legally defeased" for purposes of section 3.15.140.F if they are defeased as provided in section 3.15.190.~~

~~H. All parity bonds issued in accordance with this Section 3.15.140 shall have a lien on the net revenues which is equal to the lien of all other outstanding bonds.~~

~~(Ord. No. 1247, § 14, 3-27-2023)~~

~~3.15.150 Interest subsidy bonds.~~

~~The amounts assumed to be paid on interest subsidy bonds shall be calculated as follows:~~

~~A. When calculating annual debt service for the rate covenant in section 3.15.120.A, the City shall subtract from interest to be paid on interest subsidy bonds the federal interest subsidies on interest subsidy bonds that the city reasonably expects, at the beginning of the fiscal year, to receive during that fiscal year.~~

~~B. When calculating annual debt service and maximum annual debt service for the tests for issuing parity bonds in section 3.15.140, the City shall subtract from the scheduled payments of interest on interest subsidy bonds the amount of federal interest subsidies that the City reasonably expects, at the time the parity bonds are issued, to receive.~~

~~C. When calculating the amount of principal, interest and premium, if any, required to be paid in any fiscal year on a series of interest subsidy bonds to determine the tax maximum for interest subsidy bonds that are secured by a subaccount in the bond reserve account, the City shall subtract from the scheduled payments of interest on interest subsidy bonds the federal interest subsidies that the City reasonably expects, at the time the series of interest subsidy bonds is issued, to be paid to the City for the series of interest subsidy bonds. The City shall not be required to increase the amount the City is required to hold in a subaccount in the bond reserve account if federal interest subsidies are not paid when or in the amounts expected. However, if the City reduces the amount it holds in a subaccount of the bond reserve account because bonds secured by that subaccount have been paid, the City must take into account its reasonable expectations of the amount of federal interest subsidies it expects to receive at the time of reduction in determining the amount that the City must retain in a subaccount of the bond reserve account.~~

~~(Ord. No. 1247, § 15, 3-27-2023)~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

~~3.15.160 Estimated debt service requirements for balloon payments.~~

The estimated debt service requirement for balloon payments shall be calculated in accordance with this section 3.15.160.

- A. ~~For the rate covenants.~~ For each balloon payment that is outstanding on August 1 of any fiscal year, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical series of refunding bonds that refunds that balloon payment in accordance with section 3.15.160.D. The City Administrator, City Treasurer, or their designee, shall prepare that schedule as of that first day of August, and that schedule shall be used to determine compliance with the rate covenant in section 3.15.120.A for the following fiscal year.
- B. ~~For parity bonds.~~ Whenever a balloon payment will be outstanding on the date a series of parity bonds is issued, the City Administrator, City Treasurer, or their designee, shall prepare a schedule of principal and interest payments for a hypothetical series of refunding bonds that refunds each outstanding balloon payment in accordance with section 3.15.160.D. The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the parity bonds are sold, and that schedule shall be used to determine compliance with the tests for parity bonds in section 3.15.140.
- C. ~~For the reserve account requirement.~~ If a reserve account requirement applies to a series of bonds, whenever such series of bonds contains a balloon payment, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical series of refunding bonds that refunds each balloon payment in that series in accordance with section 3.15.160.D. The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the series is sold, and that schedule shall be used to determine the reserve requirement as long as that series is outstanding.
- D. ~~Each hypothetical series of refunding bonds shall be assumed to be paid in equal annual installments of principal and interest that are sufficient to amortize the principal amount of the balloon payment over the term selected by the City Administrator, City Treasurer, or their designee; however, the City Administrator, City Treasurer, or their designee shall not select a term that exceeds the lesser of: 30 years from the date the balloon payment is originally scheduled to be paid; or, the City's estimate of the remaining weighted average useful life (expressed in years and rounded to the next highest integer) of the assets which are financed with the balloon payment. The annual installments shall be assumed to be due on the anniversaries of the date the balloon payment is originally scheduled to be paid, with the first installment due on the first anniversary of the date the balloon payment is scheduled to be paid. Each installment shall be assumed to bear interest at a rate that is estimated by the City from the bond buyer revenue bond index (or if the bond buyer revenue bond index is not available, a reasonably comparable index selected by the City) for a revenue bond with a term determined as described above. When the City prepares a schedule described in section 3.15.160.A, section 3.15.160.B, or section 3.15.160.C, the City shall use the index that is available to the City on the date the City is required to prepare that schedule.~~

(Ord. No. 1247, § 16, 3-27-2023)

~~3.15.170 Form of bonds.~~

The bonds issued hereunder shall be in substantially the form provided in each series ordinance for such bonds.

(Ord. No. 1247, § 17, 3-27-2023)

~~3.15.180 Execution of bonds.~~

~~The bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Treasurer, with both signatures attested by the manual or facsimile signature of the Clerk.~~

~~Only such bonds as shall bear thereon a certificate of authentication in the forms set forth in the respective series ordinances, manually executed by the bond registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this chapter. Such certificate of authentication shall be conclusive evidence that the bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this chapter.~~

~~In case either of the officers who shall have executed the bonds shall cease to be an officer or officers of the City before the bonds so signed shall have been authenticated or delivered by the bond registrar pursuant to the series ordinance, or issued by the City, such bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had executed such bonds had not ceased to be such officers.~~

~~(Ord. No. 1247, § 18, 3-27-2023)~~

~~3.15.190 Defeasance.~~

~~In the event that money and/or "governmental obligations" (as now or hereinafter defined in Idaho Code, section 57-504 or comparable statute then in effect) maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any bonds payable out of the bond fund in accordance with their terms are irrevocably deposited with an escrow agent to effect such redemption and retirement, then no further payments need be made into the bond fund for the payment of the principal of and interest on such bonds and the owner of such bonds shall cease to be entitled to any lien, benefit or security of this chapter except the right to receive the funds so set aside and pledged, and such bonds shall be deemed not to be outstanding hereunder. prior to such bonds being deemed defeased, the City shall file with the escrow agent (i) a certificate from an independent, certified public accountant to the effect that the money and the principal and interest to be received from the government obligations are calculated to be sufficient, without further reinvestment, to pay the defeased bonds when due; and (ii) an opinion of nationally recognized bond counsel that the proposed defeasance will not cause interest on any defeased tax-exempt bonds to be includable in gross income under the Code.~~

~~The City will cause the bond registrar appointed for the bonds being defeased to provide notice of defeasance of bonds to registered owners of bonds being defeased and to each party entitled to receive notice under this chapter.~~

~~(Ord. No. 1247, § 19, 3-27-2023)~~

~~3.15.200 Lost or destroyed bonds.~~

~~In case any bonds shall be lost, stolen or destroyed, the Bond registrar for such lost, stolen or destroyed bonds may authenticate and deliver a new bond or bonds of like amount, date and tenor to the owner thereof upon the owner's paying the expenses and charges of such bond registrar and the City in connection therewith and upon his filing with such bond registrar and the city evidence satisfactory to both that such bond or bonds were actually lost, stolen or destroyed and of their ownership thereof, and upon furnishing such bond registrar and the City with indemnity to their satisfaction.~~

~~(Ord. No. 1247, § 20, 3-27-2023)~~

3.15.210 Events of default.

Each of the following events is hereby declared to be an "event of default" under this chapter:

- A. ~~Non-payment of principal, premium or reserve deposit.~~ Payment of the principal of the bonds, or any required reserve account deposit, is not made when the same becomes due and payable;
- B. ~~Non-payment of interest.~~ Payment of any installment of interest on the bonds is not made when the same becomes due and payable.
- C. ~~Incapable to perform.~~ The City for any reason is, or is rendered to be, incapable of fulfilling its obligations hereunder.
- D. ~~Non-performance of duties.~~ The City shall have failed to carry out and to perform all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the revenues, to the wastewater system, or to all or any combination thereof, or otherwise, including, without limitation, this chapter, and such failure shall continue for 60 days after receipt of notice from the registered owners of at least a majority in principal amount of the bonds, then outstanding.
- E. ~~Failure to reconstruct.~~ The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any revenue-producing part of the wastewater system which is destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair is due to impracticability of such repair or replacement, is due to a lack of monies therefor, or for other reasons);
- F. ~~Appointment of receiver.~~ An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City appointing a receiver or receivers for the wastewater system or for the revenues and any other monies subject to the lien to secure the payment of the bonds, or both such wastewater system and such monies, or if any order or decree having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within 60 days after entry.
- G. ~~Default of any provisions.~~ The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the bonds authorized or referred to in this chapter on its part to be performed, and if such default continues for 60 days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the registered owners of at least a majority in principal amount of the bonds then outstanding.
- H. ~~Remedies.~~ If an event of default occurs, any registered owner may exercise any remedy available at law or in equity including mandamus, where applicable. However, the bonds shall not be subject to acceleration.

(Ord. No. 1247, § 21, 3-27-2023)

3.15.220 Application of funds and moneys in event of default.

The City covenants that if an event of default shall happen and shall not have been remedied, the City, upon written demand of the registered owners of at least a majority of the principal amount of the bonds then outstanding, shall pay over or cause to be paid over to a commercial bank or other financial institution with a reported capital and surplus in excess of \$50,000,000.00 appointed by such registered owners as trustee for the benefit of the registered owners (the "trustee"), (i) forthwith, all moneys, securities and funds then held by the City in any fund under this chapter, and (ii) all net revenues as promptly as practicable after receipt thereof.

