



**CITY OF KETCHUM, IDAHO**

**CITY COUNCIL**

Monday, February 05, 2024, 4:00 PM  
191 5th Street West, Ketchum, Idaho 83340

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**AMENDED AGENDA  
PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

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**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/87266885566>

Webinar ID:872 6688 5566

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

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

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**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
2. Discussion regarding Ketchum Post Office operations - Council President Amanda Breen and Mayor Neil Bradshaw

**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.*

3. Recommendation to approve minutes for Special Meeting of City Council January 11, 2024 - City Clerk Trent Donat
4. Recommendation to approve minutes of January 16, 2024 - City Clerk Trent Donat
5. Recommendation to approve minutes for Special Joint Meeting of City Council and Ketchum Urban Renewal Agency on January 16, 2024 - City Clerk Trent Donat
6. Authorization and approval of the payroll registers - Treasurer Shellie Gallagher

- [7.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills - Treasurer Shellie Gallagher
- [8.](#) Recommendation to approve Right-of-Way Encroachment Agreement 24902 for the placement of a paver driveway and portions of planters in the public right-of-way on 307 Bald Mountain Rd - City Engineer Robyn Mattison
- [9.](#) Recommendation to review and approve Right-of-Way Encroachment Agreement 24903 for existing encroachments in the right-of-way for 100 E 5th St. - Director of Planning and Building Morgan Landers
- [10.](#) Recommendation to review and approve the 600 East Ave Lot Consolidation Preliminary Plat - Associate Planner Adam Crutcher
- [11.](#) Recommendation to approve Sawtooth Serenade Administrative Appeal Scheduling Order and Notice - City Attorney Matt Johnson and Director of Planning and Building Morgan Landers
- [12.](#) Recommendation to approve the Walnut & Fourth Condominiums Subdivision Final Plat - Senior Planner Abby Rivin

**PUBLIC HEARING:**

- [13.](#) Recommendation to hold a public hearing and conduct the second reading of Ordinance 1253, amendments to Title 15 of the Ketchum Municipal Code - Associate Planner Paige Nied

**NEW BUSINESS:**

- [14.](#) Recommendation to approve contract 24063 with Kimley Horn to complete Street Conditions Assessment and Maintenance Management Plan - Senior Project Manager Ben Whipple
- [15.](#) Review draft 2024 City Work Plan - City Administrator Jade Riley

**EXECUTIVE SESSION:**

16. Pursuant to Idaho Code 74-206(1)(c)(f)- To acquire an interest in real property not owned by a public agency and pending litigation.

**ADJOURNMENT:**

## Participate

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**From:** H Boyle <Boylehp@yahoo.com>  
**Sent:** Wednesday, January 24, 2024 1:08 PM  
**To:** Participate  
**Subject:** Public Comment on Housing Department.

I'm all for a deed restriction program.

That being said, is the Council aware of the conflict of interest between BCHA and the residents of Ketchum given the dual staffing model? Who command the legal duty of loyalty for the Houaong Director, who is simultaneously a Ketchum employee and a BCHA employee?

For evidence of the irreconcilable conflict of interest, I refer you to the last page of the recent grant application. You really must read this to understand how this is working against the interests of locals.

Please fix this and run Ketchum for the benefit of its residents.

Thank you,

Perry Boyle  
Ketchum

Begin forwarded message:

**From:** City of Ketchum <housing@ketchumidaho.org>  
**Date:** January 24, 2024 at 12:30:18 PM MST  
**To:** Boylehp@yahoo.com  
**Subject:** **Announcing the Ownership and Preservation Program!**  
**Reply-To:** City of Ketchum <housing@ketchumidaho.org>

[View this email in your browser](#)

# ANNOUNCING KETCHUM'S OWNERSHIP AND PRESERVATION PROGRAM

## HELPING MAKE LOCAL HOMEOWNERSHIP POSSIBLE...



The City of Ketchum, with administrative support from Blaine County Housing Authority, is launching a new initiative entitled the Ownership and Preservation Program to help preserve local



ownership and occupancy of residences in the city. The program begins immediately and will help to make homeownership possible for those who work and live in the community. Through the program, the city will pay cash incentives (up to 15–30% of a home’s value) to current qualified Ketchum homeowners, or those purchasing a home in Ketchum, in exchange for recording a deed restriction on their property.

[Read the full press release](#)

*“While Category Local households earn too much for other programs, they struggle to attain ownership and housing stability through market-rate housing. This program is a proven tool that supports higher income levels, above 140% area median income, and complements the other programs and efforts in the Housing Action Plan.”*

**—Carissa Connely, Ketchum Housing Director**

Currently, 60% of Ketchum’s housing stock is vacant, being primarily used as vacation homes or short-term rentals. Participation in the Ownership and Preservation Program helps ensure that property is preserved for housing local residents year-round, instead of sitting vacant.

[Click here to learn more about the program or apply](#)



## City of Ketchum

PO Box 2315 | Ketchum, Idaho | 83340

208.726.3841 | [ProjectKetchum.org](http://ProjectKetchum.org)

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City of Ketchum + BCHA · PO Box 2315 · 480 East Avenue N · Ketchum, ID 83340-2315 · USA

**From:** Bruce Hinckley <bdh@alchemiesites.com>

**Sent:** Sunday, January 21, 2024 1:01 PM

**To:** Neil Bradshaw <NBradshaw@ketchumidaho.org>; Participate <participate@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>

**Cc:** Bruce Hinckley <bdh@alchemiesites.com>

**Subject:** Ketchum Streetscapes

Mister Mayor and Council Members,

I find it curious that though several of you mention the importance of maintaining Ketchum's history, heritage, and authenticity in your mission statements and campaign materials, and two of your current Main Street Art & History Goals are to "Stimulate Learning & Understanding of Ketchum's History" and to "Maintain Historical Relevance & Sensitivity", that you would choose to ignore the dozens of citizens, artists, and craftsmen in the Ketchum area, who spent hundreds of hours in developing Ketchum's original Streetscape Standards between 1988 and 1992.

These efforts were the result of the first and so far the only juried competition to be held in Ketchum for the purpose of preserving and improving the character of Ketchum's downtown. Some of you may remember the original Ketchum Town Square on Fourth and Main Street (shown below), and there are remnants of this work at each entrance to town, at the Warm Springs Base, at the two Town Parking Lots, at the approach to River Run, and elsewhere.

All of this material was developed after extensive research into the history and heritage of Ketchum's unique trapping-sheep herding & shipping-mining-railroad- and winter sports heritage. Recognizing that few of us would be here without the creation of the Sun Valley Resort by the Union Pacific Railroad, it was decided to use that iconography for Brand Ketchum, throughout the City.

Sign Posts, Lamp Posts, and a complement of Street Furniture were developed to display important information to locals and tourists, using a deliberately chronologically ambiguous design which would look good in front of both historic and contemporary buildings.

What has happened to this work, and why haven't you heard about it before now? It all comes down to jealousy and self interest really (see Shakespeare/Othello/Iago).

A new City Council commissioned and installed the first phases of this work, in what was intended to be a long term plan to strengthen and maintain Brand Ketchum. But (there is too often a but), the owner and editor of the local paper was furious that her husband, the previous mayor, had been defeated (after accomplishing very little in 12 years), and she set about attacking all of this collective effort.

She was assisted in this effort by the City Administrator who had been hired by her husband and continued to serve this and many (too many) subsequent administrations.

When a new City Mayor and Council were voted into office, this City Administrator ceased all maintenance of these publicly funded streetscape improvements, and began lobbying to have them removed. Many intersection planters, lighting and signage elements were destroyed and the original Town Square, located on Main Street (where it belongs), was also destroyed, all of this without public hearings or input.

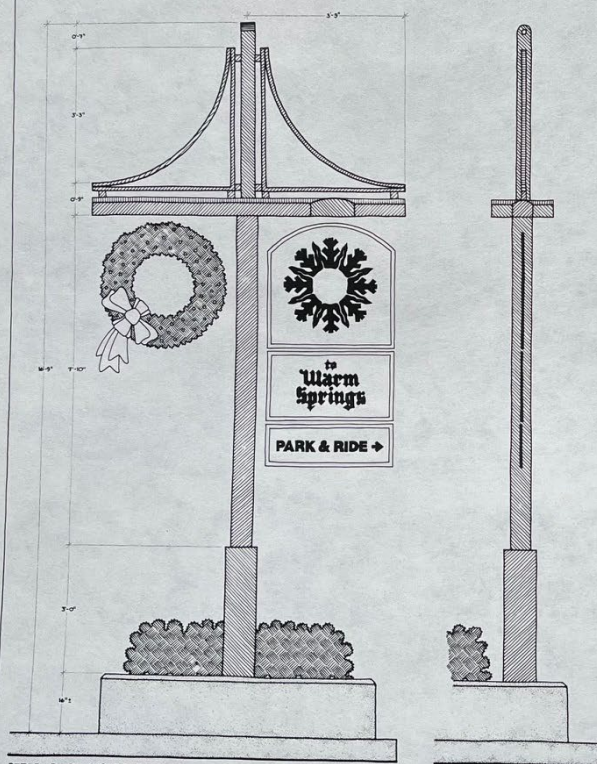
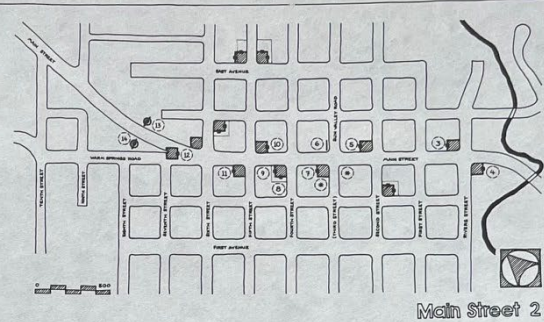
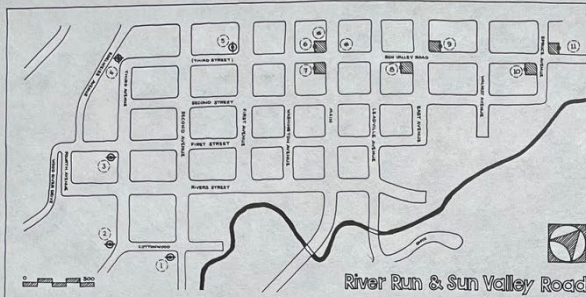
In subsequent years a new signage, lighting, and street furniture package was installed, without public hearings or input, and elements of this package continue to be displayed along Fourth Street and around town. Some of this material was even mounted on the original Ketchum Streetscape poles, too high to be legible, graphically clumsy (note the giant K, the silly poly-chrome arrows, too much information to read at a glance). None of the streetscape elements of this era (early 2000) relate in any way to the history, heritage, and authenticity of Ketchum.

Which brings us to your proposal for Ketchum Streetscape improvements. The signage, lighting, planters, benches, and other street furniture elements in this current plan bear no relationship whatsoever to the history, heritage, and authenticity of our town. They are generic and banal, and could be seen anywhere from Sacramento to Singapore.

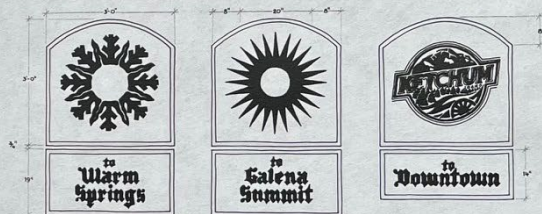
Why? The current City Administrator, during the most recent Public Hearing on this subject, said in effect that “cities typically change their streetscape standards every 15 to 20 years”. What a very foolish and dangerous way to compromise Brand Ketchum. People, both locals and tourists alike, are looking for something that they can be proud of, something which respects their heritage, something of quality, which lasts. Something unique and timeless.

Do you really want to saddle us with another twenty or thirty years of generic, banal street improvements? Or are you willing to provide some genuine leadership by doing this the right way; respecting and building upon what others have done before you?

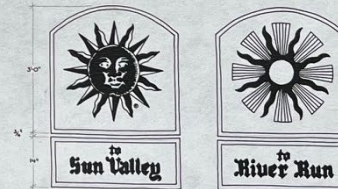
Thank you for listening, and I look forward to hearing from you,  
Respectfully,



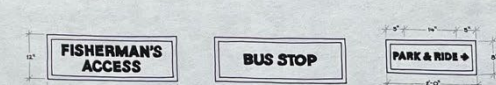
post-mounted  
vehicular scale signs:



## LOGO SIGNS



## ROUTE SIGNS



## INFORMATION SIGNS

INFORMATION SIGN TYPES:	
TOURIST SERVICES	WAGON RVS
PUBLIC RESTROOMS	WINTER FEAT
PUBLIC TELEPHONES	ETC, ETC, ETC.
PUBLIC PARKING	
PUBLIC TRAILHEAD	
BUS STOP	
WELCOME	
PARK & RIDE	
SKI LIFTS	
FISHERMAN'S ACCESS	
RIVER LEADING & UNLOADING	
INTERNATIONAL SYMBOLS (VARIOUS)	

wall-mounted  
pedestrian scale  
signs:



アルカミ  
Alchemie

P.O. BOX 604, SUN VALLEY, IDAHO 83353 USA (208) 726-3256

アメリカ音楽家、ALLS アイダの州サンバレー私書箱604

the Ketchum SIGNAGE SYSTEM  
Ketchum, Idaho, USA

Ketchum, Idaho, USA





# KETCHUM STREETS: 1988-1992

A CITY-WIDE IMPROVEMENT PROJECT PROVIDING A CONTEXT for the CITY of KETCHUM, IDAHO

Alchemie BRUCE D. HINKLEY, LANDSCAPE ARCHITECT · DON & STAMP, ARCHITECT · JOAN E. NELSON, LANDSCAPE ARCHITECT BK. 604 SUN VALLEY, IDAHO 83359 208 726-3256

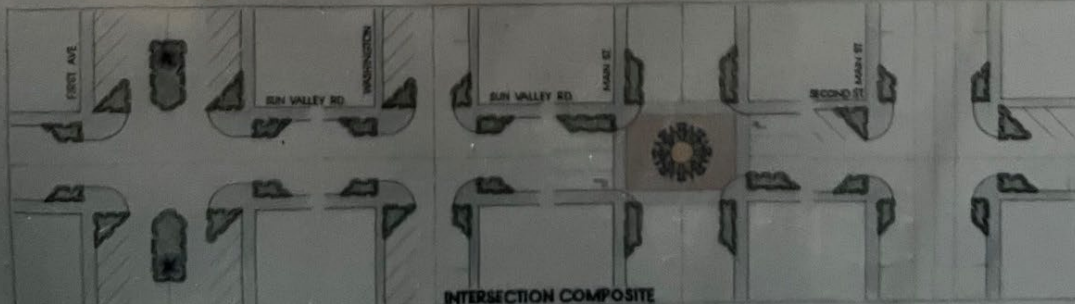
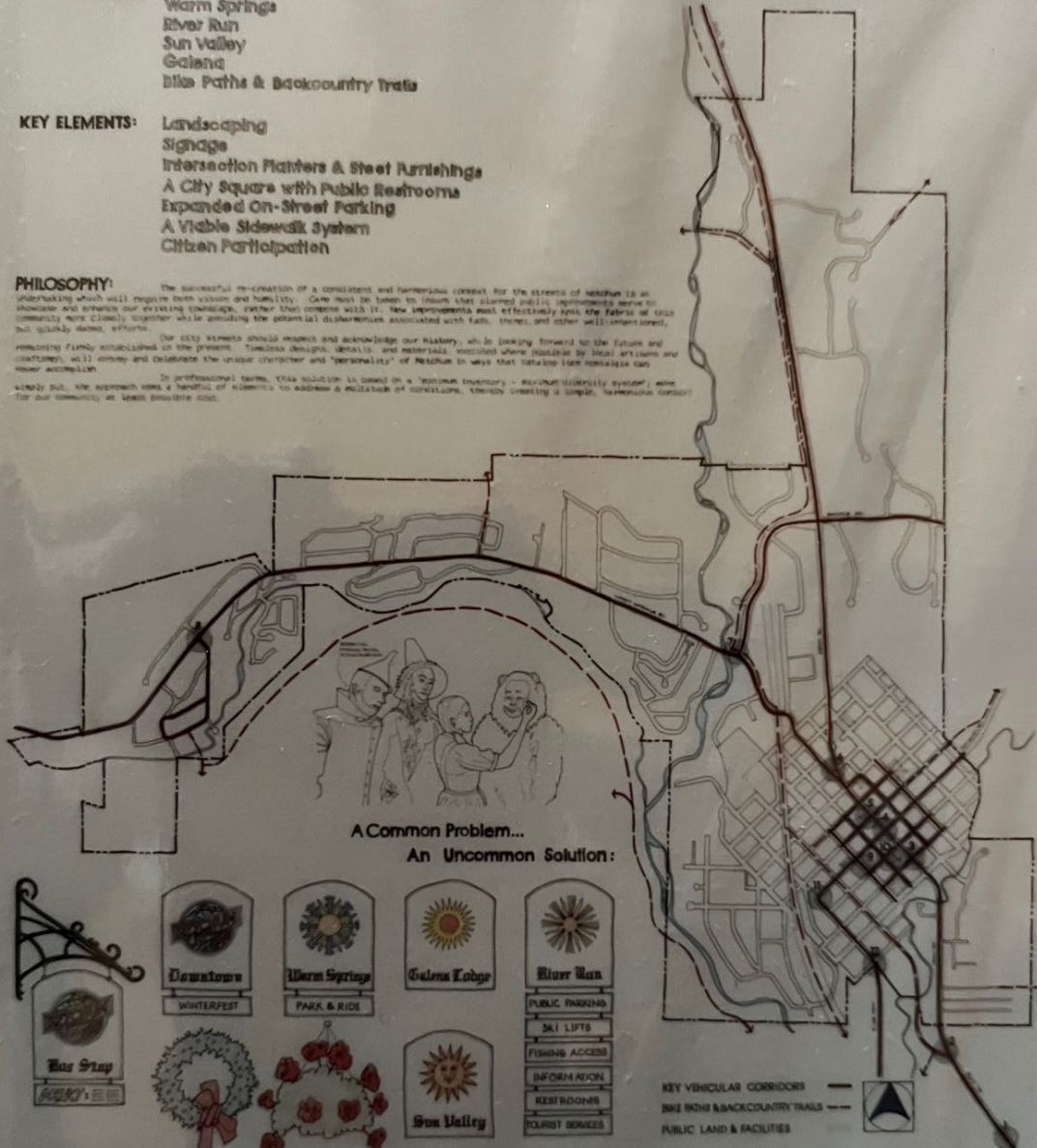
**KEY CORRIDORS:** Main Street  
Warm Springs  
River Run  
Sun Valley  
Galena  
Bike Paths & Backcountry Trails

**KEY ELEMENTS:** Landscaping  
Signage  
Intersection Planters & Street Furnishings  
A City Square with Public Restrooms  
Expanded On-Street Parking  
A Viable Sidewalk System  
Citizen Participation

**PHILOSOPHY:** The successful re-creation of a consistent and harmonious context for the streets of Ketchum is an undertaking which will require both vision and humility. Care must be taken to insure that planned public improvements serve to showcase and enhance our existing townscape, rather than compete with it. New improvements must effectively link the fabric of our community more closely together while avoiding the potential disharmonies associated with fads, trends, and other well-intentioned, but quickly dated, efforts.

Our city streets should respect and acknowledge our history, while looking forward to the future and providing family surroundings in the present. Timeless designs, details, and materials, motivated where possible by local artisans and craftsmen, will convey and celebrate the unique character and "personality" of Ketchum in ways that celebrate how Ketchum can never be duplicated.

In professional terms, this solution is based on a "historic inventory - movement/stillness system" more simply put, the approach uses a handful of elements to address a multitude of conditions, thereby creating a simple, harmonious context for our community at least possible cost.





Bruce D Hinckley  
Landscape Architect  
206-910-2625  
Ketchum  
**ALCHEMIE**



## Participate

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**From:** Maggie Rudigoz <maggierudigoz@gmail.com>  
**Sent:** Thursday, January 18, 2024 12:46 PM  
**To:** Participate  
**Subject:** USPS - home delivery

At the instruction of Mike Simpson's office I am writing to request that the City work with USPS to arrange for home mail delivery in Ketchum.

Thank you.

Maggie

Maggie Rudigoz Goldberg  
P.O. Box 2554  
Ketchum, ID 83340

208 720 0429

## Participate

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**From:** biche Rudigoz <bicherudy@gmail.com>  
**Sent:** Thursday, January 18, 2024 11:50 AM  
**To:** Participate  
**Subject:** P.O.BOX

To whom it may concern I am writing this email in regards to the price of our PO boxes. Why is the city of Ketchum people paying \$200 for a PO Box in the town south of us there is home delivery for free. I would like to see this change I know that it was Over to box's in the early 90s! I just don't understand why 12 miles south is free and we're paying \$200 for Postal Service that can't even be filled. Thank you.

Biche

Sent from my iPhone

-----Original Message-----

From: Maggie Rudigoz <maggierudigoz@gmail.com>

Sent: Thursday, January 25, 2024 10:47 AM

To: Participate <participate@ketchumidaho.org>

Subject: Re: USPS - home delivery

Thank you for responding.

Further on this subject, there is some verbiage I've seen somewhere (on USPS website maybe) that says if USPS cannot deliver mail they must provide a free post office box. Do you know anything about this?

If seems if mail delivery is not possible a free box should be the alternative.

Thanks again,

Maggie

**From:** Info <[info@visitsunvalley.com](mailto:info@visitsunvalley.com)>  
**Sent:** Sunday, January 28, 2024 7:45 AM  
**To:** Info <[info@visitsunvalley.com](mailto:info@visitsunvalley.com)>  
**Subject:** New General Inquiry from Ryan Gray

Hi there, I'm hoping this message can find its way to the right people, or that you can let me know who I should be in contact with.

I've been coming to Sun valley (from Boise) for decades with my family. We ski, fly fish, hike, etc - all the normal Sun Valley stuff.

We were excited to take our shiny new EV on our most recent trip to Ketchum. But it was a really bad experience. There is not a single working fast charger in the area. The closest ones are mountain home and twin falls. This makes it impossible to make a round trip in most EVs. It seems that many of the overnight chargers are out of order, including the ones at the lodge.

This all means we won't be coming back to Sun Valley until the infrastructure improves. Instead we'll head to Jackson WY (lots of fast charging reasonably close by) and McCall (fast chargers coming soon).

Hoping this is a temporary problem,  
Ryan Gray

-Ryan Gray ( [ryangray0@gmail.com](mailto:ryangray0@gmail.com) )

## Participate

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**From:** Amanda DeHaas <dehaasamanda@gmail.com>  
**Sent:** Monday, January 29, 2024 10:45 AM  
**To:** Participate  
**Subject:** Urgent: Transforming Fourth Street into a Dedicated Space for Bikes and Pedestrians during Main street reconstruction project

I hope this letter finds you well. I am writing as a concerned resident in light of the ongoing Main Street re-do project, seeking to provide input on the need for improved bike and pedestrian infrastructure in our city, particularly on Fourth Street.

The absence of north-to-south bike routes and the current lack of dedicated spaces for non-motorized transportation pose significant challenges for residents, especially for children commuting between Hemingway Elementary School, Montessori, and the Community Library.

One of the major obstacles children face is the necessity to share the road with cars that are too tall to see them below their dash view. This creates a hazardous situation, particularly considering the small size of children compared to cars. I strongly advocate for the transformation of Fourth Street into a dedicated space for bikes and pedestrians to ensure the safety of our younger community members.

In addition to addressing safety concerns, I am in favor of a comprehensive approach to improving our city's infrastructure. This includes supporting a reduction in parking spaces. Currently, our city has an excessive number of parking spaces, surpassing those of any ski town by about 80%. By reclaiming some of these spaces, we can prioritize alternative modes of transportation, contributing to a more sustainable and pedestrian-friendly urban environment.

I understand the complexities involved in urban planning, and I believe these proposed changes align with our city's commitment to creating a safe, accessible, and environmentally conscious community. I urge you to consider these suggestions as essential steps in enhancing the well-being and safety of our residents.

Thank you for your time and dedication to our community. I am hopeful that these initiatives will be seriously considered and integrated into the ongoing planning efforts for our city.

Amanda DeHaas

## Participate

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Monday, January 29, 2024 1:59 PM  
**To:** Neil Bradshaw  
**Cc:** Amanda Breen; Courtney Hamilton; Tripp Hutchinson; Spencer Cordovano; Participate  
**Subject:** Re: PUBLIC COMMENT/ KCC MEETING/ FEB 5 2024: "CLOUD SEEDING" TOXICITIES

Thanks, Neil.

At the end of that Jan 2023 letter I made suggestions; I will give some further thought on what might be practical and revert shortly.

Jim

El lun, 29 ene 2024 a las 13:27, Neil Bradshaw (<[NBradshaw@ketchumidaho.org](mailto:NBradshaw@ketchumidaho.org)>) escribió:

Thanks for your email Jim

I would be interested in the suggested policy for the Ketchum council to adopt

As you know, we have no jurisdiction over this matter

I am sympathetic to your claims but am not sure what action we could possibly take

Happy to discuss further

Cheers

Neil

**NEIL BRADSHAW | CITY OF KETCHUM**

**Mayor**

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

o: 208.727.5087 | m: 208.721.2162

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

On Jan 29, 2024, at 11:27 AM, James Hungelmann <[jim.hungelmann@gmail.com](mailto:jim.hungelmann@gmail.com)> wrote:

**Mayor Bradshaw and City Councilors**

**City of Ketchum**

**Ketchum City Council Meeting of february 5, 2024, 2023**

**GENERAL PUBLIC COMMENT / "CLOUD SEEDING" TOXICITIES**

**Dear Mayor and Councilors,**

**It has been over one year since my letter to you on this subject; see copy below.**

**The response from you so far has been Dead Silence.**

**Will this Council continue to duck and deny legitimate public inquiry on the ongoing blitzkrieg in our skies, or will you responsibly address this important matter of health and safety?**

**And what is up with the "seeding" this year? - Lots of aerial spraying and yet a horse-laughable dud of a snow year. 🚫 What then is that filthy mist coming down on our children's heads? Pow pow? Is it safe for them to keep eating the white "snow" when on recess at school?**

**Thank you in advance for your kind and thorough reply.**

**Jim**

January 16, 2023

Mayor Bradshaw and City Councilors

City of Ketchum

Ketchum City Council Meeting of January 17, 2023

GENERAL PUBLIC COMMENT

Re:

***Health and Safety concern about Contaminants in Cloud Seeding:  
Pay for Snow – At what cost?***

Dear Mayor and Councilors:

**REQUEST IS HEREBY MADE TO YOU**, in the interest of protecting public health and safety, to test the level of contamination appearing in our snowfall and rains; to evaluate and publicly communicate any risks to health and the environment so indicated; and to force by process of law the shutdown of any cloud seeding activities assessed to be unreasonably dangerous.

### **Background**

How nice it has been to see the snow coming - and coming and coming. A banner year, some say. We have our Pray for Snow parties, but as it turns out, there is no need. We have Pay for Snow - and have had for quite some time, they now say. After many years of silence, distraction, and denial, suddenly the mainstream reporting is telling us all about cloud seeding



and how it has been going on for decades, including locally. See, for example, “*Cloud Seeding: Will science be the answer to our snow prayers?*” Sun Valley Magazine (Winter 2022/23).

## **What is Cloud Seeding?**

Cloud seeding is a weather modification technique that involves introducing chemical substances into clouds to convert a greater percent of the moisture available in clouds into precipitation that reaches the earth’s surface. According to the mainstream depiction, cloud seeding involves the release of silver iodide (AgI) vapors into the atmosphere using ground-based propane generators or dropping it from aircraft amid storms. The silver iodide particles serve as a nucleating agent for the formation of ice crystals. Mentioned also by some mainstreamers to be in the chemical mix are potassium iodide, dry ice, and even compressed liquid propane.

## **Pros of Cloud Seeding**

Proponents tout that cloud seeding can increase precipitation and snow falls by up to 15% above what would be available from the normal hydrological cycle, with year-to-year consistency that mitigates increasingly volatile and destructive weather conditions including drought and flood. If true, a consistent 15% increase, without downsides, is an attractive proposition for all parties currently participating in contracted cloud seeding services, including power companies, water boards and districts, agriculturalists, and mountain resorts.

## **Cons**

Opponents insist that cloud seeding as reported is not only expensive, requiring airplanes and chemical supply, but that much of the scientific literature indicates that it fails to achieve any meaningful increase in precipitation in the short-term and could well be disastrously counterproductive long-term as natural weather is derailed; and further, that silver iodide is a highly toxic substance to which chronic exposure is exceptionally damaging for humans and the

environment. They claim that cloud seeding interferes with and sabotages the natural hydrological cycle and alters the amount and distribution of precipitation that falls within a particular region, potentially causing problems such as drought in some areas and flooding in others.

#### **- Human toxicity**

Humans absorb silver iodide through the lungs, nose, skin, and GI tract. Mild exposure can cause GI irritation, renal and pulmonary lesions, and mild argyria (blue or black discoloration of the skin). Severe accumulated exposure can result in hemorrhagic gastroenteritis, shock, enlarged heart, severe argyria, and death by respiratory depression. A key manufacturer of silver iodide for weather modification, Deepwater Chemicals, warns of potential health hazards of silver iodide in its Material Safety Data Sheet as follows:

Chronic Exposure/Target Organs: Chronic ingestion of iodides may produce “iodism”, which may be manifested by skin rash, running nose, headache and irritation of the mucous membranes. Weakness, anemia, loss of weight and general depression may also occur. Chronic inhalation or ingestion may cause argyria characterized by blue-gray discoloration of the eyes, skin and mucous membranes. Chronic skin contact may cause permanent discoloration of the skin.