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

During the continuance of an event of default, the trustee shall apply all moneys, securities, funds and net revenues received by the trustee pursuant to any right given or action taken under the provisions of this chapter and any series ordinance as follows and in the following order:

- A. ~~Compensation and expenses of trustee.~~ To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the trustee;
- B. ~~Operating costs.~~ To the payment of the amounts required for reasonable and necessary operation and maintenance expenses as necessary, in the judgment of the trustee, to prevent deterioration of the wastewater system or loss of net revenues therefrom. For this purpose, the books or records and accounts of the City relating to the wastewater system shall at all times be subject to the inspection of the trustee and its representatives and agents during the continuance of such event of default;
- C. ~~Principal or redemption price and interest.~~ To the payment of the interest and principal or redemption price then due on bonds as follows:
 1. ~~First.~~ To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the bonds therefor called for redemption, and if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and
 2. ~~Second.~~ To the payment of the persons entitled thereto of the unpaid principal or redemption price of the bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference.
 3. ~~If and whenever all overdue installments of interest on the bonds, together with the reasonably and proper charges, expenses and liabilities of the trustee, and all other sums payable by the city under this chapter, including the principal and redemption price of and accrued unpaid interest on the bonds then payable by declaration or otherwise, shall either be paid by the trustee for the account of the city, or provision satisfactory to the trustee shall be made for such payment, and all events of default under the ordinance shall be made good or secured to the satisfaction of the trustee or provision deemed by the trustee to be adequate shall be made therefor, the city shall be restored to its former positions and rights under this chapter. No such restoration of the City in its former positions and rights shall extend to or affect any subsequent events of default under this chapter or impair any right consequent thereon.~~

(Ord. No. 1247, § 22, 3-27-2023)

~~3.15.230 Amendments.~~

- A. ~~The City from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this chapter, for any one or more or all of the following purposes:~~
 1. ~~To add to the covenants and agreements of the City in this chapter, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the registered owners of the outstanding parity bonds issued hereunder, or to surrender any right or power herein reserved.~~

- ~~2. To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provision contained in this chapter, or any series ordinance authorizing bonds in regard to matters or questions arising under such ordinances as the council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the registered owners of the outstanding bonds.~~

~~Any such series ordinance may be adopted without the consent of the owners of any bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.~~

- ~~B. With the consent of the owners of not less than 51 percent in aggregate principal amount of the bonds at the time outstanding, the council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this chapter or of any series ordinance; provided, however, that no such series ordinance shall:~~

- ~~1. Extend the fixed maturity of any bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the registered owner of each bond so affected; or~~
- ~~2. Reduce the aforesaid percentage of bond owners required to approve any such series ordinance, without the consent of the owners of all the bonds then outstanding.~~

~~It shall not be necessary for the consent of bond owners under this subsection (b) to approve the particular form of any proposed series ordinance, but it shall be sufficient if such consent shall approve the substance thereof.~~

- ~~C. Upon the adoption of any series ordinance pursuant to the provisions of this section, this chapter shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the city under this chapter and all owners of bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments, and all terms and conditions of any such series ordinance shall be deemed to be part of the terms and conditions of this chapter for any and all purposes.~~

- ~~D. Bonds executed and delivered after the execution of any series ordinance passed pursuant to the provisions of this section may have a notation as to any matter provided for in such series ordinance, and if such series ordinance shall so provide, new bonds so modified as to conform, in the opinion of the council, to any modification of this chapter contained in any such series ordinance, may be prepared and delivered without cost to the owners of any affected bonds then outstanding, upon surrender for cancellation of such bonds in equal aggregate principal amounts.~~

- ~~E. Exclusion of Bonds Owned by City. Bonds owned or held by or for the account of the City shall not be deemed outstanding for the purpose of any vote or consent or other action or any calculation of outstanding bonds in this chapter provided for and shall not be entitled to vote or consent or take any other action in this chapter provided for.~~

- ~~F. Bonds held by securities repositories. For so long as the bonds are held in book entry only form, communications with the owners shall be made with the securities depository who is the "registered owner" of the bonds and communications with (and obtaining consents from) beneficial owners shall be made in accordance with the operational procedures of the securities depository that is the "registered owner" of the bonds.~~

~~(Ord. No. 1247, § 23, 3-27-2023)~~

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

TITLE 4 COMMISSIONS AND BOARDS

CHAPTER 4.04 COMMUNITY HOUSING COMMISSION

Commented [LE1]: Delete. BCHA is its own entity and governed by housing authority statutes.

4.04.010 Definitions.

As used in this chapter, the following words shall be interpreted and defined in accordance with the provisions set forth in this section:

~~City: The City of Ketchum, Idaho.~~

~~Commission: The City of Ketchum Community Housing Commission.~~

~~Council: The City Council of the City of Ketchum.~~

~~Members: The members of the City of Ketchum Community Housing Commission.~~

~~(Ord. 684 § 1, 1996)~~

4.04.020 Creation of the Commission.

~~There is created a Community Housing Commission for the City of Ketchum, Idaho, pursuant to Idaho Code section 50-210.~~

- ~~A. The Commission shall consist of seven members, each of whom shall be appointed by the Mayor and confirmed by the majority vote of the City Council.~~
- ~~B. Each member shall reside in Blaine County, Idaho. At least four members of the Commission shall be residents of the City of Ketchum, Idaho, and not more than three members of the Commission may reside outside the City limits.~~
- ~~C. The seven Commission members who are first appointed shall be designated to serve the following terms: two members shall be designated for terms of one year, two members shall be designated for terms of two years, and three members shall be designated for terms of three years. After appointment of the first Commission members in staggered terms, the terms of office shall be for three years. All vacancies, including those occurring from expiration of terms, shall be filled in the same manner as used for the original appointment. The terms of office shall be staggered so that no more than three vacancies occur within one year. All vacancies shall be filled for the unexpired term.~~
- ~~D. No Commission member may be an officer or employee of the City.~~
- ~~E. A Commission member shall hold office until his or her successor has been appointed and confirmed by the Council.~~
- ~~F. Commission members may be removed by a majority vote of the City Council. Commission members shall be selected without respect to political affiliation, and shall serve with compensation at the discretion of the Council.~~

~~G. All Commission members shall be subject to and comply with the terms of the State of Idaho conflict of interest and ethics in government laws.~~

~~(Ord. 684 § 2, 1996; Ord. 686 § 1, 1996; Ord. 689 § 1, 1996; Ord. 704 § 1, 1997)~~

4.04.030 Rules, organization and meetings.

~~A. The Commission shall elect its own chairperson and create and fill such other offices, subcommittees, advisory committees and neighborhood groups as it may determine necessary for the proper conduct of the affairs and business of the Commission.~~

~~B. Meetings of the Commission shall be held when duly called by the chairperson by written or oral notice. At least one regular meeting shall be held each month for not less than nine months in a year. Additional meetings shall be scheduled as necessary.~~

~~C. All members shall have voting rights, and a majority of voting members shall constitute a quorum. All meetings and work sessions at which there is a quorum shall be open to the public and shall comply with the state of Idaho open meeting laws.~~

~~D. Written rules or bylaws consistent with this chapter and the laws of the State of Idaho shall be adopted for the transaction of business of the Commission.~~

~~E. Written records of meetings, hearings, resolutions, findings, studies, recommendations and actions of the Commission shall be maintained and available to the public during regular business hours at Ketchum City Hall.~~

~~(Ord. 684 § 3, 1996)~~

4.04.040 Duties of the Commission.

The Commission shall hold public meetings, hearings, or work sessions, or use other means to obtain input regarding solutions to affordable housing issues within the City and countywide as those issues affect the City. The Commission has been established to make specific recommendations to the City Council on ways to make long term housing available for full time working City residents who cannot afford current housing costs. Specifically, the Commission will:

~~A. Assess housing needs of the community;~~

~~B. Make recommendations on a structure for meeting housing needs;~~

~~C. Identify land appropriate for acquisition that is suitable to be developed as housing;~~

~~D. Recommend a process to develop such properties for housing;~~

~~E. Recommend a process to administrate such housing once developed; and~~

~~F. Propose criteria and a selection process for potential buyers or renters of these housing projects.~~

~~(Ord. 684 § 4, 1996)~~

4.04.050 Employees and expenditures.

Any expenditures of the Commission shall be within the amounts appropriated and authorized by the Council prior to such expenditure. Paid staff positions may be created only at the discretion of the Council and shall be filled in accordance with regular City hiring procedures.

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

~~(Ord. 684 § 5, 1996)~~

CHAPTER 4.08 HISTORICAL PRESERVATION COMMISSION

4.08.010 Purpose.

The purpose of this chapter is to ~~establish the Historic Preservation Commission of the City of Ketchum in accordance with Idaho Code Title 67, Chapter 46, and to define the composition, duties, and responsibilities of the City of Ketchum Historic Preservation Commission, herein referenced as HPC. The HPC is created to preserve the historical, archeological, architectural, and cultural heritage of the City of Ketchum through a comprehensive historic preservation program as guided by the goals and policies of the Comprehensive Plan.~~

~~(Ord. 511 § 1, 1989; Ord. No. 1231, § 1, 1-3-2022)~~

Commented [LE2]: New edit.

4.08.020 Definitions.

~~The following words and phrases, when used in this chapter, shall have, unless the context clearly indicates otherwise, the following meanings:~~

~~City means The City of Ketchum, Idaho.~~

~~Historic building/site list means the list of buildings and sites deemed to be historically significant as adopted by resolution by the HPC.~~

~~Historic preservation means the research, documentation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archaeology or culture of this state, its communities or the nation.~~

~~Historic property means any building, structure, area or site that is significant in the history, architecture, archaeology or culture of this community, the state, or the nation.~~

~~HPC means the Historic Preservation Commission of the City of Ketchum, Idaho.~~

~~(Ord. 511 § 2, 1989; Ord. No. 1231, § 1, 1-3-2022)~~

Commented [LE3]: Definitions not necessary throughout this chapter

4.08.030 Created; appointments.

- A. There is created an HPC which shall consist of five members comprised of a maximum of three and a minimum of one member of the Planning and Zoning Commission and a maximum of four and a minimum of two members of the community who shall be appointed by the Mayor with the advice and consent of the Council.
- B. All members of the HPC shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Council shall endeavor to appoint community members with professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.
- C. Initial appointments to the HPC shall be made as follows: two two-year terms, and three three-year terms. All subsequent appointments shall be made for three-year terms. HPC members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.

(Supp. No. 6)

Created: 2025-01-07 14:18:16 [EST]

-
- D. The members of the HPC may be reimbursed by the City for expenses incurred in connection with their duties and for meetings, subject to a resolution adopted by the City Council.

(Ord. 511 § 3, 1989; Ord. 512 § 1, 1989; Ord. 978 § 1, 2006; Ord. No. 1231, § 1, 1-3-2022)

4.08.040 Organization, officers, rules, meetings.

- A. The HPC shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this chapter. Rules of procedure and bylaws adopted by the HPC shall be available for public inspection.
- B. The HPC shall elect officers from among the HPC members. The chairperson shall preside at meetings of the HPC. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.
- C. All meetings of the HPC shall be open to the public and follow the requirements of Idaho's open meeting laws. The HPC shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.
- D. The HPC may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the HPC.

(Ord. 511 § 4, 1989; Ord. No. 1231, § 1, 1-3-2022)

4.08.050 Powers, duties and responsibilities.

The HPC shall be advisory to the Council and shall be authorized to:

- A. Conduct a survey of local historic properties;
- B. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests or donation;
- C. Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City;
- D. Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;
- E. Contract, with the approval of the Council, with the state or federal government, or any agency of either, or with any other organization;
- F. Cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation;
- G. Make recommendations in the planning processes undertaken by the county, the City, the state or the federal government and the agencies of these entities;
- H. Recommend ordinances and otherwise provide information for the purposes of historic preservation in the City;
- I. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City;
- J. HPC members, employees or agents of the HPC may enter private property, buildings or structures in the performance of their official duties only with the express consent of the owner or occupant;

- K. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction;
- L. Establish and maintain the Historic Building/Site list;
- M. Review and make decisions on Demolition and ~~Addition~~/Alteration applications.

(Ord. 511 § 5, 1989; Ord. No. 1231, § 1, 1-3-2022)

~~4.08.060 Special restrictions.~~

~~Under the provisions of Idaho Code section 67-461257-4612, the City of Ketchum, Idaho, may provide by ordinances, special conditions or restrictions for the protection, enhancement and preservation of historic properties.~~

(Ord. 511 § 6, 1989; Ord. No. 1231, § 1, 1-3-2022)

Commented [LE4]: New edit.