#### **- Toxicity to Environment including water and food supply**

Environmental agencies rate silver iodide as a non-soluble, inorganic, hazardous chemical that accumulates in and pollutes water and soil and all living things. Silver iodide is classified as an "extremely hazardous substance" by the Environmental Protection Agency. Under the guidelines of the Clean Water Act, silver iodide is considered a “priority” toxic pollutant, considered to be particularly harmful to human health and the environment.

In a 1971 “Freezing Nucleation” patent (US3587966A), the ongoing use of silver iodide is explained as follows:

The early great success with silver iodide as a freezing nucleant for clouds led to the supposition that because silver iodide has a crystal structure somewhat similar to ice, its success in freezing nucleation was entirely due to this fact. *Some fear has recently been*

*expressed about the toxicity of silver iodide. Accordingly, a search has been made for other crystals which would have similar crystalline form, in the hope that they would prove to be freezing nucleants. Limited success has been made in this direction. (Emphasis added.)*

Knowing all this, who wants to take the risk for a possible additional 15% moisture, unless the level of actual contamination can be scientifically shown to be safe?

### **The Rest of the Story**

Evidence-based forensic analysts challenge the mainstream depiction of cloud seeding, of twinengine Pipers flying into clouds with silver iodide-releasing flares attached to the wings, as misleading and not the predominant method of cloud seeding. They point out that in recent years our snow has been exhibiting very bizarre characteristics which cannot be explained by the presence of silver iodide alone. These unusual characteristics include: snow being extremely compacted and slick, making it dangerous for walking and driving; people who work or play in it experiencing disorientation, dizziness, and nausea, as well as difficulty breathing; snow sliding off the tops of cars and roofs in sheets, crashing with a metallic sound and impact; snow charring rather than melting when exposed to flame; having a strange chemical odor; coming down in amorphous globs rather than naturally formed, hexagonal shaped flakes; being exceptionally difficult to push around and damaging heavy-duty snow removal equipment; and shrinking and sublimating directly to gas, bypassing the liquid state and often leaving little trace of melted water behind. Lots of snow maybe, but little to show for it. All of this begs the need for close scrutiny: What is in this stuff coming down?

These forensic observers maintain that what is called cloud seeding is only part of large-scale operations designed to modify and control the climate, which involve fleets of jet aircraft specially equipped with aerosol spray nozzles releasing heavy loads of a nanoparticulate mix of aluminum, barium, strontium, polymer fibers, and anti-coagulating surfactants, showing up as massive trails drifting across the skies in waves and especially pronounced in advance of storms. They claim that air, soil and water sampling consistently show dangerously high levels of toxicity in the mix. Some experts also suspect that the aerosols contain hazardous biological materials, such as bacteria, viruses, and other natural or modified microorganisms and possibly even vaccines or other so-called “biological therapeutics”.

These same analysts insist that current climate intervention efforts serve to derail atmospheric chemistry and destroy the natural hydrological cycle, which has led to more frequent and more severe weather events like ice storms and flooding. They also maintain that climate intervention is the primary cause of overall climate deterioration today.

To conclude, on multiple occasions in recent years, I and others have urged this Council, on the record, to *Strip Search the Elephant in the Sky*, to investigate the visible geoengineering activities taking place that most people are hesitant or afraid to talk about. Regrettably, the Council's reply has been silence, denial, and even ridicule. This aligns with the ominous observation that "the most grossly obvious facts can be ignored when they are unwelcome."

### **A Call to Action**

I respectfully submit that, given the serious threat represented by "cloud seeding" activities as are now being publicly acknowledged, it is legally and ethically incumbent on the City of Ketchum, with neighboring municipalities, to implement periodic professional testing of toxicities in our snow and rain and to take appropriate action to protect public health, safety and the environment. This is not a costly proposition and by so doing, the Council would be setting an example for future generations on the importance of facing our most significant challenges head-on.

Thank you for taking the time to consider and respond to this matter.

Jim Hungelmann

Ketchum

**From:** JR <[johnryanheatly@gmail.com](mailto:johnryanheatly@gmail.com)>

**Sent:** Tuesday, January 30, 2024 4:57 PM

**To:** Courtney Hamilton <[CHamilton@ketchumidaho.org](mailto:CHamilton@ketchumidaho.org)>; Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>;  
Tripp Hutchinson <[thutchinson@ketchumidaho.org](mailto:thutchinson@ketchumidaho.org)>

**Subject:** Request for Implementation of a Safe Walk to School Program

Dear Members of the City Council,

I am writing to express my concerns regarding the safety of children walking to school, particularly during the winter months when icy sidewalks pose a significant hazard. As a concerned resident of Ketchum and a parent, I believe it is crucial to address this issue to ensure the well-being of our community's children.

Walking to school is an essential part of many children's daily routine, promoting physical activity and independence. However, the current conditions of the sidewalks, especially during icy weather, make this journey hazardous for our young residents. I have personally observed numerous instances of children slipping and falling on icy sidewalks, putting them at risk of injury. My own child recently slipped and hit his head on the icy sidewalk located in front of 671 1st ave north. The icy sidewalks also cause pedestrians to use the roadway to avoid the hazard which could lead to an accident.

To address this concern, I am kindly requesting the City Council to consider implementing a Safe Walk to School Program along the continuous sidewalk located on the west side of 1st ave. This program could include the following measures:

- **Regular Inspection and Maintenance of Sidewalks:** Schedule routine inspections of sidewalks along popular routes to schools and promptly address any issues such as icy patches or uneven surfaces.
- **Sidewalk De-icing:** Ensure that sidewalks on popular walking routes to schools are regularly treated with de-icing agents during winter months to reduce the risk of slips and falls.
- **Increased Lighting:** Improve street lighting along walking routes to schools to enhance visibility, especially during early morning and late afternoon hours when visibility is limited.
- **Community Education:** Launch a community-wide campaign to educate residents about the importance of maintaining safe sidewalks and encourage them to promptly report any unsafe conditions to the appropriate authorities.

I believe that the implementation of a Safe Walk to School Program will not only address the immediate safety concerns but also contribute to the overall well-being of our community. I kindly request that the City Council reviews and considers the feasibility of these measures to enhance the safety of our children while walking to school.

I appreciate your time and attention to this matter, and I look forward to hearing about any actions or initiatives taken to address this important issue.

Thank you for your dedication to our community's safety.

Sincerely,

JR Heatly  
949-280-0795  
[johnryanheatly@gmail.com](mailto:johnryanheatly@gmail.com)

## Participate

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Monday, January 29, 2024 1:59 PM  
**To:** Neil Bradshaw  
**Cc:** Amanda Breen; Courtney Hamilton; Tripp Hutchinson; Spencer Cordovano; Participate  
**Subject:** Re: PUBLIC COMMENT/ KCC MEETING/ FEB 5 2024: "CLOUD SEEDING" TOXICITIES

Thanks, Neil.

At the end of that Jan 2023 letter I made suggestions; I will give some further thought on what might be practical and revert shortly.

Jim

El lun, 29 ene 2024 a las 13:27, Neil Bradshaw (<[NBradshaw@ketchumidaho.org](mailto:NBradshaw@ketchumidaho.org)>) escribió:

Thanks for your email Jim

I would be interested in the suggested policy for the Ketchum council to adopt

As you know, we have no jurisdiction over this matter

I am sympathetic to your claims but am not sure what action we could possibly take

Happy to discuss further

Cheers

Neil

**NEIL BRADSHAW | CITY OF KETCHUM**

**Mayor**

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

o: 208.727.5087 | m: 208.721.2162

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

On Jan 29, 2024, at 11:27 AM, James Hungelmann <[jim.hungelmann@gmail.com](mailto:jim.hungelmann@gmail.com)> wrote:

**Mayor Bradshaw and City Councilors**

**City of Ketchum**

**Ketchum City Council Meeting of february 5, 2024, 2023**

**GENERAL PUBLIC COMMENT / "CLOUD SEEDING" TOXICITIES**

**Dear Mayor and Councilors,**

**It has been over one year since my letter to you on this subject; see copy below.**

**The response from you so far has been Dead Silence.**

**Will this Council continue to duck and deny legitimate public inquiry on the ongoing blitzkrieg in our skies, or will you responsibly address this important matter of health and safety?**

**And what is up with the "seeding" this year? - Lots of aerial spraying and yet a horse-laughable dud of a snow year. 🚫 What then is that filthy mist coming down on our children's heads? Pow pow? Is it safe for them to keep eating the white "snow" when on recess at school?**

**Thank you in advance for your kind and thorough reply.**

**Jim**



January 16, 2023

Mayor Bradshaw and City Councilors

City of Ketchum

Ketchum City Council Meeting of January 17, 2023

GENERAL PUBLIC COMMENT

Re:

***Health and Safety concern about Contaminants in Cloud Seeding:  
Pay for Snow – At what cost?***

Dear Mayor and Councilors:

**REQUEST IS HEREBY MADE TO YOU**, in the interest of protecting public health and safety, to test the level of contamination appearing in our snowfall and rains; to evaluate and publicly communicate any risks to health and the environment so indicated; and to force by process of law the shutdown of any cloud seeding activities assessed to be unreasonably dangerous.

### **Background**

How nice it has been to see the snow coming - and coming and coming. A banner year, some say. We have our Pray for Snow parties, but as it turns out, there is no need. We have Pay for Snow - and have had for quite some time, they now say. After many years of silence, distraction, and denial, suddenly the mainstream reporting is telling us all about cloud seeding

and how it has been going on for decades, including locally. See, for example, “*Cloud Seeding: Will science be the answer to our snow prayers?*” Sun Valley Magazine (Winter 2022/23).

## **What is Cloud Seeding?**

Cloud seeding is a weather modification technique that involves introducing chemical substances into clouds to convert a greater percent of the moisture available in clouds into precipitation that reaches the earth’s surface. According to the mainstream depiction, cloud seeding involves the release of silver iodide (AgI) vapors into the atmosphere using ground-based propane generators or dropping it from aircraft amid storms. The silver iodide particles serve as a nucleating agent for the formation of ice crystals. Mentioned also by some mainstreamers to be in the chemical mix are potassium iodide, dry ice, and even compressed liquid propane.

## **Pros of Cloud Seeding**

Proponents tout that cloud seeding can increase precipitation and snow falls by up to 15% above what would be available from the normal hydrological cycle, with year-to-year consistency that mitigates increasingly volatile and destructive weather conditions including drought and flood. If true, a consistent 15% increase, without downsides, is an attractive proposition for all parties currently participating in contracted cloud seeding services, including power companies, water boards and districts, agriculturalists, and mountain resorts.

## **Cons**

Opponents insist that cloud seeding as reported is not only expensive, requiring airplanes and chemical supply, but that much of the scientific literature indicates that it fails to achieve any meaningful increase in precipitation in the short-term and could well be disastrously counterproductive long-term as natural weather is derailed; and further, that silver iodide is a highly toxic substance to which chronic exposure is exceptionally damaging for humans and the

environment. They claim that cloud seeding interferes with and sabotages the natural hydrological cycle and alters the amount and distribution of precipitation that falls within a particular region, potentially causing problems such as drought in some areas and flooding in others.

#### **- Human toxicity**

Humans absorb silver iodide through the lungs, nose, skin, and GI tract. Mild exposure can cause GI irritation, renal and pulmonary lesions, and mild argyria (blue or black discoloration of the skin). Severe accumulated exposure can result in hemorrhagic gastroenteritis, shock, enlarged heart, severe argyria, and death by respiratory depression. A key manufacturer of silver iodide for weather modification, Deepwater Chemicals, warns of potential health hazards of silver iodide in its Material Safety Data Sheet as follows:

Chronic Exposure/Target Organs: Chronic ingestion of iodides may produce “iodism”, which may be manifested by skin rash, running nose, headache and irritation of the mucous membranes. Weakness, anemia, loss of weight and general depression may also occur. Chronic inhalation or ingestion may cause argyria characterized by blue-gray discoloration of the eyes, skin and mucous membranes. Chronic skin contact may cause permanent discoloration of the skin.

#### **- Toxicity to Environment including water and food supply**

Environmental agencies rate silver iodide as a non-soluble, inorganic, hazardous chemical that accumulates in and pollutes water and soil and all living things. Silver iodide is classified as an "extremely hazardous substance" by the Environmental Protection Agency. Under the guidelines of the Clean Water Act, silver iodide is considered a “priority” toxic pollutant, considered to be particularly harmful to human health and the environment.

In a 1971 “Freezing Nucleation” patent (US3587966A), the ongoing use of silver iodide is explained as follows:

The early great success with silver iodide as a freezing nucleant for clouds led to the supposition that because silver iodide has a crystal structure somewhat similar to ice, its success in freezing nucleation was entirely due to this fact. *Some fear has recently been*

*expressed about the toxicity of silver iodide. Accordingly, a search has been made for other crystals which would have similar crystalline form, in the hope that they would prove to be freezing nucleants. Limited success has been made in this direction. (Emphasis added.)*

Knowing all this, who wants to take the risk for a possible additional 15% moisture, unless the level of actual contamination can be scientifically shown to be safe?

### **The Rest of the Story**

Evidence-based forensic analysts challenge the mainstream depiction of cloud seeding, of twinengine Pipers flying into clouds with silver iodide-releasing flares attached to the wings, as misleading and not the predominant method of cloud seeding. They point out that in recent years our snow has been exhibiting very bizarre characteristics which cannot be explained by the presence of silver iodide alone. These unusual characteristics include: snow being extremely compacted and slick, making it dangerous for walking and driving; people who work or play in it experiencing disorientation, dizziness, and nausea, as well as difficulty breathing; snow sliding off the tops of cars and roofs in sheets, crashing with a metallic sound and impact; snow charring rather than melting when exposed to flame; having a strange chemical odor; coming down in amorphous globs rather than naturally formed, hexagonal shaped flakes; being exceptionally difficult to push around and damaging heavy-duty snow removal equipment; and shrinking and sublimating directly to gas, bypassing the liquid state and often leaving little trace of melted water behind. Lots of snow maybe, but little to show for it. All of this begs the need for close scrutiny: What is in this stuff coming down?

These forensic observers maintain that what is called cloud seeding is only part of large-scale operations designed to modify and control the climate, which involve fleets of jet aircraft specially equipped with aerosol spray nozzles releasing heavy loads of a nanoparticulate mix of aluminum, barium, strontium, polymer fibers, and anti-coagulating surfactants, showing up as massive trails drifting across the skies in waves and especially pronounced in advance of storms. They claim that air, soil and water sampling consistently show dangerously high levels of toxicity in the mix. Some experts also suspect that the aerosols contain hazardous biological materials, such as bacteria, viruses, and other natural or modified microorganisms and possibly even vaccines or other so-called “biological therapeutics”.