Commented [LE5]: DELETE - Not necessary to state statute

CHAPTER 4.12 PLANNING AND ZONING COMMISSION

~~4.12.010 Purpose.~~

~~The purpose of this chapter is to establish the Planning and Zoning Commission of the City of Ketchum in accordance with Idaho Code Title 67, Chapter 65, and to define its composition, duties, and responsibilities. The Commission is created to promote the orderly development of the City; to implement the goals and policies of the Comprehensive Plan; to review and make recommendations on land use, zoning, and subdivision matters; and to advise the Mayor and City Council on issues affecting the growth, development, and general welfare of the community.~~

Commented [LE6]: New section.

Formatted: Block 1, Indent: First line: 0.38"

~~4.12.010 Definitions.~~

~~As used in this chapter, the following definitions shall apply:~~

~~Appointive members: All members appointed to the Commission by the Mayor and confirmed by a majority vote of the City Council, pursuant to Idaho Code section 67-6504.~~

~~Commission: The City of Ketchum Planning and Zoning Commission created by this chapter.~~

~~Governing board: The Mayor and City Council of the City of Ketchum, Idaho.~~

~~(Ord. 1130, 2015)~~

4.12.020 Creation of the Commission.

A Planning and Zoning Commission for the City of Ketchum, Idaho, is hereby created pursuant to Idaho Code section 67-6504. The appointment of members, filling vacancies, residency, length of service and removal for cause shall conform to requirements contained in Idaho Code section 67-6504(a) as may be amended from time to time, unless more restrictive requirements are established in bylaws of the Commission adopted by resolution of the City Council.

(Ord. 1130, 2015)

Created: 2025-01-07 14:18:16 [EST]

(Supp. No. 6)

4.12.030 Establish number of members.

The number of members to be appointed to the Commission shall be five, pursuant to Idaho Code section 67-6504(a) that provides for not less than three members and not more than 12 members.

(Ord. 1130, 2015)

4.12.040 Establish term of office.

The term of office a commissioner shall be three years, pursuant to Idaho Code section 67-6504(a) that provides for not less than three years and not more than six years.

(Ord. 1130, 2015)

Commented [LE7]: New edit.

4.12.050 Compliance with Idaho Code.

The bylaws of the Planning and Zoning Commission setting forth organization, rules, records, meetings, expenditures, and staff shall comply with Idaho Code section 67-6504, as may be amended from time to time.

(Ord. 1130, 2015)

Commented [LE8]: DELETE - Obviously must comply with Idaho law.

CHAPTER 4.16 ARTS COMMISSION

4.16.010 Purpose.

It is the purpose of this chapter and the policy of the City to recognize the value of art and cultural activities in public places, in order to beautify community spaces and public areas, to enhance the quality of life for Ketchum citizens and visitors, to attract tourism, to enhance elevate art education, and celebration of cultural heritage, and to provide incentives to for businesses to locate within the City, thus expanding Ketchum's economic base.

(Ord. 1168, 2017)

Commented [LE9]: New edit.

4.16.020 Definitions.

In construing the provisions of this chapter, the following definitions shall apply:

Public art: Art in any media (temporary, long term, visual, performing, time based, etc.) that has been planned and executed with the intention of being staged in the physical public domain, usually outside and accessible to all.

(Ord. 1168, 2017)

4.16.030 General requirements.

- A. Public art may be an integral part of a structure, attached to a structure or detached from a structure within or outside of it. Public art may also be located on any publicly owned property or on publicly accessible private property upon formal written agreement with the private entity.

- B. Any public art chosen shall be located in a public place with public accessibility and impact, and further shall comply with any addition to any guidelines established by Council upon recommendation of the Ketchum Arts Commission.
- C. Nothing contained herein shall preclude the funding of City public art by matching monies, donations, or other means.

(Ord. 1168, 2017)

4.16.040 Administrative responsibilities.

- A. The City designates the Ketchum Arts Commission, to be responsible for the location and selection of all public art in the City. The Ketchum Arts Commission ~~shall~~will make recommendations and ~~shall~~ seek input and advice from relevant City departments prior to public art installation. ~~It shall~~The Ketchum Arts Commission will also advise relevant City departments regarding the maintenance, repair, ~~or~~and other conservation of public art.
- B. Public art selected shall be consistent with the City's comprehensive plan, zoning and subdivision ordinances, and land uses contemplated therein.
- C. The Ketchum Arts Commission ~~shall~~will work with the City regarding the public art selected for installation in coordination with projects contained in the capital improvement program and selection of artists for public art projects.
- D. The Ketchum Arts Commission shall make reports from time to time as requested by the Mayor and/or the Council.

(Ord. 1168, 2017)

4.16.050 Source of funds.

Funds to support the Arts Commission may include, but are not limited to, general funds, percent for arts funds, Ketchum Urban Renewal Agency funds, grants, donations, and funding from other organizations and agencies.

(Ord. 1168, 2017)

4.16.060 Establishment, composition and terms.

The Commission ~~will~~shall consist of no more than nine members who shall receive no salary. The Mayor and Commission Chair will work together to discuss new members for appointment. Members shall be appointed by the Mayor and confirmed by the City Council, and any member may, in a like manner, be removed.

- A. The Commission shall adopt bylaws for the management and operation of meetings.
- ~~B. In addition to the nine members, the executive director of the Ketchum Community Development Corporation (KCDC) will serve as a nonvoting member of the Commission.~~
- C. The term of office for each of the members shall be three years. Two consecutive three-year terms shall be the maximum allowable for a member and shall constitute a full term. Upon completion of a full term, reappointment will be allowable after a one year waiting period.

(Ord. 1168, 2017)

Commented [LE10]: New edit.

4.16.070 Duties and responsibilities.

The duties and responsibilities of the [Arts](#) Commission shall be as follows:

- A. ~~Stimulate~~ Raise awareness and appreciation of the importance of the arts in the broadest possible manner including, but not limited to, the review and incorporation of public art with existing and new construction (both public and private), support and production of visual, performing and literary arts (individuals, organizations, businesses), and both a general promotion of the arts and arts education.
- B. Encourage the preservation and growth of the City's art resources, foster the development of a receptive climate for the arts, and promote opportunities for Ketchum residents to participate in artistic activities.
- C. Provide information, encouragement, and general assistance to Ketchum's cultural organizations and artists.
- D. Promote the development of Ketchum artists, institutions and community organizations sponsoring arts activities.
- E. Assess the community's arts and cultural needs ~~of the arts and of the people of Ketchum~~ and make such information available to the Mayor and City Council and all interested agencies and persons.
- F. Review and provide recommendations and advice to the Mayor and City Council on all proposed arts related projects, events, grants, general disbursement of funds or provision of services to artists, nonprofit or for-profit arts institutions or organizations.
- ~~G. Encourage and provide direction to coordinate, partner or benefit from the arts activities or opportunities provided by other governmental agencies.~~
- H. Seek and encourage financial support, including grants, loans and guarantees for Ketchum Arts Commission projects subject to approval by the City Council and Mayor.

(Ord. 1168, 2017)

CHAPTER 4.30 URBAN RENEWAL AGENCY

4.30.010 Purpose.

The purpose of this chapter is to establish the Ketchum Urban Renewal Agency (KURA), an independent agency formed by the City of Ketchum in 2006, to focus on downtown revitalization, community housing, and public and private investments. The KURA operates under its own budget, bylaws, and Board of Commissioners, implementing projects identified in the Ketchum Urban Renewal Plan adopted by the City Council. Ketchum Urban Renewal Agency.

4.30.020 Establishment and Composition.

The Ketchum Urban Renewal Agency is established as an independent agency of the City of Ketchum. The Agency shall be governed by a Board of Commissioners consisting of seven members: two members of the Ketchum City Council and five additional members from the community. The members shall be appointed by the Mayor and confirmed by the City Council. Ketchum Urban Renewal Agency. For members that hold the office of

Commented [LE11]: New minor edits.

Commented [LE12]: New chapter.

Formatted: Heading 2

Formatted: Space After: 0 pt

Formatted: Space Before: 0 pt, After: 0 pt

Formatted: No bullets or numbering

Created: 2025-01-07 14:18:17 [EST]

(Supp. No. 6)

Mayor or Councilmember, the term of office shall be consistent with the term of office for Mayor and/or City Council member, respectively. Termination or resignation of a Mayor or a City Council member shall also terminate membership on the Agency Board. For members that do not hold the office of Mayor or Councilmember, the term of office shall be for four years.

Commented [LE13]: New edit.

4.30.030 Powers and Duties.

The KURA shall have the authority to:

1. Implement the projects identified in the Ketchum Urban Renewal Plan.
2. Utilize tax increment financing to fund urban renewal projects.
3. Acquire, improve, and dispose of property within the Revenue Allocation Area.
4. Enter into contracts and agreements necessary to carry out urban renewal projects.
5. Issue bonds or other obligations to finance urban renewal activities.
6. Perform all other activities authorized under Idaho Code Title 50, Chapter 20.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

4.30.040 Administrative Responsibilities.

The City designates the Ketchum Urban Renewal Agency as responsible for the administration and implementation of urban renewal projects within the City. The KURA shall coordinate with relevant City departments and officials to ensure alignment with the City's comprehensive plan and zoning ordinances.

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

4.30.050 Funding Sources.

The KURA may utilize various funding sources to support its activities, including but not limited to:

1. Tax increment financing derived from the Revenue Allocation Area.
2. Grants and loans from federal, state, or local agencies.
3. Private investments and partnerships.
4. Donations and other contributions.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

4.30.060 Reporting and Oversight.

The KURA shall provide annual reports to the City Council detailing its activities, financial status, and progress on urban renewal projects. The City Council shall have oversight authority to ensure that the KURA's activities align with the City's goals and objectives.

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold

CHAPTER 4.40 KETCHUM SUSTAINABILITY ADVISORY COMMITTEE

Commented [LE14]: New chapter. Pending discussion with new administration.

4.40.010 Purpose.

The purpose of this chapter is to define the composition, duties, and responsibilities of the City of Ketchum Sustainability Advisory Committee (KSAC).

4.40.020 Created; appointments.

4.40.030 Organization, officers, rules, meetings.

4.40.040 Powers, duties, and responsibilities.

Formatted: Block 1

**CITY OF KETCHUM
ORDINANCE 1271**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, ADOPTING GENERAL UPDATES AND REVISIONS TO KETCHUM CITY CODE TITLE 1 – GENERAL PROVISIONS, TITLE 2 – ADMINISTRATION AND PERSONNEL, TITLE 3 – REVENUE AND FINANCE, AND TITLE 4 – COMMISSIONS AND BOARDS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Recitals:

- A. Pursuant to Title 50, Chapter 9 of Idaho Code the City is authorized to enact ordinances for the governance of the city and to organize such by codification.
- B. The City is conducting a general review to update, streamline, remove unnecessary or inapplicable language, clarify, and modernize existing City Code, beginning with Titles 1 through 4 of the Ketchum City Code.
- C. The City desires to update Titles 1 through 4 as indicated on Exhibits A through D to this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Ketchum, Blaine County, Idaho:

SECTION 1: That the Ketchum City Code, Title 1, is amended to read as identified on the attached Exhibit A:

SECTION 2: That the Ketchum City Code, Title 2, is amended to read as identified on the attached Exhibit B:

SECTION 3: That the Ketchum City Code, Title 3, is amended to read as identified on the attached Exhibit C:

SECTION 4: That the Ketchum City Code, Title 4, is amended to read as identified on the attached Exhibit D:

SECTION 5: REPEALER. All previous ordinances, resolutions, orders, or parts thereof, that are in conflict herewith are hereby repealed.

SECTION 6: SAVINGS AND SEVERABILITY. It is hereby declared to be the legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 7: EFFECTIVE DATE. This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY THE CITY COUNCIL of Ketchum, Idaho this ____ day
of _____ 2025.

APPROVED BY THE MAYOR of Ketchum, Idaho this ____ day
of _____ 2025.

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

TITLE 1 GENERAL PROVISIONS

CHAPTER 1.04 GENERAL CODE PROVISIONS

1.04.010 Definitions.

The following words and phrases, whenever used in the ordinances of the City, shall be construed as defined in this section unless, from the context, a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

Alley: A minor improved or unimproved public way providing secondary and/or service access to the back or the side of a property otherwise abutting a street.

City: The City of Ketchum, the area within the territorial limits of the City, and such territory outside the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.

Council: The City Council of the City of Ketchum. "All its members" or "all Council Members" means the total number of Council Members holding office.

County: The County of Blaine.

Law: Denotes applicable federal law, the constitution and statutes of the State of Idaho, the ordinances of the City, and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

May: Is permissive.

Month: A calendar month.

Must and shall: Are each mandatory.

Oath: Includes an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases, the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed".

Owner: Applied to a building or land, means and includes any part owner, joint owner, tenant in common, joint tenant, tenant by the entirety, of the whole or a part of such building or land.

Person: Means and includes a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

Personal property: Means and includes money, goods, chattels, things in action and evidences of debt.

Preceding and following: Next before and next after, respectively.

Property: Means and includes real and personal property.

Real property: Means and includes lands, tenements and hereditaments.

Sidewalk: That portion of a street or private property developed with a hard surface walkway for the use of pedestrians.

State: The State of Idaho.

Street: A public or private right-of-way, which provides vehicular or pedestrian access to more than four dwelling units. "Street" also includes the terms "highway", "boulevard", "parkway", "thoroughfare", "road", "avenue", "lane", "place" and all such terms except "driveway".

Tenant and occupant: Applied to a building or land, mean and include any person who occupies the whole or a part of such building or land, whether alone or with others.

Written: Means and includes printed, typewritten, mimeographed, multigraphed, or otherwise reproduced in permanent visible form.

Year: A calendar year.

(Ord. 778 § 1, 1999)

1.04.020 Interpretation of language.

All words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.

(Ord. 778 § 2, 1999)

1.04.030 Grammatical interpretation.

The following grammatical rules shall apply in the ordinances of the City unless it is apparent from the context that a different construction is intended:

- A. *Gender.* Each gender includes the masculine, feminine and neuter genders.
- B. *Singular and plural.* The singular number includes the plural, and the plural includes the singular.
- C. *Tenses.* Words used in the present tense include the past and the future tenses and vice versa, unless manifestly inapplicable.

(Ord. 778 § 3, 1999)

1.04.040 Acts by agents.

When an act is required by an ordinance, the same being such that it may be done as well by an agent as by the principal, such requirement shall be construed to include all such acts performed by an authorized agent.

(Ord. 778 § 4, 1999)

1.04.050 Prohibited acts include causing and permitting.

Whenever in the ordinances of the City any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.

(Ord. 778 § 5, 1999)

1.04.060 Computation of time.

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday, in which case, the period runs until the end of the next day which is neither Saturday, Sunday nor legal holiday.

(Ord. 778 § 6, 1999)

1.04.070 Construction.

The provisions of the ordinances of the City, and all proceedings under them, are to be construed with a view to effect their objects and to promote justice.

(Ord. 778 § 7, 1999)

1.04.080 Repeal shall not revive any ordinances.

The repeal of an ordinance shall not repeal the repealing clause of an ordinance or revive any ordinance.

(Ord. 778 § 8, 1999)

1.04.090 Saving and severability clause.

It is declared to be the legislative intent that the provisions and parts of this code shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this code is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this code.

(Ord. 778 § 9, 1999)

CHAPTER 1.08 CORPORATE SEAL

1.08.010 Description of corporate seal.

The corporate seal of the City of Ketchum, Idaho, shall be circular in form approximately two inches in diameter, more or less, with an inner and outer circle, the inner circle to be approximately one-fourth-inch less in diameter than the outer circle. The seal shall bear in the space between the inner and outer circles substantially the following: "City of Ketchum, Blaine County, Idaho", and upon the space within the inner circle the word "Seal".

(Ord. 22 § 1, 1956; Ord. 781 § 1, 1999)

1.08.020 Adoption.

The corporate seal, the impression of which is described in section 1.08.010 of this chapter, is adopted and declared to be the official seal of the City of Ketchum, Blaine County, Idaho.

(Ord. 22 § 2, 1956; 2000 Code)

CHAPTER 1.20 OFFICIAL NEWSPAPER

1.20.010 Designated.

- A. This chapter is adopted to designate the official newspaper for the City of Ketchum, Idaho, as required by Idaho Code section 50-213.
- B. The "Idaho Mountain Express", as a newspaper which meets the requirements of Idaho Code section 60-106 et seq., shall be and the same is designated as the official newspaper for the City of Ketchum, Idaho.

(Ord. 475 §§ 1, 2, 1988)

CHAPTER 1.32 RIGHT OF ENTRY

1.32.010 Entry to any building or premises.

Whenever any officer or employee of the City is authorized to enter any building or premises for the purpose of making an inspection to enforce any ordinance, the officer or employee may enter such building or premise at all reasonable times to inspect the same pursuant to section 1.32.020 of this chapter, except in emergency situations, or when consent of the person having charge or control of such building or premises has been otherwise obtained.

(Ord. 780 § 1, 1999)

1.32.020 Presentation of proper credentials.

If the building or premises to be inspected is occupied, the authorized officer or employee shall first present proper credentials and demand entry. If such building or premises is unoccupied, the officer or employee shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and demand entry. If consent to such entry is not given, the authorized officer or employee shall have recourse to every remedy provided by law to secure entry.

(Ord. 780 § 2, 1999)

1.32.030 Controlling over other ordinances.

This chapter shall be controlling over any other ordinance or part of an ordinance on the same subject, whether heretofore or hereafter adopted, unless such ordinance or part of an ordinance provides differently by an express reference to this chapter. Notwithstanding any other ordinance of the City, it shall not be a violation of this chapter to refuse or fail to consent to an entry for inspection.

(Ord. 780 § 3, 1999)

CHAPTER 1.36 GENERAL PENALTY

1.36.010 General penalty.

Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the ordinances of the City shall be guilty of an infraction unless the violation is made a misdemeanor by ordinance.
(Ord. 779 § 1, 1999)

1.36.020 Penalties, Fines and Fees.

Unless otherwise specified in this code, all penalties, fines, and administrative fees shall be established by resolution of the City Council. The current schedule of such fees and penalties is contained in the City's adopted fee resolution, as amended from time to time.

TITLE 2 ADMINISTRATION AND PERSONNEL

CHAPTER 2.01 MAYOR AND CITY COUNCIL

2.01.010 Mayor.

The Mayor, as the City's Chief Executive Officer, shall:

1. Provide leadership in implementing the City's mission, ensuring the faithful execution of laws, ordinances, and policies, and advancing community values and quality of life.
2. Recommend policies, programs, and legislation to the City Council, and exercise any statutory or charter authority, including the power to approve or veto ordinances as provided by law.
3. Represent the City in intergovernmental, community, and public affairs, and serve as the primary spokesperson for City government.
4. And as other specific duties as outlined in State law.

2.01.020 City Council.

The City Council, consisting of 4 members in non-designated seat, as the legislative body of the City, shall:

1. Establish policies, adopt ordinances and resolutions, approve the annual budget, and provide for the prudent use of City resources to advance the community's values and quality of life.
2. Represent the interests of residents by setting strategic goals, reviewing and evaluating City programs and services, and ensuring accountability in municipal operations.
3. Act collectively to direct the City's affairs, working with the Mayor and staff to implement policies and programs in compliance with applicable laws.
4. And as other specific duties as outlined in State law.

2.01.030 City Council Meetings.

1. *Parliamentary Procedures*: City Council meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised, as a guide for orderly procedure, except where superseded by state law, City code, or adopted Council rules, following the basic principles:
 - a. Agenda Items – Each meeting shall have the following components:
 - 1) Consent calendar
 - 2) Public hearings
 - 3) New business
 - 4) Executive session
 - b. **Orderly Conduct** – Only one person speaks at a time; remarks are addressed to the presiding officer.

- c. **Motions** – A proposal for Council action; requires a second before debate.
 - d. **Debate** – Members may discuss the motion, with the presiding officer ensuring fair opportunity for all to speak.
 - e. **Voting** – Actions are decided by majority vote unless otherwise required by law.
 - f. **Records** – All actions taken are recorded in the official minutes.
2. *Quorum*: Pursuant to Idaho Code § 50-705, a quorum shall consist of a majority of the duly elected members of the Council; the minimum number of City Council members who must be present to conduct official business. No ordinance, resolution, or motion shall be passed without the concurrence of at least a majority of the full Council. No action may be taken without a quorum present, except to adjourn or recess a meeting.3. *Regular Meetings*: The regular meetings of the City Council of the City of Ketchum, Idaho, shall be held on the first and third Mondays of each month at the hour of 4:00 p.m. in Ketchum City Hall,. Council shall adopt an resolution annually designating meeting dates and times, which will be posted on the city website
- (Ord. 739 § 1, 1999; Ord. 870 § 1, 2001)
4. *Special Meetings*: Special meetings of the City Council may be called at any time by the Mayor alone or by a majority of members of the Council. The call for all special meetings shall state the object and purposes of such meetings, and no other business shall be transacted at such meetings.

2.01.070 Reconsideration and Appeals.

- 1. Reconsideration
 - a. Any applicant or affected person seeking judicial review of the City Council’s final decision must first file a written request for reconsideration with the City Council within fourteen (14) days of the decision, specifying the deficiencies in the decision for which reconsideration is sought.
 - b. The Council may reconsider only on one or more of the following grounds:
 - 1) Clerical error,
 - 2) Fraud or mistake,
 - 3) New evidence or changed circumstances,
 - 4) Procedural error,
 - 5) A tie vote in the initial decision, or
 - 6) Violation of substantive law.
 - c. At its next regular meeting, the Council shall consider whether to grant reconsideration. If granted, a hearing limited to the specified deficiencies shall be scheduled and conducted in accordance with public notice requirements.
 - d. Within sixty (60) days following receipt of the request, the Council shall issue a written decision to affirm, reverse, or modify, in whole or in part, the original decision. If the Council does not act within that time, the reconsideration request is deemed denied.