These same analysts insist that current climate intervention efforts serve to derail atmospheric chemistry and destroy the natural hydrological cycle, which has led to more frequent and more severe weather events like ice storms and flooding. They also maintain that climate intervention is the primary cause of overall climate deterioration today.

To conclude, on multiple occasions in recent years, I and others have urged this Council, on the record, to *Strip Search the Elephant in the Sky*, to investigate the visible geoengineering activities taking place that most people are hesitant or afraid to talk about. Regrettably, the Council's reply has been silence, denial, and even ridicule. This aligns with the ominous observation that "the most grossly obvious facts can be ignored when they are unwelcome."

### **A Call to Action**

I respectfully submit that, given the serious threat represented by "cloud seeding" activities as are now being publicly acknowledged, it is legally and ethically incumbent on the City of Ketchum, with neighboring municipalities, to implement periodic professional testing of toxicities in our snow and rain and to take appropriate action to protect public health, safety and the environment. This is not a costly proposition and by so doing, the Council would be setting an example for future generations on the importance of facing our most significant challenges head-on.

Thank you for taking the time to consider and respond to this matter.

Jim Hungelmann

Ketchum

## Participate

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Sunday, February 4, 2024 11:09 PM  
**To:** Neil Bradshaw  
**Cc:** Amanda Breen; Courtney Hamilton; Tripp Hutchinson; Spencer Cordovano; Participate  
**Subject:** Re: PUBLIC COMMENT/ KCC MEETING/ FEB 5 2024: "CLOUD SEEDING" TOXICITIES

### ***FOR THE RECORD OF 5 FEB 2024 KCC MEETING***

February 5, 2024

Mayor Bradshaw and City Councilors

City of Ketchum

Ketchum City Council Meeting of February 5, 2024

GENERAL PUBLIC COMMENT

Re:

*Health and Safety concerns* about Contaminants in Cloud Seeding/ Weather Modification activities

Dear Mayor Bradshaw and Councilors:

In reply to your email request, I offer the draft letter to the governor set out below as a responsible approach for you and the Council to take.

Sincerely,

Jim

February \_\_, 2024

Mr. Brad Little  
Governor  
State of Idaho

Dear Governor Little:

The purpose of this letter is to ask you to respond publicly to the growing concerns of the public as to the nature and toxic impact of cloud seeding and related weather modification activities going on in the skies locally and all of Idaho. While we deem this matter to be of municipal health and safety importance that merits full investigation and disclosure, our view is that it is most properly addressed by our governor.

The website of the Idaho Department of Water Resources and the State Water Board (IWRB) describes several cloud seeding projects whose stated scope and purpose is as follows: “In Idaho, cloud seeding is used during the cold season to augment high-elevation snowpack.” Silver iodide is indicated to be the primary ice nucleating chemical agent utilized to seed our clouds. In the Wood River Valley, cloud seeding is indicated to have been pursued annually since 2013 as part of what is called *The Idaho Collaborative Cloud Seeding Program*, operated by Idaho Power Company in partnership with the IWRB and local water users who contribute to project funding. That Collaborative Program is said to operate also in the Boise and Upper Snake River Basins, all utilizing remote ground and aircraft spraying.

The following serious concerns have been expressed by members of the public:

1. Not authorized by Idaho law –

In Idaho, “state funds may be used or expended on cloud seeding programs *only in* basins where the water resource board finds that existing water supplies are not sufficient to support existing water rights, water quality, recreation, or fish and wildlife uses dependent on those water supplies.” Idaho Code 42-4301 (4). Critics here indicate that the IWRB has never made any such required Finding that existing water supplies in the Wood River Basin are insufficient to support existing users and insist that such a Finding could not be factually supported.

2. Toxicity of cloud seeding material to humans and the environment –

Concerned members of the public assert that the claim made by the IWRB is false and misleading, that “. . . more than 20 comprehensive studies and data reviews on the environmental effects of the use of AgI for cloud seeding all concur that there is no evidence for adverse effects to human health or the environment from the use of silver iodide for cloud seeding” and that cloud seeding has been going on in the West for decades “without evidence of environmental concern”. They insist that such testing has been very limited and scientifically inadequate to evaluate toxicities.

In fact, all relevant environmental agencies rate silver iodide as a non-soluble, inorganic, hazardous chemical that accumulates in and pollutes water and soil and all living things. Silver iodide is classified as an “extremely hazardous substance” by the Environmental Protection Agency. Under the guidelines of the Clean Water Act, silver iodide is considered a “priority” toxic pollutant, particularly harmful to human health and the environment especially with chronic exposures. Nonetheless, in authorizing cloud seeding projects, the Idaho legislature expressed no concern whatsoever about toxicities of seeding agents and saw fit to provide a blanket protection of immunity from liability from any claims of poisoning or other injury to person or property:

“The act of cloud seeding pursuant to a project funded in whole or in part by the state of Idaho or authorized by the state water resource board shall not be the basis of any claim of liability, including but not limited to trespass or public or private nuisance . . . “ IC 42-4301 (5)

### 3. Unproven augmentation of water –

Critics of Wood River Basin cloud seeding activities hotly dispute the validity of the testing methodology used by Idaho Power and the IWRB as well as the results of such testing supposedly indicating that since 2013, there has been increased snowpack with an average incremental water benefit in the neighborhood of 10%, ranging from 6 to 15% in any year. These critics insist that cloud seeding as reported is not only expensive, requiring installations, airplanes, and chemical supply, but that much of the scientific literature indicates that it fails to achieve any meaningful increase in precipitation in the short-term and could well be disastrously counterproductive long-term as natural weather is derailed. They claim that cloud seeding interferes with and sabotages the natural hydrological cycle and alters the amount and distribution of precipitation that falls within a particular region, potentially causing problems such as drought in some areas and flooding in others and long-term climate deterioration.

### 4. False economics:

Critics also dispute the claimed economic benefits in the Wood River Valley, i.e., “Estimated additional annual runoff of 112,000 acre-feet at a current annual [project] cost of \$670,000” as being based on a 10% annual water gain that cannot be substantiated and not including any costs connected with known but ignored toxicities damaging health and environmental systems essential to our recreation and tourist-based economy.

### 5. Undisclosed related weather modification activities of serious concern to health, safety, and the environment -

Forensic -based analysts challenge the mainstream depiction of cloud seeding as deceptively inadequate. They maintain that what is called seasonal cloud seeding is a small part of large-scale, year-round operations designed to modify and control the climate, which involve fleets of high-altitude jet aircraft specially equipped with aerosol spray nozzles releasing heavy loads of a nanoparticulate mix of aluminum and other heavy metals, polymer fibers, and anti-coagulating surfactants, and showing up as massive trails slowly drifting across the skies in waves and especially pronounced in advance of storms, turning the sky into a grey envelope. They claim that air, soil and water sampling consistently show dangerously high levels of toxicity in the mix. Some professional testing by the public has been reported locally, confirming these worrisome results.

Many complaints from the public have been registered in recent years about our snow exhibiting very bizarre characteristics which cannot be explained by the presence of silver iodide alone. These unusual characteristics include snow being extremely compacted and slick, making it exceptionally dangerous for walking and driving; people who work or play in it experiencing disorientation, dizziness, and nausea, as well as difficulty breathing; snow sliding off the tops of cars and roofs in sheets, crashing with a metallic sound and heavy impact; snow charring rather than melting when exposed to flame and emitting a strange chemical odor; snow coming down in amorphous globs rather than naturally formed, hexagonal shaped flakes; snow rapidly compacting and being



exceptionally difficult to push around and remove; snow shrinking and sublimating directly to gas, bypassing the liquid state, and often leaving little trace of melted water behind; and desiccating and weakening forests making them much more susceptible to disease and “wildfire”.

At the same time, our sunny, deep blue skies that used to prevail in the Wood River Valley and that have been at the heart of our health, happiness, and economic viability are more and more a thing of the past, being replaced by increasingly gloomy, silvery skies.

Lastly, in this era where the deterioration of mental health is a major crisis in Idaho, we find it imperative for state and local governments to model, especially for our youth, the importance of addressing complicated and controversial matters such as this head-on.

Consequently, the City of Ketchum respectfully requests you as governor, in the interest of protecting public health, safety, and the environment, and consistent with sound economics, to

- 1)** Implement systematic testing of contamination levels appearing in our snowfall and rains;
- 2)** Evaluate and publicly communicate those results and disclose any risks to health and the environment so indicated; and,
- 3)** Shutdown any cloud seeding and other weather modification activities assessed to be unreasonably dangerous.

Thank you, Governor, for taking the time to evaluate and publicly respond to these concerns which are shared by many if not all Idaho communities.

Mayor Bradshaw

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Councilors

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El lun, 29 ene 2024 a las 13:27, Neil Bradshaw (<[NBradshaw@ketchumidaho.org](mailto:NBradshaw@ketchumidaho.org)>) escribió:

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I would be interested in the suggested policy for the Ketchum council to adopt

As you know, we have no jurisdiction over this matter

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Happy to discuss further

Cheers

Neil

**NEIL BRADSHAW | CITY OF KETCHUM**

**Mayor**

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

o: 208.727.5087 | m: 208.721.2162

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

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**Mayor Bradshaw and City Councilors**

**City of Ketchum**

**Ketchum City Council Meeting of february 5, 2024, 2023**

**GENERAL PUBLIC COMMENT / "CLOUD SEEDING" TOXICITIES**

**Dear Mayor and Councilors,**

**It has been over one year since my letter to you on this subject; see copy below.**

**The response from you so far has been Dead Silence.**

**Will this Council continue to duck and deny legitimate public inquiry on the ongoing blitzkrieg in our skies, or will you responsibly address this important matter of health and safety?**

**And what is up with the "seeding" this year? - Lots of aerial spraying and yet a horse-laughable dud of a snow year. 🙄 What then is that filthy mist coming down on our children's heads? Pow pow? Is it safe for them to keep eating the white "snow" when on recess at school?**

**Thank you in advance for your kind and thorough reply.**

**Jim**

January 16, 2023

Mayor Bradshaw and City Councilors

City of Ketchum

GENERAL PUBLIC COMMENT

Re:

***Health and Safety concern about Contaminants in Cloud Seeding:  
Pay for Snow – At what cost?***

Dear Mayor and Councilors:

**REQUEST IS HEREBY MADE TO YOU**, in the interest of protecting public health and safety, to test the level of contamination appearing in our snowfall and rains; to evaluate and publicly communicate any risks to health and the environment so indicated; and to force by process of law the shutdown of any cloud seeding activities assessed to be unreasonably dangerous.

**Background**

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**What is Cloud Seeding?**

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### **Pros of Cloud Seeding**

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### **Cons**

Opponents insist that cloud seeding as reported is not only expensive, requiring airplanes and chemical supply, but that much of the scientific literature indicates that it fails to achieve any meaningful increase in precipitation in the short-term and could well be disastrously counterproductive long-term as natural weather is derailed; and further, that silver iodide is a highly toxic substance to which chronic exposure is exceptionally damaging for humans and the environment. They claim that cloud seeding interferes with and sabotages the natural hydrological cycle and alters the amount and distribution of precipitation that falls within a particular region, potentially causing problems such as drought in some areas and flooding in others.

#### **- Human toxicity**

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Knowing all this, who wants to take the risk for a possible additional 15% moisture, unless the level of actual contamination can be scientifically shown to be safe?

#### **The Rest of the Story**

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These forensic observers maintain that what is called cloud seeding is only part of large-scale operations designed to modify and control the climate, which involve fleets of jet aircraft specially equipped with aerosol spray nozzles releasing heavy loads of a nanoparticulate mix of aluminum, barium, strontium, polymer fibers, and anti-coagulating surfactants, showing up as massive trails drifting across the skies in waves and especially pronounced in advance of storms. They claim that air, soil and water sampling consistently show dangerously high levels of toxicity in the mix. Some experts also suspect that the aerosols contain hazardous biological materials, such as bacteria, viruses, and other natural or modified microorganisms and possibly even vaccines or other so-called “biological therapeutics”.

These same analysts insist that current climate intervention efforts serve to derail atmospheric chemistry and destroy the natural hydrological cycle, which has led to more frequent and more severe weather events like ice storms and flooding. They also maintain that climate intervention is the primary cause of overall climate deterioration today.

To conclude, on multiple occasions in recent years, I and others have urged this Council, on the record, to *Strip Search the Elephant in the Sky*, to investigate the visible geoengineering activities taking place that most people are hesitant or afraid to talk about. Regrettably, the

Council's reply has been silence, denial, and even ridicule. This aligns with the ominous observation that "the most grossly obvious facts can be ignored when they are unwelcome."

### **A Call to Action**

I respectfully submit that, given the serious threat represented by "cloud seeding" activities as are now being publicly acknowledged, it is legally and ethically incumbent on the City of Ketchum, with neighboring municipalities, to implement periodic professional testing of toxicities in our snow and rain and to take appropriate action to protect public health, safety and the environment. This is not a costly proposition and by so doing, the Council would be setting an example for future generations on the importance of facing our most significant challenges head-on.

Thank you for taking the time to consider and respond to this matter.

Jim Hungelmann

Ketchum



## Participate

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Friday, February 2, 2024 10:02 AM  
**To:** Participate  
**Cc:** Andrew Guckes; editorialboard@mtexpress.com; gfoley@mtexpress.com  
**Subject:** PUBLIC Comment City Council meeting 2/5 ITEM 14

To the Council:

I urge you to approve the process being proposed by the City Administrator for running the City, with some significant caveats/suggestions. This process was a key part of my campaign for City Council and, two years ago, for Mayor, and it is encouraging to see the City finally take a step toward good governance in representing the electorate.

One key element of a management plan is reporting. It is one thing to adopt a plan, but unless there is a regular reporting process on progress toward deliverables, it is about as useful as the Ketchum Master Transportation Plan. A portion of every City Council meeting should be devoted to hearing progress against the plan. Right now, that only occurs for the Housing Plan.

The other key element of a quality planning process is transparency. Much of Ketchum's business is conducted in darkness. One example—the City has no written records of the Bluebird development process, other than the Mayor choosing the name. How can that be possible unless it was conducted “off-piste”? When the Mayor proclaims the Council is transparent, but it is patently not transparent, it begs the question: what are you hiding from us, and why? For example, the City's acquisition of a dilapidated condo for its Housing program. This was done in secrecy as the very last act of the outgoing Council; while that is legal, it is not ethical (IMO) and undermines confidence in the government. You are about to repeat this mistake in the next Council Meeting.

One of the techniques this administration uses to hide things from the public eye is to hand over taxpayer money to unaccountable organizations. The list is long: BCHA, KCDC, FSVA, VSV, SVASB, Mountain Rides, the housing mediation program, BCCF, hand-selected citizens “advisory committees” —there are probably more. City Council members sit on the boards of many of these organizations. There is almost never any report to the public on what transpires with their money. As part of the planning process for the City of Ketchum, I urge you to dedicate a portion of each City Council meeting to a report on what is happening at these organizations.