2. Appeal

- a. If the Council issues a final decision – either initially or following reconsideration – an affected person may seek judicial review in the district court, as provided by Chapter 52, Title 67, Idaho Code, within twenty-eight (28) days after all local remedies have been exhausted.
- b. Upon receipt of a judicial review petition, the City shall prepare and provide the administrative record in accordance with Idaho law.
- c. Any actions or determinations not expressly listed in this section as appealable to the City Council shall be subject to the reconsideration or appeal procedures outlined within the corresponding chapters of this code.

2.01.080 Compensation.

In accordance with Idaho Code title 50, compensation for the Mayor and City Council members shall be fixed by ordinance at least seventy-five (75) days prior to any general City election. Annual salaries are effective January 1 of the following year.

Commencing January 1, 2008, the compensation of the Mayor and of the members of the City Council shall be as follows:

1. The Mayor shall receive a monthly salary in the sum of \$3,000.00. Furthermore, beginning January 1, 2009, and continuing each January thereafter, the Mayor shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. The Mayor shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. The Mayor shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by the Mayor, a monthly payment shall be made compensating the Mayor for benefits in an amount not to exceed the value of the benefits; and
2. Each member of the Council shall receive a monthly salary in the sum of \$1,666.67. Furthermore, beginning January 1, 2009, and continuing each January thereafter, each member of the Council shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by a member of the Council, a monthly payment shall be made compensating such member of the Council for benefits in an amount not to exceed the value of the benefits.
3. No other compensation shall be afforded to the Mayor or Council Members.

(Ord. 1023 § 1, 2007)

CHAPTER 2.02 APPOINTED OFFICERS

2.02.010 Appointment of Officers.

The Mayor, with the consent of the Council, shall appoint the City Administrator, City Clerk, City Treasurer and City Attorney. Appointed officers may be removed from office either by the mayor and two council members, or only by three members of council.

2.02.020 Officer Duties.

1. City Administrator
 - a. Oversee day-to-day city operations consistent with Council policies and the Mayor's direction,
 - b. Supervise department heads and support effective interdepartmental coordination,
 - c. Assist in preparing the annual budget and advise on financial and operational matters,
 - d. Provide administrative support to the City Council, including attendance at meetings and preparation of reports,
 - e. Act as point of contact for residents, businesses, other governmental agencies, and the community, and
 - f. Perform additional duties as assigned by the Mayor or City Council.
2. City Clerk
 - a. Keep the official records of the City, including ordinances, resolutions, minutes, and contracts,
 - b. Maintain the City seal and attest official documents,
 - c. Administer oaths of office when required by law,
 - d. Act as custodian of public records and manage requests under Idaho Law,
 - e. Issue licenses and permits as authorized by ordinance, and
 - f. Perform such other duties as may be required by law, ordinance, or direction of the Mayor and Council.
3. City Treasurer
 - a. Collect, receive and safely keep all city funds,
 - b. Deposit city funds in approved depositories,
 - c. Keep accurate records of all receipts and disbursements,
 - d. Disburse funds only upon proper authorization and warrant,
 - e. Provide regular financial reports to the Mayor and Council,
 - f. Assist with budget preparation and monitoring of city finances, and
 - g. Perform other duties as prescribed by law or directed by the Mayor and Council.
4. City Attorney
 - a. Act as legal advisor to the Mayor, Council, and city departments,

- b. Draft ordinances, resolutions, contracts, and other legal documents,
- c. Represent the City in civil proceedings and prosecute ordinance violations as directed,
- d. Provide legal opinions and guidance to the Mayor, Council, and staff,
- e. Attend Council meetings when requested by the Mayor or Council, and
- f. Perform such other duties as may be required by law, ordinance, or direction of the Mayor and Council.

CHAPTER 2.03 DEPARTMENTS

2.03.010 Establishment of Departments.

The City Council may, by ordinance or resolution, create, consolidate, or dissolve departments as necessary for the efficient administration of City affairs. The administrative service of the City shall be organized into the following departments:

- 1. Administration
- 2. Community Engagement
- 3. City Clerk
- 4. Finance
- 5. Housing
- 6. Planning & Building
- 7. Police
- 8. Public Works
 - a. Facilities Division
 - b. Streets Division
 - c. Wastewater Division
 - d. Water Division
- 9. Recreation

2.03.020 Department Heads.

Each department shall be directed by a department head who shall be appointed by the City Administrator in consultation with the mayor, except appointed officers requiring City Council confirmation. Department heads shall be responsible for the administration and operation of their departments, including:

- 1. Implementing City policies and ordinances within their areas of responsibility,
- 2. Managing staff, budgets, and resources assigned to the department,
- 3. Advising the Mayor and Council on departmental matters,
- 4. Coordinating with other departments, boards, and commissions to further the City's goals, and
- 5. Performing other duties as may be assigned by the Mayor or City Administrator.

CHAPTER 2.04 CODE OF ETHICS

2.04.010 Purpose.

The purpose of this chapter is to promote public confidence in the integrity of city government by establishing clear ethical standards for city officials, employees, and contractors. These standards are intended to supplement, not replace, the requirements of Idaho Code Title 74, Chapter 4, "Ethics in Government."

2.04.020 Applicability.

This chapter applies to all elected and appointed city officials, members of boards and commissions, city employees, and contractors acting on behalf of the City of Ketchum.

2.04.030 Conflicts of Interest.

1. **Prohibited Conduct.** No city official, employee, or contractor shall engage in any action, decision, or vote that may result in a direct or indirect financial benefit to themselves, their household members, or any business with which they are associated, when such benefit conflicts with the proper discharge of their official duties.
2. **Disclosure Required.** Any person covered by this chapter who has a potential conflict of interest shall disclose the nature of the conflict prior to participating in any discussion, decision, or action on the matter.
3. **Recusal.** Upon disclosure, the official or employee shall abstain from participation in the decision-making process when the conflict exists, unless otherwise permitted by Idaho Code.
4. **Use of Position.** No person shall use their position or city resources for personal gain, private advantage, or to benefit another in a manner inconsistent with public duties.

2.04.040 Gifts and Favors.

No city official, employee, or contractor shall solicit or accept any gift, favor, service, or item of value that could reasonably be perceived to influence, or appear to influence, the impartial performance of official duties. Acceptance of items of nominal value, such as promotional items, light refreshments, or awards of recognition customarily given in the ordinary course of civic or professional relationships, is permitted. Any gift or benefit received in connection with city service shall not exceed fifty dollars (\$50.00).

TITLE 3 ADMINISTRATION OF LOCAL OPTION TAX

CHAPTER 3.12 NONPROPERTY TAXES

3.12.010 Findings.

The City Council of the City finds that the City has a population not in excess of 10,000 according to the most recent census and is a City that derives the major portion of its economic well being from people catering to recreational needs and meeting needs of people traveling to the destination City for an extended period of time; that the City has a significant economic dependence upon visitors and travelers passing through or staying in the community and the City; and that the visitors and travelers require services of the City which place an undue burden upon the taxpayers of the City.

(Ord. 712 § 1, 1997)

3.12.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section:

Hotel-motel: Means and includes any business including hotels, motels, condominiums, tourist homes, and any other business which in the regular course of business rents or leases for occupancy temporary lodging to individuals with or without meals, except where residence is maintained continuously under terms of a lease or similar agreement for a period in excess of 30 days.

In the City of Ketchum: Within the municipal boundaries of the City of Ketchum, Blaine County, Idaho.

Liquor by the drink: Means and includes:

- A. **Alcohol:** The product of distillation of any fermented liquor, rectified either once or more often, whatever may be the origin, or synthetic ethyl alcohol.
- B. **Spirits:** Any beverage which contains alcohol obtained by distillation mixed with drinkable water and other substances in solution, including, among other things, brandy, rum, gin, and whiskey.
- C. **Wine:** Any alcohol beverage obtained by the fermentation of the natural sugar content of fruits (grapes, apples, etc.) or other agricultural products containing sugar (honey, milk, etc.).
- D. **Beer:** Any alcohol beverage obtained from the fermentation of sugar, barley, hops, malt, yeast and similar ingredients.
- E. **Other:** Any liquid or solid, patented or not, containing alcohol, spirits, or wine and susceptible of being consumed by a human being, for beverage purposes.

Person: Means and includes any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, cooperative, assignee, or any other group or combination acting as a unit.

Purchase: Means and includes any transfer, rental, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration. A transaction whereby the possession of property is transferred but the seller retains the title as security for the payment of the price is a

purchase. A transfer for a consideration of any publication or of tangible personal property which has been produced, fabricated or printed to the special order of the customer is also a purchase.

Retail sale or sale at retail: A sale of tangible personal property for any purpose other than resale of that property in the regular course of business, or lease or rental of that property in the regular course of business, where such rental or lease is taxable under Idaho Code section 63-3612(h).

- A. All persons engaged in constructing, altering, repairing or improving real estate, which includes construction of prefabricated buildings as defined in Idaho Code section 63-3606A, are consumers of the material used by them; all sales to or use by such persons of tangible personal property are taxable whether or not such persons intend resale of the improved property.
- B. The delivery in this state of tangible personal property by an owner or former owner or by a factor, or agent of such owner, former owner or factor, if the delivery is to a consumer or person for redelivery to a consumer, pursuant to a retail sale made by a retailer not engaged in business in this state, is a retail sale in this state by the person making the delivery. He or she shall include the retail selling price of the property in his or her total sales subject to tax under this chapter.
- C. For the purposes of this chapter as enacted, the sale or purchase of a prefabricated building is deemed a sale or purchase of real property and not a sale or purchase of tangible personal property.

Retailer: Means and includes:

- A. Every seller who makes any retail sale or sales of tangible personal property and every person engaged in the business of making retail sales at auction of tangible personal property owned by the person or others.
- B. Every person engaged in the business of making sales for storage, use, or other consumption or in the business of making sales at auction of tangible personal property owned by the person or others for storage, use, or other consumption.
- C. Every person making more than two retail sales of tangible personal property during any 12-month period, including sales made in the capacity of assignee for the benefit of creditors, or receiver or trustee in bankruptcy, or every person making fewer sales who holds himself or herself out as engaging in the business of selling such tangible personal property at retail.
- D. When the City Treasurer determines that it is necessary for the efficient administration of this chapter to regard any salespeople, representatives, peddlers or canvassers as agents of the dealers, distributors, supervisors or employers under whom they operate or from whom they obtain the tangible personal property sold by them, irrespective of whether they are making sales on their own behalf or on behalf of such dealers, distributors, supervisors or employers, the City Treasurer may so regard them and may regard the dealers, distributors, supervisors or employers as retailers for the purpose of this chapter.
- E. Persons conducting both contracting and retailing activities. Such persons must keep separate accounts for the retail portion of their business and pay tax in the usual fashion on this portion.

Room occupancy charge: Means and includes the total amount charged for the rental use or temporary occupancy of a room or living unit, valued in money, whether paid in money or otherwise, without any deduction.