I also suggest you require the staff to include in staff memos a cost/benefit analysis and more than one option for their recommendations to the Council. Without this, the Council does not make informed decisions and becomes a tool of the staff rather than a representative of the people. A great example is the lack of analysis and options for the Water Treatment Facility (WTF). We are now stuck for the next 40 years with a non-state-of-the-art facility at a cost that could have covered a state-of-the-art facility on a smaller footprint, freeing up land for workforce housing.

I also suggest you start incorporating an analysis of the impact on quality of life for Ketchum residents in staff memos. I cannot recall a single memo that addresses this, nor a substantive conversation in the Council about this.

We deserve “good government” in Ketchum. This proposal is a step in the right direction. It does not go nearly far enough. As our representatives, it is up to you to ensure Ketchum is run professionally and transparently.

Thank you,

Perry Boyle  
Ketchum

## Participate

---

**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Friday, February 2, 2024 9:02 AM  
**To:** Participate  
**Subject:** Questions on mediation program

How much Ketchum taxpayer money has been spent on this program to date?  
How much money does the State of Idaho or any other Blaine County electoral entity provide money to the program?  
How does the Ketchum Housing Department define the word “local” as used below?  
How many of the 25 people who were helped lived in Ketchum City Limits?  
How many of the 25 people were legal residents of Ketchum?  
How many of the 25 people work in the City of Ketchum?  
When “alternative housing” is found, where was each of those housing units located?

Thank you,

Perry Boyle  
Ketchum

“Democracy Dies in Darkness” (Washington Post)  
“Ketchum is committed to transparency” (Mayor Bradshaw)

## THE HOUSING MEDIATION PROJECT HAS ALREADY IMPROVED HOUSING STABILITY FOR 25 PEOPLE. YOU CAN PARTICIPATE TOO!

The Housing Mediation Project, administered by Neuro Mediation Group, provides mediation and non-eviction solutions for Blaine County landlords who are considering an eviction and for tenants facing eviction. Participation is free. So far, four local residents were able to renew their leases, five avoided eviction, and 13 extended their lease terms thanks to the program. Payment plans were used for three tenants, enabling them to extend their lease. Extensions ranged from six days to 12 months and provided more time for tenants to find alternative housing.

## Participate

---

**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Friday, February 2, 2024 8:54 AM  
**To:** Participate  
**Subject:** PUBLIC COMMENT: Squeezing out the last of the Ketchum middle class...

To the Council:

Here are some comments I put into the IME today on the deed restriction program. There is a left-hand, right-hand sleight of hand going on in City Hall. On the one hand, you say you are trying to preserve the nature of Ketchum. But you take no action to do that. On the other hand, you are doing everything you can to turn Ketchum into another Aspen, but you do that in darkness.

You have been particularly slick with how you have set up the Housing Department to overlap with BCHA in an irreconcilable conflict of interest to shift Ketchum taxpayer money out of the hands of Ketchum taxpayers. Another genius move is getting Ketchum taxpayers to fund your plan for increased private jet capacity and more commercial flights to flood Ketchum with tourists.

And now you are fast-tracking all the kinds of things that should be done as a result of a community-wide comprehensive plan before that plan can be formulated, as you know the locals don't want what you are doing. Another master stroke of genius.

Aspen, here we come!

Perry Boyle  
Ketchum

**Lila Braun** Feb 2, 2024 6:43am

If their income is \$117,500 they can't buy anything in Ketchum, therefore how do they expect the program to be used? Make it make sense!!!

[Report](#) [Add Reply](#)

×

Your comment has been submitted.



**Perry Boyle**

This program was proposed years ago by some locals--I think only one of them was able to still hold on to her housing in Ketchum--the rest are gone forever. My cynical interpretation having watched the City Council carefully is that they have little interest in preserving housing for locals. They are looking to push the middle class to Hailey and Bellevue and replace them with Soviet style worker housing for low wage employees who will be imported into Ketchum to work for the major tourism companies like Marriott, This particularly

program is an experiment, It might house a couple of people and that is better than nothing. But the big numbers of housing units will have income caps to keep wages depressed and to tie people's housing to their employment. That is not a way to build a community. Bluebird 1 will be ready for occupancy this summer. Bluebird 2 is in active process with KURA on the Washington Lot. There are at least two other spots being eyed for Bluebird's 3 and 4: The YMCA parking lot and the 6th/Leadville parking lot. Oh, I forgot. The City put in an application to get \$5mm to build another Bluebird on the site of LiftTower Lodge--at least 50 units. That site is worth even more than the old City Hall site (the city says it is worth \$7mm). And then there is the original Bluebird, let's call it Bluebird 0, next to the firehouse--at least that one is somewhat tasteful in its construction, but the City will not release who lives there because it isn't the workforce housing they promised us. By the time this Mayor leaves office, there will be at least 6 Bluebirds built or in the process of being built. All on extremely valuable real estate. Our two new council members can try to stop it, but as we saw at the last Council meeting, they are outvoted by the Mayor and his pro-Bluebird contingent. If you want a flavor for what is going on at City Hall, all you need to do is read the last page of this document. Any one who disagrees with Ms Connolley has been labelled "polarizing." Who is the polarizing person? It proves my point that they are going to do whatever it takes to achieve their agenda, regardless of what the local people want for their community. Here is the link: <https://www.projectketchum.org/wp-content/uploads/2023/11/Application-for-Submission-City-of-Ketchum.pdf> "Roadblocks Staff to be involved in the implementation of this grant are familiar with the polarizing viewpoints on affordable housing within our community. Navigating the NIMBYism that accompanies new affordable housing projects has been a key part of their roles on the City of Ketchum housing team, and we anticipate it will continue to be so in the implementation of this grant. We also anticipate that some of the changes to the comprehensive plan and land use code will assist with this navigation. The City of Ketchum's current Mayor and City Council have proven to be extremely prohousing and have supported and led on a wave of progressive efforts to house low- and moderate-income individuals in our community. There is a possibility that the Mayor and Council composition will change during the course of the grant period, making the execution of some projects more challenging. We have accounted for this work by proposing that BCHA, a non-political entity somewhat insulated from the vagaries of elections, be involved with Affordable Housing Gap Fund and by front-loading activities into the first 12-24 months of the grant period." At the same time, check out the survey on <https://flysunvalleyalliance.com/>. The first question: do you fly private. It gives you a flavor of how your tax dollars are being subverted by this non-accountable organization to maximize the number of super-wealthy and tourists that can be flown into SUN. Aspen, here we come!



**CITY OF KETCHUM**  
**SPECIAL MEETING MINUTES OF THE CITY COUNCIL**  
Monday, January 11, 2024

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**CALL TO ORDER: 4:00PM** *(00:00:11 in video)*

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

**ROLL CALL:**

Mayor Neil Bradshaw  
Amanda Breen  
Courtney Hamilton  
Tripp Hutchinson  
Spencer Cordovano

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Shellie Gallagher—City Treasurer  
Morgan Landers—Director of Planning and Building  
Adam Crutcher—Associate Planner  
Paige Nied—Associate Planner  
Bill McLaughlin—Ketchum Fire Chief  
Angenie McCleary—County Commissioner  
Muffy Davis—County Commissioner *(via teleconference)*  
Martha Burke—Mayor of Hailey  
Mike Baledge—Hailey Fire Chief  
Ron Bateman—Chief for Wood River Fire Rescue  
Matt Johnson—City Attorney *(via teleconference)*

**COMMUNICATIONS FROM MAYOR AND COUNCIL:**

- Courtney thanked Jim and Michael for their service and welcome Tripp and Spencer to the council. *(00:01:06 in video)*
- Spencer mentioned the number of accidents happening on Baldy and encouraged everyone to have better ski etiquette, be aware of those around you for the safety of themselves and others. *(00:01:20 in video)*
- Neil commented on the boards around the room that had been part of Main Street Streetscape presentation. He thanked everyone who attended the public meetings at both the Argyros and at City Hall. He encouraged those present and online to visit [projectketchum.com](http://projectketchum.com), give feedback and that there will be more opportunities for feedback in the future. He also thanked Michael McGraw, Clyde Holt, and Melissa Riverso for putting their names forward for the P & Z and HPC Commissions. *(00:02:01 in video)*
- Spencer thanked Neil for being open to all the feedback from the planning department and council for appointments of the new commissioners. He thanked Morgan for putting Matthew in his place to finish his term on P & Z. He commented on the impressive résumés of the new commissioners. *(00:03:27 in video)*

**CONSENT AGENDA:**

**2. Motion to approve Resolutions 24-003 and 24-004 appointing new members to the P & Z commission and HPC respectively. (00:05:57 in video)**

**MOVER:** Spencer Cordovano

**SECONDER:** Tripp Hutchinson

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

**PUBLIC HEARING: (00:06:13 in video)**

**3. Presentation and discussion of DRAFT Joint Powers Agreement with Wood River Fire and Rescue District.**

Introduced by: Mayor Bradshaw

Presented by: Bill McLaughlin (00:09:55 in video)

**Questions, comments, and discussion by council. (00:46:39 in video)**

**Public Comment Open: (00:47:49 in video)**

- Tom McClain—Squad Leader KFD, President of Ketchum Sun Valley Volunteers FFA (00:48:09 in video)
- Angenie McCleary—County Commissioner (00:49:29 in video)
- Martha Burke—Mayor of Hailey (00:00:00 in video)

**Public Comment Closed: (00:57:59 in video)**

**Questions, comments, and discussion by council (00:58:36 in video)**

- Angenie McCleary (01:41:20 in video)
- Muffy Davis (01:43:13 in video)

**Final comments and questions by council (01:44:39 in video)**

**EXECUTIVE SESSION:**

**4. Pursuant to Idaho Code 74-206(1)(c)-To acquire an interest in real property not owned by a public agency.**

**Motion to move into executive session. (01:49:02 in video)**

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

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

**RESULT: UNANIMOUS**

**ADJOURNMENT:**

**Motion to adjourn. (01:49:33 in video)**

**MOVER:** Spencer Cordovano

**SECONDER:** Amanda Breen

**AYES:** Amanda Breen, Tripp Hutchinson, Spencer Cordovano

**RESULT: UNANIMOUS**

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Neil Bradshaw, Mayor

**ATTEST:**

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Trent Donat, City Clerk



**CITY OF KETCHUM**  
**MEETING MINUTES OF THE CITY COUNCIL**  
Tuesday, January 16, 2023

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**CALL TO ORDER: 06:20 p.m. (00:00:06 in video)**

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 6:20 p.m.

**ROLL CALL:**

Mayor Neil Bradshaw  
Spencer Cordovano  
Tripp Hutchinson  
Amanda Breen  
Courtney Hamilton

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Shellie Gallagher—City Treasurer  
Morgan Landers—Planning and Building Director  
Matt Johnson—City Attorney *(via teleconference)*  
Carissa Connelly—Housing Director  
Seth Martin—Assistant Fire Chief and Fire Marshall, City of Ketchum  
Don Sharaf—David Hamre and Associates *(via teleconference)*  
David Hamre—David Hamre and Associates *(via teleconference)*  
Bruce Smith—Alpine Enterprises

**COMMUNICATIONS FROM MAYOR AND COUNCIL:** None

**CONSENT AGENDA:**

- Courtney Hamilton recused herself from item #2. *(00:00:44 in video)*

**Motion to approve consent agenda items #3 - #8. (00:01:00 in video)**

**MOVER:** Amanda Breen

**SECONDER:** Spencer Cordovano

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

**RESULT: ADOPTED UNANIMOUS**

**Motion to approve consent agenda items #2. (00:01:18 in video)**

**MOVER:** Spencer Cordovano

**SECONDER:** Amanda Breen

**AYES:** Spencer Cordovano, Amanda Breen, Tripp Hutchinson,

**RECUSED:** Courtney Hamilton

**RESULT: ADOPTED**



**PUBLIC HEARING:**

9. Recommendation to hold a public hearing and conduct the first reading of Ordinance 1253, amendments to Title 15 of the Ketchum Municipal Code. *(00:01:35 in video)*

Presented by: Paige Nied

**Questions, comments, and discussion by council.** *(00:08:03 in video)*

**Public Comment Open:** *(00:12:45 in video)*

- Perry Boyle - Ketchum Resident *(00:13:02 in video)*

**Public Comment Closed:** *(00:14:04 in video)*

**Questions, comments, and discussion by council.** *(00:14:13 in video)*

**Motion to approve the first reading of Ordinance 1253 by title only.** *(00:27:37 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Amanda Breen

**AYES:** Amanda Breen, Courtney Hamilton

**NAYS:** Spencer Cordovano, Tripp Hutchinson

**TIE BRAKER:** Neil Bradshaw voted in favor.

**RESULT: ADOPTED**

**First reading of Ordinance 1253 by Trent Donat by title only.** *(00:28:04 in video)*

**NEW BUSINESS:**

10. Housing Update

Presented by: Carissa Connelly *(00:29:30 in video)*

**Questions, comments, and discussion by Council** *(00:36:16 in video)*

11. Recommendation to approve Contract 24041 with David Hamre & Associates, LLC for the purpose of an Urban Avalanche Analysis. *(00:41:21 in video)*

Presented by: Seth Martin

Joined by: Donald Sharaf *(00:43:23 in video)*

Bruce Smith *(00:55:32 in video)*

**Questions, comments, and discussion by Council** *(01:01:02 in video)*

**Motion to approve a 50% cost share with Blaine County to enter a contract with David Hamre and Associates, LLC, not to exceed \$25,000.00 for the purpose of an urban avalanche analysis.** *(01:18:00 in video)*

**MOVER:** Spencer Cordovano

**SECONDER:** Tripp Hutchinson

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

**RESULT: ADOPTED UNANIMOUS**

**ADJOURNMENT:**

**Motion to adjourn.** *(01:18:33 in video)*

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

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

**RESULT: UNANIMOUS**

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Neil Bradshaw, Mayor

**ATTEST:**

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Trent Donat, City Clerk



## City of Ketchum and KURA Special Joint Meeting Minutes

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**Tuesday January 16, 2024**

**4:00pm**

**Ketchum City Hall**

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### **CALL TO ORDER:**

Mayor Neil Bradshaw called the meeting to order at 4:00pm. *(00:00:10 in video)*

### **ROLL CALL CITY COUNCIL:**

Spencer Cordovano  
Tripp Hutchinson  
Amanda Breen  
Courtney Hamilton

### **ROLL CALL KURA:**

Board Chair Susan Scovell  
Board Member Gary Lipton  
Board Member Casey Burke  
Board Member Tyler Davis Jeffers  
Board Member Mason Frederickson *(via teleconference)*

### **Other attendees:**

Suzanne Frick—KURA Executive Director  
Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager, KURA Secretary  
Ben Whipple—City of Ketchum Senior Project Manager  
Abbey Germain—KURA Counsel *(via teleconference)*  
Matt Johnson—City Attorney  
Betsy Roberts—Jacobs Engineering *(via teleconference)*  
Daren Fluke—Jacobs Engineering *(via teleconference)*  
Mark Sindel—GGLO

### **COMMUNICATION FROM THE MAYOR, CITY COUNSEL AND BOARD OF COMMISSIONERS:**

*None*

### **PUBLIC HEARING:** *(00:01:12 in video)*

#### **2. Joint meeting between City Council and the KURA to review and discuss the streetscape design for the Main Street Rehabilitation Project.**

- Introduced by: Mayor Neil Bradshaw
- Presented by: Jade Riley *(00:01:46 in video)*
- Joined by: Betsy Roberts *(00:20:27 in video)*
- Joined by: Mark Sindell *(00:22:02 in video)*

#### **Questions by council and board commissioners** *(00:45:59 in video)*

#### **Public Hearing Opened** *(01:02:14 in video)*

- Perry Boyle—City of Ketchum *(01:02:33 in video)*

#### **Public Hearing Closed** *(01:04:57 in video)*



**Review and discussion continued by topic.**

- Bike Infrastructure *(01:05:42 in video)*
- Sidewalk and Amenities *(01:10:22 in video)*
- Art & History Plan *(01:22:19 in video)*
- Budget *(01:42:21 in video)*

**ADJOURNMENT:**

**Motion to adjourn:** *(02:13:11 in video)*

Motion made Susan Scovell; seconded by Casey Burk

**Ayes:** Gary Lipton, Amanda Breen, Susan Scovell, Courtney Hamilton, Tripp Hutchinson, Spencer Cordovano, Tyler Davis-Jeffers, Casey Burk,

**Nays:** None

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Neil Bradshaw – Mayor

**ATTEST:**

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Trent Donat, City Clerk and Business Manager

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Susan Scovell, KURA Chair

**ATTEST:**

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Trent Donat, KURA Secretary

## 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
<b>GENERAL FUND</b>					
<b>01-3200-2100 BUILDING PERMITS</b>					
SCOTT PRENTICE ARCHITECTS	012924	REFUND OF PERMIT FEES	363.25		0
<b>01-3400-6800 TREE SERVICES</b>					
WOOD RIVER LANDSCAPING	011924	REFUND OF PUBLIC TREE REMOVAL APPLICATION FEES - PERMIT NOT NEEDED	50.00		0
<b>01-3700-2010 RENT-PARK RESERVATIONS</b>					
CLEMENS, EMILY	013024	REFUND FOR 7-27-24 PARK RESERVATION	90.00		0
Total :			503.25		
<b>LEGISLATIVE &amp; EXECUTIVE</b>					
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	19.85		0
Total LEGISLATIVE & EXECUTIVE:			19.85		
<b>ADMINISTRATIVE SERVICES</b>					
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	70.95		0
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
COPY & PRINT, L.L.C.	1875.0	TRIPLE A BATTERIES & BANKER BOX	51.05		0
EXPRESS PUBLISHING, INC.	10002196 1231	TREASURY DEPT ADS	101.84		0
GEM STATE PAPER & SUPPLY	1110691-01	DEGRADEABLE GALLON	29.51		0
GEM STATE PAPER & SUPPLY	1111598	DEGRADEABLE GALLON	36.49		0
INTEGRATED TECHNOLOGIES	233437	XEROX WASTE TONER FOR C8130	.00		0
US BANK	6235 122623	COFFEE PODS	48.06		0
US BANK	9749 122623	HIGHLIGHTERS ACCORDIAN POST ITS SCISSORS	29.46		0
US BANK	9749 122623	NOTEBOOKS	38.98		0
US BANK	9749 122623	PENS	18.00		0
US BANK	9749 122623	PLANNER FOR TEAM MEMBER	43.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	9749 122623	LA CABANITA MEX TEAM MEETING LUNCH	44.81		0
US BANK	9749 122623	RASBERRYS CATERING TEAM MEETING LUNCH	72.93		0
<b>01-4150-4200 PROFESSIONAL SERVICES</b>					
CINTAS	4179797380	BLACK MATS SHOP TOWEL SCRAPER MAT	40.99		0
CLEARMINDGRAPHICS	6237	WEBSITE DESIGN & DEVELOPMENT - SECURITY & WEBSITE UPDATES	250.00		0
WESTERN RECORDS DESTRUCT	0680335	RECORDS DESTRUCTION - DEC 2023	67.00		0
AMERICAN UNITED LIFE INSUR	0621016980 12	LIFE INSURANCE REINSTATEMENT FOR EMPLOYEE	362.50		0
BD CONSULTING LLC	KET 2024-04	GENERAL MEETINGS EMAIL IMPACT FEE PROJECT	645.00	23048.1	0
SPEED GOAT TECHNOLOGY LLC	2230101	ONSITE TECH & SECURITY UPDATES	3,172.50		0
NICOLE SNYDER INTERIORS	300571	DRAWING & GRAPHIC DESIGN COMMUNITY MEETING ROOM	690.00		0
BRAND, SCOTT	011724	VISION STIPEND 2023 - EMPLOYMENT AGREEMENT	300.00		0
ALVEY, ERYN	004	EVENT MANAGEMENT KAC CONTRACT	2,600.00		0
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>					
US BANK	2745 122623	TRELLO.COM SUBSCRIPTION	137.50		0
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	2087265574 24	2087265574 240B 011324	71.32		0
US BANK	5030 122623	8X8 SUBSCRIPTION PHONE SYSTEM CITY HALL	1,201.95		0
US BANK	5030 122623	8x8 ADDITIONAL NUMBER	7.71		0
<b>01-4150-5110 COMPUTER NETWORK</b>					
CIVICPLUS LLC	281107	MUNICODE WEB CIVIC OPEN RENEWAL	5,600.00		0
CIVICPLUS LLC	288572	MUNICODE ANNUAL RENEWAL	2,310.00		0
INTEGRATED TECHNOLOGIES	134183	FEB 24 CONTRACT - CITY HALL	358.16		0
INTEGRATED TECHNOLOGIES	234182	JAN 24 CONTRACT - CITY HALL	315.24		0
US BANK	4026 122623	WASABI COULD BACKUP STORAGE	34.45		0
US BANK	5030 122623	CALL-EM-ALL SUBSCRIPTION INV 90487	99.35		0
US BANK	5030 122623	VIMEO PREMIUM SUBSCRIPTION	900.00		0
US BANK	5030 122623	ZOOM SUBSCRIPTION	79.00		0
LEAF	15881395	100-6877711-001 030823	833.10		0
<b>01-4150-5150 COMMUNICATIONS</b>					
US BANK	4026 122623	INTERNATIONAL MINUTE PRESS	1,806.49		0
US BANK	5030 122623	MAILCHIMP SUBSCRIPTION	260.00		0
US BANK	6235 122623	LATER.COM POSTING SOFTWARE	15.00		0
US BANK	6235 122623	GOOGLE YOUTUBE PREMIUM SUBSCRIPTION	13.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4150-5200 UTILITIES</b>					
CITY OF KETCHUM	DEC 23	208	421.09		0
CITY OF KETCHUM	DEC 23	772	70.22		0
CITY OF KETCHUM	DEC 23	9994	711.37		0
CITY OF KETCHUM	DEC 23	360	59.21		0
CITY OF KETCHUM	NOV 23	9994	193.60		0
CITY OF KETCHUM	NOV 23	360	59.21		0
CITY OF KETCHUM	NOV 23	208	425.02		0
CITY OF KETCHUM	NOV 23	772	70.22		0
CITY OF KETCHUM	OCT 23	772	70.22		0
CITY OF KETCHUM	OCT 23	208	440.44		0
CITY OF KETCHUM	OCT 23	9994	194.91		0
CITY OF KETCHUM	OCT 23	360	59.21		0
IDAHO POWER	2203990334 01	2203990334 011224	64.99		0
IDAHO POWER	2206570869 01	2206570869 011224	8.71		0
IDAHO POWER	2260077785 01	2260077785 011224	342.72		0
Total ADMINISTRATIVE SERVICES:			25,948.46		
<b>LEGAL</b>					
<b>01-4160-4200 PROFESSIONAL SERVICES</b>					
WHITE PETERSON LAW FIRM	24892R 123123	GENERAL CITY ADMIN	16,500.00		0
Total LEGAL:			16,500.00		
<b>PLANNING &amp; BUILDING</b>					
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	19.85		0
<b>01-4170-3200 OPERATING SUPPLIES</b>					
ATKINSONS' MARKET	03799080	NACHO CHIPS LAYS BIG WAVE HAW LUA LA CROIX COKE SPRITE	48.65		0
ATKINSONS' MARKET	03808499	COOKIES GOLDFISH TOURT PRETZELS LA CROIX	50.96		0
ATKINSONS' MARKET	04787896	LA CROIX	25.64		0
BIGWOOD BREAD, LLC	183318	CILANTRO LIME ASIAN CHICKEN SALADS COOKIES	340.69		0
NICOLAI, HEATHER	011124	DEVELOPMENT & CONTRACTOR COMMUNITY MEETING LUNCH REIMBURSEMENT	201.25		0
<b>01-4170-4200 PROFESSIONAL SERVICES</b>					
CLARION ASSOCIATES LLC	9578	KETCHUM COMP PLAN & CODE REWRITE	1,761.23	24039	0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CLARION ASSOCIATES LLC	9579	KETCHUM COMP PLAN & CODE REWRITE	1,618.73	24039	0
US BANK	0172 122623	PLANETIZEN PL COURSES	37.49		0
US BANK	0172 122623	TRELLO SUBSCRIPTION	12.50		0
S & C ASSOCIATES LLC	2994-3000	128 SADDLE RD CROSSBUCK WEST AND MISC C OF O	413.00		0
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>					
EXPRESS PUBLISHING, INC.	10002196 1231	P&Z DEPT ADS	149.04		0
<b>01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>					
NICOLAI, HEATHER	012324	IDABO EDUCATION CONFERENCE TRAVEL REIMBURSEMENT - MEALS	21.22		0
NICOLAI, HEATHER	012324	IDABO EDUCATION CONFERENCE TRAVEL REIMBURSEMENT - HOTEL	217.74		0
NICOLAI, HEATHER	012324	IDABO EDUCATION CONFERENCE TRAVEL REIMBURSEMENT - MILEAGE	212.88		0
Total PLANNING & BUILDING:			5,130.87		
<b>NON-DEPARTMENTAL</b>					
<b>01-4193-4200 PROFESSIONAL SERVICE</b>					
NBS-NATIONAL BENEFIT SERVI	971504	HRA CAFETERIA PLAN AMENDMENT	300.00		0
<b>01-4193-4500 1ST/WASHINGTON RENT</b>					
URBAN RENEWAL AGENCY	7541	URA PARKING LOT RENT	3,000.00		0
<b>01-4193-9910 MERIT/COMPENSATION ADJUSTMENTS</b>					
US BANK	6235 122623	CHATEAU DRUG - XL GIFT BAGS FOR STAFF CHRISTMAS PARTY	41.02		0
US BANK	6235 122623	HAILEY CHAMBER OF COMMERCE - STAFF CHRISTMAS GIFT CARDS	7,725.00		0
US BANK	6235 122623	HAILEY CHAMBER OF COMMERCE - STAFF CHRISTMAS GIFT CARDS	515.00		0
US BANK	6235 122623	JANE'S STAFF CHRISTMAS PARTY SUPPLIES	84.02		0
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>					
GALENA-BENCHMARK ENGINE	0124-021	KETCHUM STREETS RESEARCH FOR IMPROVEMENTS	2,003.75		0
FREEFORM	PR18282-1	CITY HALL OFFICE FURNITURE	14,134.75	24049	0
US BANK	7937 122623	EMPLOYEE RETIREMENT GIFT - SUN VALLEY RESORT	1,500.00		0
COLE ARCHITECTS PLLC	2395	KETCHUM FIRE STATION DRAWINGS	5,500.00		0