Sale:

- A. Means and includes any transfer of title, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration and shall include any transfer of possession through incorporation or any other artifice found by the state tax commission to be in lieu of, or equivalent to, a transfer of title, an exchange or barter.

B. Sale also includes:

1. Producing, fabricating, processing, printing or imprinting of tangible personal property for a consideration for consumers who furnish either directly or indirectly the materials used in the producing, fabricating, processing, printing or imprinting;
2. Furnishing, preparing or serving for a consideration food, meals or drinks;
3. A transaction where the possession of property is transferred but the seller retains the title as security for the payment of the price;
4. A transfer for a consideration of the title or possession of tangible personal property which has been produced, fabricated or printed to the special order of the customer, or of any publication;
5. Admission charges;
6. Receipts from the use of or the privilege of using tangible personal property or other facilities for recreational purposes;
7. Providing hotel, motel, condominium, tourist home or trailer court accommodations and services, except where residence is maintained continuously under the terms of a lease or similar agreement for a period in excess of 30 days.

Sale of liquor by the drink: Means and includes the sale at retail of liquor by the drink for consumption on the premises, and includes any transfer of money, title, exchange, barter or credit, conditional or otherwise, in any manner or by any means whatsoever as consideration.

Sales price:

- A. Means and includes the total amount for which tangible personal property, including services agreed to be rendered as a part of the sale, is sold, rented or leased, valued in money, whether paid in money or otherwise, without any deduction on account of any of the following:
1. The cost of the property sold. However, in accordance with such rules and regulations as the state tax commission may prescribe, a deduction may be taken if the retailer has purchased property for some purpose other than resale or rental, has reimbursed his or her vendor for tax which the vendor is required to pay to the state or has paid the use tax with respect to the property, and has resold or rented the property prior to making any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business. If such a deduction is taken by the retailer, no refund or credit will be allowed to his or her vendor with respect to the sale of the property.
 2. The cost of materials used, labor or service cost, losses, or any other expense.
 3. The cost of transportation of the property prior to its sale.
- B. The term "sales price" does not include any of the following:
1. Discounts allowed and taken on sales, but only to the extent that such discounts represent price adjustments as opposed to cash discounts offered only as an inducement for prompt payment.
 2. Any sums allowed on merchandise accepted in part payment of other merchandise.
 3. The amount charged for property returned by customers when the amount charged therefor is refunded either in cash or credit; but this exclusion shall not apply in any instance when the customer, in order to obtain the refund, is required to purchase other property at a price greater than the amount charged for the property that is returned.

-
4. The amount charged for labor or services rendered in installing or applying the property sold; provided, that the amount is stated separately, and such separate statement is not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.
 5. The amount of any tax (not including, however, any manufacturers' or importers' excise tax) imposed by the United States upon or with respect to retail sales whether imposed upon the retailer or the consumer.
 6. The amount charged for finance charges, carrying charges, service charges, time-price differential, or interest on deferred payment sales, provided such charges are not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.
 7. Charges for transportation of tangible personal property after sale.

Sales tax act: The Idaho Sales Tax Act, Idaho Code section 63-3601 et seq., including subsequent amendments, which is adopted by reference.

Seller: Every person making sales at retail or retail sales to a buyer or consumer, whether as agent, broker or principal.

Tangible personal property: Personal property which may be seen, weighed, measured, felt or touched, or which is in any other manner perceptible to the senses.

Taxpayer: Any person subject to or liable for any taxes imposed by this chapter.

(Ord. 712 § 2, 1997)

3.12.030 Imposition and rate of certain nonproperty sales taxes.

The City imposes and shall collect certain nonproperty taxes, as follows:

- A. A municipal sales tax is imposed upon each sale at retail within the City of Ketchum, Idaho, at the rate of two percent of the sales price of all property subject to taxation under Idaho Code section 63-3601 et seq., Idaho Sales Tax Act, including subsequent amendments, except on the sale of "groceries" (defined in this section) and motor vehicles which are titled by the Idaho Department of Motor Vehicles. For the purpose of this chapter, "groceries" means any edible food or foodstuffs intended for human consumption, except:
 - (1) Alcoholic beverages;
 - (2) Tobacco; and
 - (3) Any food product which is prepared and sold for consumption at any "eating place" as defined in Idaho Code section 39-1702; or
 - (4) Any sandwiches and foods prepared and sold by retailer for immediate human consumption; or
 - (5) Any food product sold through a vending machine if the sales price is more than \$0.15;
- B. An additional one percent hotel-motel room occupancy sales tax on receipts from all short term rental (30 days or less) charges for hotel rooms, motel rooms, condominium units, tourist homes and the like;
- C. An additional one percent liquor by the drink sales tax on all sales at retail of liquor by the drink including liquor, beer, wine and all other alcoholic beverages, for consumption on the premises;

-
- D. When the sales price involves a fraction of a dollar, such nonproperty taxes shall be collected on that fractional portion of the price by adding the tax based upon a bracket system. The bracket system for the collection of the two percent nonproperty tax shall be as set forth in exhibit A¹, attached to the ordinance codified herein and made a part of this section by reference. The bracket system for the collection of the three percent nonproperty tax shall be as set forth in exhibit B², attached to the ordinance codified herein and made a part of this section. The retailer shall calculate the tax upon the entire amount of purchases of the consumer made at a particular time subject to this chapter, and not separately upon each item purchased. The retailer may retain any amount collected under such bracket system which is in excess of the amount of tax for which he or she is liable to the City during the period as compensation for the work of collecting such tax;

(Ord. 1108, 2013)

3.12.040 Duration of taxes.

The nonproperty sales taxes authorized and collected under this chapter are hereby imposed for a duration of 15 years from the effective date hereof, which provides for the collection of local option taxes through December 31, 2027.

The duration for the imposition and collection to raise the current rates an additional one percent for five years from the effective date of January 1, 2019.

(Ord. 1108, 2013; Ord. 1166, 2017)

3.12.050 Purposes for which the revenues derived from nonproperty taxes shall be used.

The nonproperty tax revenue derived from and collected under this chapter shall be used for the following purposes:

- A. Municipal transportation.
- B. Open space acquisition and recreation.
- C. Capital improvements: roads, water, sewer, parking, Ore Wagon Museum.
- D. Emergency services: police, fire, ambulance.
- E. City promotion, visitor information and special events.
- F. Property tax relief.
- G. Direct costs to collect and enforce the tax.
- H. Maintaining and increasing air service to Friedman Memorial Airport.

(Ord. 1108, 2013)

¹Editor's note(s)—Exhibits may be inspected at the Ketchum City Treasurer's Office.

²Editor's note(s)—Exhibits may be inspected at the Ketchum City Treasurer's Office.

3.12.060 Creation of a property tax relief fund.

There is created in the Office of the City Treasurer a fund to be designated as the municipal property tax relief fund. All monies collected under this chapter, and not otherwise budgeted by the City Council, shall be placed by the City Treasurer into the municipal property tax relief fund. All monies collected and placed into the fund shall be used to replace City property taxes in the ensuing fiscal year.

(Ord. 1108, 2013)

3.12.070 Authorization for City Treasurer to administer, regulate and collect nonproperty taxes.

The City Treasurer of the City is authorized and empowered to administer, regulate and collect payment of all nonproperty taxes adopted and imposed by this chapter. The Treasurer shall have all of the powers set forth in this chapter, together with those additional powers necessary and proper to carry out the provisions of this chapter.

(Ord. 712 § 7, 1997)

3.12.080 Permits required and issuance of permits.

- A. Every person desiring to engage in or conduct business of retail sales, and/or renting a hotel-motel room, and/or selling liquor by the drink within the City shall file with the City Treasurer an application for a municipal nonproperty sales tax permit for each place of business. A separate permit is required for each place of business within the City. Every application for a permit shall be made upon a form prescribed by the City Treasurer and shall set forth the name under which the applicant transacts or intends to transact business, the location of the business or places of businesses, and such other information as the City may require. The application shall be signed by the owner, if he or she is a natural person; or in the case of an association or partnership, by a member or partner; in the case of a corporation, by an executive officer or other person authorized by the corporation to sign the application.
- B. Upon filing an application meeting the requirements set out in subsection A of this section, the City Treasurer shall issue to each applicant a permit for each place of business. A permit shall not be assignable, and shall be valid only for the person in whose name it is issued and for the transaction of business at the place designated. It shall at all times be conspicuously displayed at the location for which it was issued. Issuance of a permit may be subject to additional requirements as set forth in this chapter.
- C. On the face of the permit shall be fixed a municipal nonproperty tax number which shall be used by the applicant as an identifying number on all filing, payment and correspondence with regard to the nonproperty tax imposed under this chapter.

(Ord. 712 § 8, 1997)

3.12.090 Method for payment of taxes.

- A. The taxes imposed by this chapter shall be computed and paid for each calendar month. Such taxes are due and payable to the City Treasurer on or before the twentieth day of the succeeding month. The amount of tax paid shall be computed on all sales subject to taxation under this chapter. Each person required to hold a municipal nonproperty sales tax permit and number shall file a municipal nonproperty sales tax return and a copy of his or her Idaho State Sales Tax return for the month at the same time taxes are paid to the City

Treasurer, unless such person has been permitted in writing by the Idaho State Tax Commission to file quarterly sales or use tax returns. Persons who have been permitted to file other than monthly returns shall notify the City Treasurer in writing, and the City Treasurer may require reporting of state tax returns over some other period.

- B. The first payment of taxes under this chapter shall be due and payable together on February 20, 1998, for that period beginning January 1, 1998, and ending January 31, 1998. Thereafter, all payments shall be made monthly.
- C. A municipal nonproperty sales tax return shall be filed each and every month by every person engaging in sales subject to taxation under this chapter regardless of whether or not any tax is due. Returns shall be signed by the person required to file the return or by a duly authorized agent.
- D. A valid sales tax exemption certificate issued by the Idaho State Tax Commission upon filing a copy with the City Treasurer shall have the same effect to exempt the sale from the taxes imposed under this chapter as in the Idaho Sales Tax Act.

(Ord. 712 § 9, 1997)

3.12.100 Audits; deficiency determinations.

- A. The City Treasurer may order an audit of any taxpayer under this chapter for the purpose of ascertaining the correctness or completeness of any return or payment.
- B. If any error or omission is discovered in such audits or in any other way, the City Treasurer may compute and determine the amount of tax due upon the basis of facts obtained from such information within the Treasurer's possession and assert a deficiency. One or more deficiency determinations may be made for the amount due for one or for more than one period. In making such a determination, the City Treasurer may offset overpayments against amounts due. Further, such determinations shall be made for the period or periods in respect to which the person fails to make a return and shall be based upon any information which is in the City Treasurer's possession.
- C. The City Treasurer shall give written notice of said Treasurer's determination and the amount of deficiency, including interest, at the rate of 12 percent per annum from the date due, to the person from whom such deficiency amount is due. Such notice may be given personally or mailed to the person at the address furnished to the City Treasurer in the nonproperty tax permit application.