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total NON-DEPARTMENTAL:			34,803.54		
<b>FACILITY MAINTENANCE</b>					
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	19.60		0
<b>01-4194-3200 OPERATING SUPPLIES</b>					
GEM STATE PAPER & SUPPLY	1110977	CLOROX ODOR REMOVER BLK LOW DESNITY OPTIMA ROLL TOWEL	487.57		0
US BANK	4026 122623	ITD EXEMPT PLATES	47.38		0
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL43924	1001226 123123	198.01		0
CHRISTENSEN INC.	CL45218	1001226 011524	399.97		0
<b>01-4194-4200 PROFESSIONAL SERVICES</b>					
BIG WOOD LANDSCAPE, INC.	29418	SNOW REMOVAL FY 2024	178.50	24046	0
BIG WOOD LANDSCAPE, INC.	29419	SNOW REMOVAL FY 2024	330.00	24046	0
BIG WOOD LANDSCAPE, INC.	29420	SNOW REMOVAL FY 2024	208.50	24046	0
BIG WOOD LANDSCAPE, INC.	29421	SNOW REMOVAL FY 2024	208.50	24046	0
BIG WOOD LANDSCAPE, INC.	29422	SNOW REMOVAL FY 2024	178.50	24046	0
BIG WOOD LANDSCAPE, INC.	29423	SNOW REMOVAL FY 2024	322.75	24046	0
BIG WOOD LANDSCAPE, INC.	29424	SNOW REMOVAL FY 2024	521.25	24046	0
BIG WOOD LANDSCAPE, INC.	29425	SNOW REMOVAL FY 2024	521.25	24046	0
BIG WOOD LANDSCAPE, INC.	29426	SNOW REMOVAL FY 2024	178.50	24046	0
BIG WOOD LANDSCAPE, INC.	29427	SNOW REMOVAL FY 2024	505.50	24046	0
BIG WOOD LANDSCAPE, INC.	29428	SNOW REMOVAL FY 2024	500.00	24046	0
BIG WOOD LANDSCAPE, INC.	29430	SNOW REMOVAL FY 2024	1,125.00	24046	0
LILY & FERN, LLC	5117	FALL CLEANUP & FLOWER MAINTENANCE	262.50		0
<b>01-4194-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>					
US BANK	9988 122623	IDAHO NURSERY & LANDSCAPE REGISTRATION SIGNUP	265.00		0
<b>01-4194-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
INTEGRATED TECHNOLOGIES	134183	FEB 24 CONTRACT - FACILITIES	14.29		0
INTEGRATED TECHNOLOGIES	234182	JAN 24 CONTRACT - FACILITIES	13.37		0
<b>01-4194-5200 UTILITIES</b>					
CITY OF KETCHUM	DEC 23	536	45.84		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CITY OF KETCHUM	DEC 23	560	15.28		0
CITY OF KETCHUM	DEC 23	9991	64.46		0
CITY OF KETCHUM	DEC 23	532	63.15		0
CITY OF KETCHUM	DEC 23	1245	59.22		0
CITY OF KETCHUM	DEC 23	9996	59.22		0
CITY OF KETCHUM	DEC 23	1127	15.28		0
CITY OF KETCHUM	DEC 23	456	15.28		0
CITY OF KETCHUM	DEC 23	1650	43.94		0
CITY OF KETCHUM	DEC 23	9995	45.84		0
CITY OF KETCHUM	NOV 23	532	63.15		0
CITY OF KETCHUM	NOV 23	1245	43.94		0
CITY OF KETCHUM	NOV 23	560	15.28		0
CITY OF KETCHUM	NOV 23	9991	60.53		0
CITY OF KETCHUM	NOV 23	1127	15.28		0
CITY OF KETCHUM	NOV 23	536	45.84		0
CITY OF KETCHUM	NOV 23	456	15.28		0
CITY OF KETCHUM	NOV 23	1650	59.22		0
CITY OF KETCHUM	NOV 23	9995	45.84		0
CITY OF KETCHUM	NOV 23	9996	59.22		0
CITY OF KETCHUM	OCT 23	536	99.28		0
CITY OF KETCHUM	OCT 23	456	408.76		0
CITY OF KETCHUM	OCT 23	1650	59.22		0
CITY OF KETCHUM	OCT 23	9995	304.53		0
CITY OF KETCHUM	OCT 23	1127	80.84		0
CITY OF KETCHUM	OCT 23	560	38.61		0
CITY OF KETCHUM	OCT 23	9991	68.39		0
CITY OF KETCHUM	OCT 23	9996	59.22		0
CITY OF KETCHUM	OCT 23	532	106.60		0
CITY OF KETCHUM	OCT 23	1245	43.94		0
IDAHO POWER	2203313446 01	2203313446 011124	10.57		0
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>					
THORNTON HEATING	60701	HEAT FIX SERVICE	276.00		0
US BANK	9988 122623	B&H CAMERA WALL MOUNT	80.60		0
WOOD RIVER LOCK SHOP, LLC	20776	DUPLICATE KEYS FOR CITY HALL OFFICE	13.50		0
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>					
CINTAS	4179797258	BLACK MATS	23.75		0
CINTAS	4180496717	BLACK MATS	23.75		0
CITY OF KETCHUM	DEC 23	192	364.38		0
CITY OF KETCHUM	NOV 23	192	344.55		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CITY OF KETCHUM	OCT 23	192	358.32		0
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>					
A.C. HOUSTON LUMBER CO.	2401-694115	BAG DUST FILTER	19.99		0
A.C. HOUSTON LUMBER CO.	2401-694839	BAR TIE TWISTER TOOL	9.99		0
CHRISTENSEN INC.	CL43924	1001226 123123	82.53		0
US BANK	9988 122623	LOWES DRILL BIT JOINT PILERS AND MECH SET LOWPRO	207.96		0
PETERSON EQUIPMENT MANAG	91900	PARTS FOR DOG PARK SNOW CAT	571.69		0
PETERSON EQUIPMENT MANAG	92042	PARTS FOR DOG PARK CAT - TILLER DRIVE OIL SHAFT SEAL RING & O-RING	402.99		0
<b>01-4194-6950 MAINTENANCE</b>					
A.C. HOUSTON LUMBER CO.	2401-688061	BROOM ANGLE POWER OUTDOOR	16.99		0
A.C. HOUSTON LUMBER CO.	2401-689466	UTILITY HEATER FOR FOREST SERVICE PARK BATHROOMS	49.98		0
A.C. HOUSTON LUMBER CO.	2401-690414	SOCKET ADAPTER SHOP TOOL	4.49		0
CHATEAU DRUG CENTER	2812600	EXTENSION CORD REFUND	37.99-		0
CHATEAU DRUG CENTER	2816260	BUNGEE CORD	7.58		0
CHATEAU DRUG CENTER	2816291	SMART STRAWS	8.54		0
Total FACILITY MAINTENANCE:			11,446.58		
<b>POLICE</b>					
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	26.05		0
<b>01-4210-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
CHATEAU DRUG CENTER	2811123	SHOE TRACTION PRO XL	28.49		0
<b>01-4210-3200 OPERATING SUPPLIES</b>					
CHATEAU DRUG CENTER	2810326	TIRE GAUGE & SHOVEL SNOW BLADE	24.68		0
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL45219	1001227 011524	276.19		0
<b>01-4210-3610 PARKING OPS PROCESSING FEES</b>					
DATA TICKET INC	160048	DAILY CITATION PROCESSING, VIN LOOKUPS, MAINTENANCE AND SUPPORT - DEC 2023	1,488.21		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>					
CHATEAU DRUG CENTER	2815470	ZGEAR FOR USB	37.98		0
CALE AMERICA, INC.	178463	ACTIVE METERS DECEMBER 23	176.01		0
<b>01-4210-4200 PROFESSIONAL SERVICES</b>					
INTEGRATED TECHNOLOGIES	134183	FEB 24 CONTRACT - POLICE	33.29		0
INTEGRATED TECHNOLOGIES	234182	JAN 24 CONTRACT - POLICE	12.11		0
<b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	2087267848 10	2087267848 105B 011324	164.06		0
Total POLICE:			2,267.07		
<b>FIRE &amp; RESCUE</b>					
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	78.65		0
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>					
A.C. HOUSTON LUMBER CO.	2401-692454	SMOKE DETECTOR	57.99		0
EXPRESS PUBLISHING, INC.	10002196 1231	FIRE DEPT ADS	534.90		0
US BANK	3938 122623	LL GREENS OSCILLATING HEATER	22.26		0
US BANK	5219 122623	AT A GLANCE DAILY DIARY	13.45		0
US BANK	5219 122623	AT A GLANCE DAILY DIARY REFUND	13.45-		0
US BANK	5219 122623	AT A GLANCE DAILY DIARY	13.45		0
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>					
BOUNDTREE MEDICAL	85232507	MEGAMOVERS	299.90		0
NORCO	39689293	D/DEY-MEDICAL OXYGEN & HANDLING CHARGE	54.55		0
US BANK	3938 122623	LL GREENS OSCILLATING HEATER	22.25		0
US BANK	5219 122623	AT A GLANCE DAILY DIARY REFUND	13.44-		0
US BANK	5219 122623	AT A GLANCE DAILY DIARY	13.44		0
US BANK	5219 122623	TOASTI TOES FOOT WARMER AND HOTHANDS	52.99		0
US BANK	5219 122623	AT A GLANCE DAILY DIARY	13.44		0
HENRY SCHEIN	70291909	SYRINGE, LIDOCANE	43.45		0
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>					
WARM SPRINGS AUTO PARTS LL	196897	OIL CHANGE - A21	168.17		0
WARM SPRINGS AUTO PARTS LL	197104	OIL CHANGE - A23	211.95		0
WARM SPRINGS AUTO PARTS LL	197321	OIL- UTILITY 1	65.70		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>					
BLAINE COUNTY EMERGENCY	KFDPSS24	PUBLIC SAFETY STSYEM- SERVERS, MAIN, MODULES ETC	4,053.76		0
US BANK	3938 122623	ZOOM SUBSCRIPTION	74.95		0
US BANK	3938 122623	ZOOM SUBSCRIPTION	144.58-		0
<b>01-4230-4210 PROFESSIONAL SERVICES EMS</b>					
BLAINE COUNTY EMERGENCY	KFDPSS24	Public Safety System	4,053.76		0
DEPT. OF HEALTH & WELFARE	00006858	PROVIDER ALS LICENSE RENEWAL - CANFIELD, MILES	25.00		0
DEPT. OF HEALTH & WELFARE	00006928	PROVIDER ALS LICENSE RENEWAL - FRANK CONFIELD, TORY	25.00		0
US BANK	3938 122623	ZOOM SUBSCRIPTION	74.95		0
US BANK	3938 122623	GARMIN	40.90		0
<b>01-4230-4910 TRAINING EMS</b>					
MADISON FIRE DEPT PARAMEDI	91950	2024 PARAMEDIC PROGRAM TUITION - GREG MARHN	7,000.00		0
<b>01-4230-4920 TRAINING-FACILITY</b>					
CLEAR CREEK DISPOSAL	1681193	219 LEWIS ST - TRAINING FACILITY	63.45		0
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>					
AT&T MOBILITY LLC	287307161044	287307161044X01012024	319.80		0
AT&T MOBILITY LLC	287307161044	287307161044X01012024 - JAN BILL	316.92		0
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>					
INTEGRATED TECHNOLOGIES	134183	FEB 24 CONTRACT - FIRE	123.85		0
INTEGRATED TECHNOLOGIES	234182	JAN 24 CONTRACT - FIRE	70.47		0
AT&T MOBILITY LLC	287307161044	287307161044X01012024	319.80		0
AT&T MOBILITY LLC	287307161044	287307161044X01012024 - JAN BILL	316.92		0
<b>01-4230-5200 UTILITIES</b>					
CITY OF KETCHUM	DEC 23	2307	156.27		0
CITY OF KETCHUM	NOV 23	2307	154.96		0
CITY OF KETCHUM	OCT 23	2307	153.65		0
IDAHO POWER	2226144497 01	2226144497 01252024	2,753.78		0
INTERMOUNTAIN GAS	26223127833 0	26223127833 012524	2,303.03		0
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>					
US BANK	5219 122623	FREIGHTLINER DETROIT DIESEL - FUEL WATER			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	5219 122623	SEPERATOR	29.50		0
US BANK	5219 122623	FREIGHTLINER DETROIT DIESEL - FUEL WATER SEPERATOR ELEMENT CREDIT	59.00-		0
US BANK	5219 122623	2020 FORD SUPERDUTY TRUCK PART	500.00		0
WARM SPRINGS AUTO PARTS LL	196908	AUX PUMP OIL CHANGE - E101	21.99		0
WARM SPRINGS AUTO PARTS LL	197343	TERMINAL CLIP & CARD c11	36.90		0
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>					
US BANK	5219 122623	FREIGHTLINER DETROIT DIESEL - FUEL WATER SEPERATOR CREDIT	59.00-		0
US BANK	5219 122623	2020 FORD SUPERDUTY TRUCK PART	499.99		0
WARM SPRINGS AUTO PARTS LL	197343	TERMINAL CLIP & CARD C11	36.90		0
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
US BANK	5219 122623	HANDHELD DIGITAL MULTIMETER BY FLUKE	92.98		0
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
US BANK	5219 122623	FREIGHTLINER DETROIT DIESEL - FUEL WATER SEPERATOR	29.50		0
Total FIRE & RESCUE:			25,026.05		
<b>STREET</b>					
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	33.25		0
<b>01-4310-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2401-686362	TORX WOOD SCREW	6.55		4310044
A.C. HOUSTON LUMBER CO.	2401-692167	PLAY SAND	33.70		4310044
A.C. HOUSTON LUMBER CO.	2401-692595	ACRYLIC ADHESIVE FOR PLOWSHED BATHROOM	50.00		4310044
A.C. HOUSTON LUMBER CO.	2401-694847	SIMPSON AT ACRYLIC ADHESIVE - RETURN	25.00-		4310044
ATKINSONS' MARKET	03806172	BISCUITS & GRAVY - BREAKFAST FOR SNOW CREW	17.05		0
BUSINESS AS USUAL INC.	164500	PACKING TAPE DISPENSER ENVELOPES	145.10		4310044
		HIGHLIGHTERS SHARPIES			
COLOR HAUS, INC.	RBMWZ	RUSTOLEUM	13.99		4310044
GRAINGER, INC., W.W.	9943162132	BATTERIES FOR SHOP	45.25		4310044
US BANK	1718 122623	SEAGATE BARRACUDA 5TB INTERNAL HARD DRIVE	140.00		4310044
US BANK	1718 122623	MIGHTY MAX BATTERY	59.99		4310044
<b>01-4310-3400 MINOR EQUIPMENT</b>					
FASTENAL COMPANY	IDJER109556	BAND SAW BLADES FOR SHOP	145.49		4310044

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL43921	1001223 123123	577.13		0
CHRISTENSEN INC.	CL45215	1001223 011524	4,175.76		4310044
<b>01-4310-4200 PROFESSIONAL SERVICES</b>					
BIG WOOD LANDSCAPE, INC.	29429	SNOW REMOVAL NEILS WAY	649.50		4310037
S. ERWIN EXCAVATION INC	24-035	Snow Hauling Service 2023-2024	3,350.00	24023	4310037
LUNCEFORD EXCAVATION, INC.	15639	Snow Hauling	6,450.00	24022	4310037
WESTERN STATES CAT	IN002664908	WINTER 23-24 DOZER RENTAL	6,191.50	24012	0
CANYON EXCAVATION. LLC	2826	Snow Hauling Service 2023-2024	3,750.00	24020	4310037
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
INTEGRATED TECHNOLOGIES	134183	FEB 24 CONTRACT - STREETS	64.28		0
INTEGRATED TECHNOLOGIES	234182	JAN 24 CONTRACT - STREETS	99.32		0
<b>01-4310-5200 UTILITIES</b>					
CITY OF KETCHUM	DEC 23	9999	61.84		0
CITY OF KETCHUM	DEC 23	9993	107.06		0
CITY OF KETCHUM	NOV 23	9993	105.75		4310047
CITY OF KETCHUM	NOV 23	9999	69.70		4310047
CITY OF KETCHUM	OCT 23	9999	72.27		4310047
CITY OF KETCHUM	OCT 23	9993	105.75		4310047
IDAHO POWER	2204882910 01	2204882910 011324	621.13		4310047
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
NAPA AUTO PARTS	173769	WIPERS FOR TAHOE	56.47		4310044
US BANK	1718 122623	INTERMOUNTAIN AUTO RECYCLING BACK SEAT FOR TAHOE	200.00		4310044
WARM SPRINGS AUTO PARTS LL	197059	WIPER BLADES FOR EXPEDITION	33.90		4310044
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
NAPA AUTO PARTS	174470	GOVERNOR FOR TRUCK #3	17.20		4310044
US BANK	1718 122623	5 PIECE GM FLEXPLATE SPACER CREDIT	52.43-		4310044
US BANK	1718 122623	5 PIECE GM FLEXPLATE SPACER	64.42		4310044
US BANK	1718 122623	NEOPRENE SHEET FOR BLOWERS	173.86		4310044
WESTERN STATES CAT	IN002646399	PARTS FOR 140M GRADER BLADE	257.08		4310044
WESTERN STATES CAT	IN002647850	PARTS FOR 140M GRADER BLADE	225.52		4310044
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>					
CINTAS	4179797424	BLACK MATS	35.00		4310047
CINTAS	4180496727	BLACK MATS	21.60		4310047