(Ord. 712 § 10, 1997)

3.12.110 Redetermination of deficiency.

- A. Any person against whom a deficiency determination is made under this chapter, or any person directly interested, may petition in writing for a redetermination within 30 days after service upon the person of notice of deficiency. If the petition for redetermination is not filed within the 30-day period, the determination becomes final at the expiration of the period.
- B. If a petition for redetermination is filed within the 30-day period, the City Treasurer shall reconsider the determination and, if the person so requests in the petition, grant the person an oral hearing and give such person ten days' notice of the time and place of the hearing personally or by mail addressed to the person at the address furnished to the City Treasurer in such person's application for a nonproperty tax permit.

(Ord. 712 § 11, 1997)

3.12.120 Appeals; interest on deficiency.

- A. When a redetermination is made, the City Treasurer shall give notice to the taxpayer against whom the redetermination is made. Within 30 days of the date upon which such notice of redetermination is mailed or served, the taxpayer may file an appeal with the City Council or may file a complaint with the district court for review of the City Treasurer's redetermination. There shall be no right of review to the City Council nor to the district court on the determination of taxes due made by the City Treasurer unless a redetermination has been timely filed. No assessment of a deficiency in respect to the tax imposed by this chapter or proceeding to collect for its collection shall be made, begun or prosecuted until such notice has been mailed to the taxpayer and expiration of such 30-day period after notice of redetermination, nor if a protest is filed until a decision on the protest becomes final. If the taxpayer does not protest to the City Council or file an action in district court within the time prescribed in this section, the deficiency shall be assessed and shall become due and payable upon notice and demand from the City Treasurer.
- B. Interest upon any deficiency shall be assessed at the same time as the deficiency and shall become due and payable upon notice and demand from the City Treasurer and shall be collected as part of the tax at the rate of 12 percent per annum from the date prescribed for payment of the tax.

(Ord. 712 § 12, 1997)

3.12.130 Collections and enforcement.

As soon as practical after monthly municipal nonproperty sales tax return and payment is filed, the City Treasurer shall examine the same and determine the correct amount of the tax. For the purpose of ascertaining the correctness of any payment determining the amount of tax due where none has been made, determining liability of any person for any tax payable under this chapter, or the liability at law or in equity of any person in respect to any tax provided by this chapter or collecting any such liability, the City Treasurer, or duly authorized deputy, is authorized: a) to examine the books, papers, records, or other data which may be relevant or material to the inquiry; b) to summon the person liable for the tax or any officer, agent or employee of such person, or any person having possession, custody or care of books of accounting containing entries relating to the business of the person liable for the tax, to appear before the City Treasurer, or deputy, at a time and place named in the Treasurer's summons to produce such books, papers, records or other data and/or give such testimony under oath as may be relevant or material to such inquiry.

(Ord. 712 § 13, 1997)

3.12.140 Refunds; limitations and interest.

- A. If the City Treasurer determines that any amount due under this chapter has been paid more than once or has been erroneously or illegally collected or computed, the City Treasurer shall set forth that fact in the Treasurer's records, and the excess amount paid or collected may be credited on any amount due or payable to the City Treasurer for nonproperty taxes from that person, and any balance refunded to the person by whom it was paid or to his or her successors, administrators or executors.
- B. No such credit or refund shall be allowed or made after one year from the time the payment was made unless, before the expiration of such period, a claim is filed by the taxpayer.
- C. Interest shall be allowed on the amount of such credits or refunds at the rate of 12 percent per annum from the date which such tax was paid.

-
- D. Appeal from the City Treasurer decision denying in part or in whole a claim for refund shall be made in accordance with the laws of the state with regard to claims against municipalities.

(Ord. 712 § 14, 1997)

3.12.150 Responsibility for payment of taxes.

Every person with a duty to account for or pay over any tax imposed by this chapter on behalf of a corporation, as an officer employee of the corporation, or on behalf of a partnership, as a member employee of the partnership, shall be personally liable for payment of such tax, plus penalties and interest.

(Ord. 712 § 15, 1997)

3.12.160 Period of limitation upon assessment and collection.

- A. The amount of taxes imposed under this chapter shall be assessed within three years of the time the return upon which the tax asserted to be due was or should have been filed, whichever is later; provided, however, if a deficiency determination or assessment has been made within the prescribed time, such tax may be collected within a period of six years after assessment. The running of limitations provided by this section shall be suspended for the period during which the City Treasurer is prohibited from making the assessment or from collecting or proceeding in court due to a petition for redetermination or an appeal therefrom, and for 30 days thereafter.
- B. In the case of taxes due during the lifetime of a decedent, the tax shall be assessed, and any proceeding in court without assessment for the collection of such tax shall be begun, within six months after written request therefor (filed after the return is made) by the executor, administrator, or other fiduciary representing the estate of such decedent unless the assessment is stayed by a petition for redetermination or any appeal therefrom.
- C. In the case of a false or fraudulent return with intent to evade tax, or of a failure to file a return, the tax may be assessed, or a proceeding in court for collection of such tax may be begun without assessment, at any time within three years after the date of the discovery of the facts constituting the fraud.

(Ord. 712 § 16, 1997)

3.12.170 Successors' liability.

- A. If a vendor liable for any amount of tax under this chapter sells out his or her business or stocks and goods, the vendee shall make an inquiry to the City Treasurer and withhold from the purchase price any amount of tax that may be due under this chapter until such time as the vendor produces receipt stating that no amount is due.
- B. If the purchaser of business or stock of goods fails to withhold from the purchase price as above required, he or she is personally liable for the payment of the amount required to be withheld by him or her.

(Ord. 712 § 17, 1997)

3.12.180 General administration by City Treasurer.

- A. The City Treasurer shall enforce the provisions of this chapter and may prescribe, adopt and enforce rules and regulations relating to its administration and enforcement. The City Treasurer may employ qualified

auditors for examination of taxpayers' books and records, and shall also employ such accountants, investigators, assistants, clerks, and other personnel as are necessary for the efficient administration of this chapter and may delegate authority to its representatives to conduct hearings or perform other duties imposed by this chapter.

- B. Taxpayers in the City shall keep such records, receipts, invoices, and other pertinent papers as the City Treasurer may require. Each such taxpayer who files tax payments required under this chapter shall keep all such records for not less than four years after making such payments unless the City Treasurer in writing authorizes their destruction.
- C. The City Treasurer, or any person authorized in writing by the Treasurer, may examine the books, papers, records and equipment of any taxpayer or any person liable for any tax, and may investigate the character of the business of the person in order to verify the accuracy of any return made, or if no return is made by the person, to ascertain and determine the amount required to be paid. Any taxpayer whose pertinent records are kept outside of the City must bring the records to the City for examination by the City Treasurer upon request of the latter or, by agreement with the City Treasurer, permit an auditor designated by the City Treasurer to visit the place where the records are kept, and there audit such records.

(Ord. 712 § 18, 1997)

3.12.190 Penalties.

- A. Any person who violates any provision of this chapter shall be guilty of a misdemeanor, punishable by up to one year in the county jail, and/or a \$300.00 fine, or both. Furthermore, each month in which a person fails to report, or intentionally fails to accurately compute, or intentionally fails to accurately disclose the total amount of sales or rentals or the amount of tax to be paid, as imposed under this chapter, shall be considered a separate offense.
- B. Any person who violates any provision of this chapter shall have his or her municipal nonproperty sales tax permit and tax number revoked. The City Treasurer shall send written notice of revocation of such permit and tax number to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten days from the date such notice is mailed to file a written request of appeal with the City Council, challenging such revocation. If no appeal is timely made, such revocation becomes final. Whenever a person subject to this chapter has had such permit and tax number revoked, the City Treasurer shall not reissue such permit nor issue a new permit to such person until such person places with the City Treasurer a bond or other sufficient security in the amount equal to three times the actual, determined or estimated average monthly amount of tax payable by such person pursuant to this chapter.
- C. The City Treasurer, whenever it is deemed necessary to ensure compliance with this chapter, may require any person subject to this chapter to place with it such security as it may determine. The amount of such security shall not be greater than three times the estimated average monthly amount payable by such person pursuant to this chapter. The amount of the security may be increased or decreased by the City Treasurer at any time, subject to the limitations set forth above.
- D. Any person who violates any provision of this chapter shall have all municipal nonproperty sales tax permits, municipal beer license(s) and wine license(s), and retail liquor by the drink license(s) revoked.
- E. Any amount of tax due under this chapter for which a person fails to report or accurately compute shall become a lien upon the property of such taxpayer on the date that the same becomes due, and the City may seek to enforce such lien and collect all taxes and interest due, together with the reasonable costs of collection, including attorney fees, in a court of competent jurisdiction.

-
- F. For the purposes of proper administration of this chapter, and to prevent evasion of such nonproperty sales taxes, the burden of proving that a sale or rental is not a sale under this chapter is upon the person who makes the sale or rental in question.

(Ord. 712 § 19, 1997)

3.12.200 Penalty charges.

- A. Any person who is required to collect and pay over any tax imposed by this chapter and fails or refuses to pay over to the City the same when due, in accordance with section 3.12.090 of this chapter, shall be liable and pay a penalty charge as provided in the City's adopted fee resolution, as amended from time to time. The City Treasurer shall assess and collect such fee at the time any delinquent tax payment is tendered. The permit holder shall have ten days from the date payment is made to file a written appeal with the City Council challenging such penalty determination. If no appeal is timely made as provided in this chapter, such penalty determination shall be final.
- B. Any person who is required to collect, truthfully account for, and pay over any tax imposed by this chapter and who willfully fails to collect such a tax or truthfully account for or pay over such a tax, or willfully attempts in any manner to evade or defeat such a tax or payment shall, in addition to other penalties provided by law, be liable to a penalty equal to the amount of the tax evaded, or not collected, or not accounted for or paid over. The City Treasurer shall determine and assess such penalties, and the same shall become due and payable upon notice and demand from the City Treasurer. The City Treasurer shall send written notice of such penalty charge to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten days from the date such notice is mailed to file a written request of appeal with the City Council challenging such penalty charge determination. If no appeal is timely made as provided in this chapter, such penalty charge determination shall be final.

(Ord. 712 § 20, 1997)

3.12.210 Exemptions.

All transactions by the state, otherwise subject to imposition of such taxes, are exempt from the provisions of this chapter.

(Ord. 712 § 21, 1997)

3.12.220 Confidentiality of information.

- A. No City Treasurer of the City of Ketchum, Blaine County, Idaho, nor any duly authorized deputy City Treasurer, agent or employee shall divulge or make known to any persons, in any manner, any information whatsoever submitted or obtained, directly or indirectly, pursuant to this chapter, or to permit any nonproperty tax return or information supplied with regard to such return, or any copy, or any paper or book so obtained, to be seen or examined by any person except as provided by law; provided, that in any action or proceeding brought for the collection, remission, cancellation or refund of the whole or any part of a tax imposed under this chapter, or for enforcing the penalties prescribed for making false or fraudulent returns, any and all information contained in or provided with such returns may be made accessible to the elected and appointed officials, officers and representatives of the City charged with enforcing or defending the same. All such returns, information, statements and correspondence relating to such returns may be

produced into evidence in any action, civil or criminal, directly pertaining to such returns or the tax imposed on the basis of such returns.

- B. The Ketchum City Council, under such rules and provisions as it may prescribe, may permit, notwithstanding the provisions of this chapter as to secrecy, the commissioner of internal revenue of the United States or his or her delegate or the proper officer of any state imposing a tax to inspect the nonproperty tax returns or information provided or obtained in connection with such returns, or may furnish to such officer, or his or her authorized agent, copies or an abstract.
- C. Nothing in this chapter shall prohibit a taxpayer, or authorized representative upon proper identification, from inspecting and copying his or her own nonproperty tax returns and information supplied with such returns.

(Ord. 712 § 22, 1997)

TITLE 4 COMMISSIONS AND BOARDS

CHAPTER 4.08 HISTORIC PRESERVATION COMMISSION

4.08.010 Purpose.

The purpose of this chapter is to establish the Historic Preservation Commission of the City of Ketchum in accordance with Idaho Code Title 67, Chapter 46, and to define the composition, duties, and responsibilities of the Historic Preservation Commission, herein referenced as HPC. The HPC is created to preserve the historical, archeological, architectural, and cultural heritage of the City of Ketchum through a comprehensive historic preservation program as guided by the goals and policies of the Comprehensive Plan.

(Ord. 511 § 1, 1989; Ord. No. 1231, § 1, 1-3-2022)

4.08.030 Created; appointments.

- A. There is created an HPC which shall consist of five members comprised of a maximum of three and a minimum of one member of the Planning and Zoning Commission and a maximum of four and a minimum of two members of the community who shall be appointed by the Mayor with the advice and consent of the Council.
- B. All members of the HPC shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Council shall endeavor to appoint community members with professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.
- C. Initial appointments to the HPC shall be made as follows: two two-year terms, and three three-year terms. All subsequent appointments shall be made for three-year terms. HPC members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.
- D. The members of the HPC may be reimbursed by the City for expenses incurred in connection with their duties and for meetings, subject to a resolution adopted by the City Council.

(Ord. 511 § 3, 1989; Ord. 512 § 1, 1989; Ord. 978 § 1, 2006; Ord. No. 1231, § 1, 1-3-2022)

4.08.040 Organization, officers, rules, meetings.

- A. The HPC shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this chapter. Rules of procedure and bylaws adopted by the HPC shall be available for public inspection.
- B. The HPC shall elect officers from among the HPC members. The chairperson shall preside at meetings of the HPC. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.
- C. All meetings of the HPC shall be open to the public and follow the requirements of Idaho's open meeting laws. The HPC shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.

-
- D. The HPC may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the HPC.

(Ord. 511 § 4, 1989; Ord. No. 1231, § 1, 1-3-2022)

4.08.050 Powers, duties and responsibilities.

The HPC shall be advisory to the Council and shall be authorized to:

- A. Conduct a survey of local historic properties;
- B. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests or donation;
- C. Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City;
- D. Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;
- E. Contract, with the approval of the Council, with the state or federal government, or any agency of either, or with any other organization;
- F. Cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation;
- G. Make recommendations in the planning processes undertaken by the county, the City, the state or the federal government and the agencies of these entities;
- H. Recommend ordinances and otherwise provide information for the purposes of historic preservation in the City;
- I. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City;
- J. HPC members, employees or agents of the HPC may enter private property, buildings or structures in the performance of their official duties only with the express consent of the owner or occupant;
- K. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction;
- L. Establish and maintain the Historic Building/Site list;
- M. Review and make decisions on Demolition and Addition/Alteration applications.

(Ord. 511 § 5, 1989; Ord. No. 1231, § 1, 1-3-2022)

(Ord. 511 § 6, 1989; Ord. No. 1231, § 1, 1-3-2022)

CHAPTER 4.12 PLANNING AND ZONING COMMISSION

4.12.010 Purpose.

The purpose of this chapter is to establish the Planning and Zoning Commission of the City of Ketchum in accordance with Idaho Code Title 67, Chapter 65, and to define its composition, duties, and responsibilities. The Commission is created to promote the orderly development of the City; to implement the goals and policies of the Comprehensive Plan; to review and make recommendations on land use, zoning, and subdivision matters; and to advise the Mayor and City Council on issues affecting the growth, development, and general welfare of the community.

4.12.020 Creation of the Commission.

A Planning and Zoning Commission for the City of Ketchum, Idaho, is created pursuant to Idaho Code section 67-6504. The appointment of members, filling vacancies, residency, length of service and removal for cause shall conform to requirements contained in Idaho Code section 67-6504 as may be amended from time to time,.

(Ord. 1130, 2015)

4.12.030 Establish number of members.

The number of members to be appointed to the Commission shall be five.

(Ord. 1130, 2015)

4.12.040 Establish term of office.

The term of a commissioner shall be three years.

(Ord. 1130, 2015)

CHAPTER 4.16 ARTS COMMISSION

4.16.010 Purpose.

It is the purpose of this chapter and the policy of the City to recognize the value of art and cultural activities in public places, in order to beautify community spaces and enhance the quality of life for Ketchum citizens and visitors to attract tourism, elevate art education, celebrate cultural heritage, and provide incentives for businesses to locate within the City, thus expanding Ketchum's economic base.

(Ord. 1168, 2017)

4.16.030 General requirements.

- A. Public art may be an integral part of a structure, attached to a structure or detached from a structure within or outside of it. Public art may also be located on any publicly owned property or on publicly accessible private property upon formal written agreement with the private entity.
- B. Any public art chosen shall be located in a public place with public accessibility and impact, and further shall comply with any addition to any guidelines established by Council upon recommendation of the Ketchum Arts Commission.
- C. Nothing contained herein shall preclude the funding of City public art by matching monies, donations, or other means.

(Ord. 1168, 2017)

4.16.040 Administrative responsibilities.

- A. The City designates the Ketchum Arts Commission to be responsible for the location and selection of all public art in the City. The Ketchum Arts Commission will make recommendations and seek input and advice from relevant City departments prior to public art installation. The Ketchum Arts Commission will also advise relevant City departments regarding the maintenance, repair, and other conservation of public art.
- B. Public art selected shall be consistent with the City's comprehensive plan, zoning and subdivision ordinances, and land uses contemplated therein.
- C. The Ketchum Arts Commission will work with the City regarding the public art selected for installation in coordination with projects contained in the capital improvement program and selection of artists for public art projects.
- D. The Ketchum Arts Commission shall make reports from time to time as requested by the Mayor and/or the Council.

(Ord. 1168, 2017)

4.16.050 Source of funds.

Funds to support the Arts Commission may include, but are not limited to, general funds, percent for arts funds, Ketchum Urban Renewal Agency funds, grants, donations, and funding from other organizations and agencies.

(Ord. 1168, 2017)

4.16.060 Establishment, composition and terms.

The Commission will consist of no more than nine members who shall receive no salary. The Mayor and Commission Chair will work together to discuss new members for appointment. Members shall be appointed by the Mayor and confirmed by the City Council, and any member may, in a like manner, be removed.

- A. The Commission shall adopt bylaws for the management and operation of meetings.
- C. The term of office for each of the members shall be three years. Two consecutive three-year terms shall be the maximum allowable for a member and shall constitute a full term. Upon completion of a full term, reappointment will be allowable after a one year waiting period.

(Ord. 1168, 2017)

4.16.070 Duties and responsibilities.

The duties and responsibilities of the Arts Commission shall be as follows:

- A. Raise awareness and appreciation of the importance of the arts in the broadest possible manner including, but not limited to, the review and incorporation of public art with existing and new construction (both public and private), support and production of visual, performing and literary arts (individuals, organizations, businesses), and both a general promotion of the arts and arts education.
- B. Encourage the preservation and growth of the City's art resources, foster the development of a receptive climate for the arts, and promote opportunities for Ketchum residents to participate in artistic activities.
- C. Provide information, encouragement, and general assistance to Ketchum's cultural organizations and artists.
- D. Promote the development of Ketchum artists, institutions and community organizations sponsoring arts activities.
- E. Assess the community's arts and cultural needs and make such information available to the Mayor and City Council and all interested agencies and persons.
- F. Review and provide recommendations and advice to the Mayor and City Council on all proposed arts related projects, events, grants, general disbursement of funds or provision of services to artists, nonprofit or for-profit arts institutions or organizations.
- H. Seek and encourage financial support, including grants, loans and guarantees for Ketchum Arts Commission projects subject to approval by the City Council and Mayor.

(Ord. 1168, 2017)

CHAPTER 4.30 URBAN RENEWAL AGENCY

4.30.010 Purpose.

The purpose of this chapter is to establish the Ketchum Urban Renewal Agency (KURA), an independent agency formed by the City of Ketchum in 2006, to focus on downtown revitalization, community housing, and public and private investments. The KURA operates under its own budget, bylaws, and Board of Commissioners, implementing projects identified in the Ketchum Urban Renewal Plan adopted by the City Council. [Ketchum Urban Renewal Agency](#).

4.30.020 Establishment and Composition.

The Ketchum Urban Renewal Agency is established as an independent agency of the City of Ketchum. The Agency shall be governed by a Board of Commissioners consisting of seven members: two members of the Ketchum City Council and five additional members from the community. The members shall be appointed by the Mayor and confirmed by the City Council. [Ketchum Urban Renewal Agency](#). For members that hold the office of Mayor or Councilmember, the term of office shall be consistent with the term of office for Mayor and/or City Council member, respectively. Termination or resignation of a Mayor or a City Council member shall also terminate

membership on the Agency Board. For members that do not hold the office of Mayor or Councilmember, the term of office shall be for four years.

4.30.030 Powers and Duties.

The KURA shall have the authority to:

1. Implement the projects identified in the Ketchum Urban Renewal Plan.
2. Utilize tax increment financing to fund urban renewal projects.
3. Acquire, improve, and dispose of property within the Revenue Allocation Area.
4. Enter into contracts and agreements necessary to carry out urban renewal projects.
5. Issue bonds or other obligations to finance urban renewal activities.
6. Perform all other activities authorized under Idaho Code Title 50, Chapter 20.

4.30.040 Administrative Responsibilities.

The City designates the Ketchum Urban Renewal Agency as responsible for the administration and implementation of urban renewal projects within the City. The KURA shall coordinate with relevant City departments and officials to ensure alignment with the City's comprehensive plan and zoning ordinances.

4.30.050 Funding Sources.

The KURA may utilize various funding sources to support its activities, including but not limited to:

1. Tax increment financing derived from the Revenue Allocation Area.
2. Grants and loans from federal, state, or local agencies.
3. Private investments and partnerships.
4. Donations and other contributions.

4.30.060 Reporting and Oversight.

The KURA shall provide annual reports to the City Council detailing its activities, financial status, and progress on urban renewal projects. The City Council shall have oversight authority to ensure that the KURA's activities align with the City's goals and objectives.