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CINTAS	4181220542	BLACK MATS	21.60		4310047
TREASURE VALLEY COFFEE INC	2160:10111223	TEA COFFEE CREAM	29.86		4310047
<b>01-4310-6930 STREET LIGHTING</b>					
GRAINGER, INC., W.W.	9950514621	BULBS FOR STREET LIGHTS	111.24		4310050
IDAHO POWER	2200506786 01	2200506786 011124	21.89		4310050
IDAHO POWER	2201174667 01	2201174667 011124	15.04		4310050
IDAHO POWER	2202627564 01	2202627564 011124	39.73		4310050
IDAHO POWER	2204882910 01	2204882910 011324	617.43		4310050
IDAHO POWER	2205963446 01	2205963446 011124	118.84		4310050
IDAHO POWER	2224304721 01	2224304721 011124	10.57		4310050
WARM SPRINGS AUTO PARTS LL	197117	BATTERIES FOR STREET LIGHTS	2,782.80		4310050
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>					
A.C. HOUSTON LUMBER CO.	2401-692164	CONCRETE DRY MIX & ALL PALLETS	293.18		4310044
A.C. HOUSTON LUMBER CO.	2401-692199	ALL PALLETS RETURN	27.00-		4310044
IDAHO HYDROJETTING, INC.	11330	HYDROVAC & CLEANOUT BASEMENT SUMP WASTE & 1 IN MAIN SHOP UPSTAIRS	2,500.00		4310044
LUTZ RENTALS	150648-1	1ST POUR ON PLOWSHED BATHROOM CONCRETE	32.40		4310044
Total STREET:			34,716.56		
<b>RECREATION</b>					
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	13.15		0
<b>01-4510-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2401-687170	ICE MELT & SPRAY PAINT	39.98		0
CHATEAU DRUG CENTER	2810231	Batteries DAWN DISH SPONGE DISH BRUSH DISHWASHER TABLETS	172.79		0
CHATEAU DRUG CENTER	2811025	BATTERIES	21.84		0
<b>01-4510-3250 RECREATION SUPPLIES</b>					
US BANK	7926 122623	THE GOLDMINE SKI SNOWSHOES EQUIPMENT	36.72		0
US BANK	7926 122623	ICE BLADE SKATE COVERS	27.18		0
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>					
ATKINSONS' MARKET	02770767	COFFEE PAM HALF & HALF MELITTA BRWN	26.09		0
ATKINSONS' MARKET	06731830	NESLE EGGS CLB BTR UNSAL BABY CARROTS MILK	40.75		0
ATKINSONS' MARKET	06733624	BABY CARROTS ONIONS CLOROX WIPES KRAFT			



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
ATKINSONS' MARKET	10681755	CHEESE HUMUS	25.43		0
CHATEAU DRUG CENTER	2813512	CHOCOLATE	38.83		0
SYSCO	240455716	DOUBLE DECK CARDS	20.88		0
		FLOUR	726.42		0
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
LUTZ RENTALS	150269-1	Propane	9.05		0
LUTZ RENTALS	150314-1	Propane	18.61		0
LUTZ RENTALS	150376-1	Propane	25.25		0
LUTZ RENTALS	150445-1	Propane	23.78		0
LUTZ RENTALS	150596-1	Propane	24.67		0
LUTZ RENTALS	W2939-1	RECERTIFY PROPANE TANK FOR ZAMBONI	95.40		0
CHRISTENSEN INC.	CL45214	1001222 011524	69.22		0
<b>01-4510-4200 PROFESSIONAL SERVICE</b>					
INTEGRATED TECHNOLOGIES	134183	FEB 24 CONTRACT - PARKS & REC	14.86		0
INTEGRATED TECHNOLOGIES	234182	JAN 24 CONTRACT - PARKS & REC	18.64		0
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
WARM SPRINGS AUTO PARTS LL	197532	CONNECTING LINK	6.98		0
Total RECREATION:			1,496.52		
Total GENERAL FUND:			157,858.75		
<b>WAGON DAYS FUND</b>					
<b>WAGON DAYS EXPENDITURES</b>					
<b>02-4530-3200 OPERATING SUPPLIES</b>					
US BANK	6235 122623	WIX.COM SUBSCRIPTION	30.00		0
<b>02-4530-4200 PROFESSIONAL SERVICES</b>					
SUN VALLEY EVENTS	1035	WAGON DAYS FEBRUARY 2024 CONTRACT	3,611.11		0
Total WAGON DAYS EXPENDITURES:			3,641.11		
Total WAGON DAYS FUND:			3,641.11		
<b>GENERAL CAPITAL IMPROVEMENT FD</b>					
<b>GENERAL CIP EXPENDITURES</b>					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>					
S & C ASSOCIATES LLC	2994-3000	SPRUCE BIKE PATH	118.00		0
<b>03-4193-7135 MAIN STREET REHAB</b>					
COPY CENTER LLC	2986	WSP ANNUAL RPT MAIN ST NOTE CARD GOOD BAD UGLY CARD POSTER BOARDS	3,490.00		713503
US BANK	6235 122623	WRAP CITY - FOOD FOR MAIN ST REHAB MEETING	184.38		0
S & C ASSOCIATES LLC	2994-3000	MAIN ST RECONSTRUCTION	488.00		713501
S & C ASSOCIATES LLC	2994-3000	MAIN ST RECONSTRUCTION	295.00		713502
JACOBS ENGINEERING GROUP, I	W3Y18400-004	MAIN STREET REHABILITATION	148,428.62	24051	713501
JACOBS ENGINEERING GROUP, I	W3Y18400-004	MAIN STREET REHABILITATION	16,870.00	24051	713502
JACOBS ENGINEERING GROUP, I	W3Y18400-004	MAIN STREET REHABILITATION	8,120.00	24051	713501
DAVID EVANS & ASSOCIATES IN	553074	KETC0000-0001 DEC 2023	4,127.12		713501
<b>03-4193-7180 POWER LINE UNDERGROUNDING</b>					
S & C ASSOCIATES LLC	2994-3000	IDAHO POWER ENCROACHMENT	354.00		0
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>					
CDW GOVERNMENT, INC.	NQ73897	LVO TS SR630	7,765.00		0
CDW GOVERNMENT, INC.	NT54202	LOGITECH TAP SCHEDULER GRAPHITE	548.71		0
CDW GOVERNMENT, INC.	NT76966	MICROSOFT SURFACE PEN	82.11		0
US BANK	4026 122623	SLIM FOLIO LOGITECH	95.39		0
US BANK	4026 122623	WESTERN DIGITAL 14TB WD RED PRO NAS INTERNAL HARD DRIVE HDD	899.97		0
US BANK	4026 122623	APC SCHNEIDER ELECTRIC SA SMART SLOT UPS NETWORK MANAGEMENT CARD 2	268.51		0
US BANK	4026 122623	APC 1500VA SMART UPS W SMARTCONNECT	1,132.34		0
B&H PHOTO	903514994	APPLE PRODUCTS- QUOTE 903514994	2,411.76	24059	0
B&H PHOTO	903554822	REFUND FOR MAGIC KEYBOARD 2021	99.00-		0
<b>03-4193-9930 GENERAL FUND CIP CONTINGENCY</b>					
NICOLE SNYDER INTERIORS	300576	DESIGN DEVELOPMENT, MEETINGS, INSTALLATION DEVELOPMENT & SPECIFICATIONS	730.00		0
BAROVETTO, DAVID	010324	ORE WAGON MUSEUM UPGRADES & REPAIRS	8,000.00	24053	0
Total GENERAL CIP EXPENDITURES:			204,309.91		
<b>FACILITY MAINT CIP EXPENDITURE</b>					
<b>03-4194-7000 WARM SPRINGS PRESERVE PHASE I</b>					
HARMONY DESIGN & ENGINEE	23613	18018 KETCHUM SAP REVIEW THROUGH 12/31/2023	415.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total FACILITY MAINT CIP EXPENDITURE:			415.00		
<b>FIRE &amp; RESCUE CIP EXPENDITURES</b>					
<b>03-4230-7125 RESCUE (CITY PROVIDED)</b>					
PIPECO, INC.	S5310025.001	PVC PIPE FOR RESCUE PROBES	149.97		0
US BANK	5219 122623	G3 GENUINE GUIDE GEAR SOLID 350 PROBE BACKCOUNTRY SKI EQUIP	2,168.00		0
<b>03-4230-7130 PPE (TURNOUT GEAR)</b>					
DAVIS EMBROIDERY INC.	43928	T SHIRT- RESTOCK	298.11		0
US BANK	3938 122623	BLUNDSTONE CHELSEA BOOTS	249.05		0
US BANK	3938 122623	5.11 NORRIS SNEAKER	52.99-		0
MUNICIPAL EMERGENCY SERIC	IN1992526	PANTS AND BOOTS- SUNDQUIST	219.60		0
Total FIRE & RESCUE CIP EXPENDITURES:			3,031.74		
Total GENERAL CAPITAL IMPROVEMENT FD:			207,756.65		
<b>ORIGINAL LOT FUND</b>					
<b>ORIGINAL LOT TAX</b>					
<b>22-4910-6060 EVENTS/PROMOTIONS</b>					
EXPRESS PUBLISHING, INC.	10002196 1231	PUBLIC INFORMATION ADS	544.90		491031
LUTZ RENTALS	150208-1	PATIO HEATER & PROPANE TANKS	269.92		491004
US BANK	6235 122623	ATKINSONS HAILEY - CHRISTMAS TREE LIGHTING SUPPLIES	126.02		491031
US BANK	6235 122623	CHATEAU DRUG - CHRISTMAS TREE SKIRT	43.19		0
<b>22-4910-6080 MOUNTAIN RIDES</b>					
MOUNTAIN RIDES	12411	TRANSPORTATION SERVICES FY2024	66,333.34	24006	0
<b>22-4910-6095 MOUNTAIN HUMANE</b>					
MOUNTAIN HUMANE	6891	ANNUAL ANIMAL CONTROL SERVICES CONTRACT	4,078.00	24010	0
Total ORIGINAL LOT TAX:			71,395.37		
Total ORIGINAL LOT FUND:			71,395.37		
<b>COMMUNITY HOUSING</b>					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>COMMUNITY HOUSING EXPENSE</b>					
<b>54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	.00		0
<b>54-4410-3100 GENERAL OFFICE</b>					
US BANK	7309 122623	LIZZYS COFFEE - PLANNERS MEETING	43.15		0
NOBLE, COURTNEY	PO23124	HOUSING GRANTWRITING SERVICES	10,710.00		0
<b>54-4410-3200 LIFT TOWER LODGE OPERATIONS</b>					
A.C. HOUSTON LUMBER CO.	2401-693929	TACK CLOTH	10.36		0
COLOR HAUS, INC.	4VAM6	FROG TAPE MASKING PAPER SANPAPER PUTTY PUTTY KNIFE ETC	62.07		0
OHIO GULCH TRANSFER STATIO	276229	LIFT TOWER LODGE ROOMS 4 & 12 CLEANUP	12.00		0
<b>54-4410-4200 PROFESSIONAL SERVICES</b>					
COPY CENTER LLC	3038	HOUSING ACTION PLAN SHEET & WSP EOY CARD	212.50		0
EXPRESS PUBLISHING, INC.	10002196 1231	HOUSING DEPT ADS	146.63		0
US BANK	5030 122623	ZOOM SUBSCRIPTION	79.00		0
US BANK	7309 122623	NATURAL GROCERS - POTATO CHIPS SPARKLING WATER FOR MEETING	14.71		0
US BANK	7309 122623	RICKSHAW - BCHA	123.28		0
US BANK	7309 122623	ROMINNAS - IMPLEMENTATION DINNER	385.00		0
US BANK	7309 122623	JERSEY GIRL - LUNCH MEETING FOOD	328.20		0
US BANK	7309 122623	NATURAL GROCERS - LIME	7.94		0
US BANK	7309 122623	ZOOM SUBSCRIPTION - BCHA	839.90		0
US BANK	7309 122623	ATKINSONS - COFFEE IMPLEMENTATION PARTNERS	26.43		0
US BANK	7309 122623	ADOBE SUBSCRIPTION - BCHA	358.80		0
FRY, VANESSA	011824	GUEST SPEAKER TRAVEL REIMBURSEMENT	326.00		0
<b>54-4410-4250 LIFT TOWER LODGE PROFF SVCS</b>					
FIREPLACE OUTFITTERS	7026	LIFT TOWER LODGE FIREPLACE LABOR FIX	59.50		0
US BANK	7937 122623	ACACIA COUNTER TOPS - LOWES	1,146.00		0
WHITE CLOUD CARPET CLEANI	20231159	DEEP CLEANING OF CARPET FOR LIFT TOWER LODGE	150.00		0
<b>54-4410-5200 LIFT TOWER LODGE UTILITIES</b>					
CITY OF KETCHUM	DEC 23	59	669.32		0
CITY OF KETCHUM	NOV 23	59	669.32		0
CITY OF KETCHUM	OCT 23	59	669.32		0
IDAHO POWER	2208260063 01	2208260063 011224	539.81		0
IDAHO POWER	2226910376 01	2226910376 011224	596.45		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>54-4410-5900 LIFT TOWER LDG REPAIR &amp; MAINT</b>					
A.C. HOUSTON LUMBER CO.	2401-691256	RANGE HOOD PARTS FOR LIFT TOWER LODGE	24.30		0
A.C. HOUSTON LUMBER CO.	2401-691872	20 MIN SMOOTH SET WALL PATCH SAND SPONG ROLLER MINI GROUT RAKE	45.36		0
A.C. HOUSTON LUMBER CO.	2401-692794	DRYWALL ANCHORS FASTENERS GOOF OFF TILE & GROUT CLEANER SCRUB BRUSH TERRY TOWELS ETC	50.79		0
CHATEAU DRUG CENTER	2813868	HALO FLOODLIGHT	18.98		0
US BANK	9988 122623	RUSTOLEUM CORPORATION WATCO & COUNTERTOP CONNECTOR	54.55		0
US BANK	9988 122623	ROUTING TEMPLATE FOR JOINT CONNECTORS	30.41		0
<b>54-4410-8010 REIMBURSE BCHA BLAINE CO CONTR</b>					
BLAINE COUNTY HOUSING AUT	011724	BLAINE COUNTY HOUSING SERVICES CONTRACT - UP FRONT REMAINING BALANCE	112,500.00		0
BLAINE COUNTY HOUSING AUT	011724V1	HOUSING SERVICES BCHA - ADDITIONAL FUNDS	37,500.00		0
Total COMMUNITY HOUSING EXPENSE:			168,410.08		
Total COMMUNITY HOUSING:			168,410.08		
<b>WATER FUND</b>					
<b>WATER EXPENDITURES</b>					
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	16.50		0
<b>63-4340-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2401-690018	CABLE TIES	25.90		0
A.C. HOUSTON LUMBER CO.	2401-691125	GLOVES	18.39		0
CINTAS	4179797334	UTILITIES ADMIN BLDG - WATER	10.90		435001
CINTAS	4179797334	WATER	31.19		435001
CINTAS	4181220503	UTILITIES ADMIN BLDG - WATER	10.89		435001
CINTAS	4181220503	WATER	31.19		435001
INTEGRATED TECHNOLOGIES	134183	FEB 24 CONTRACT - WATER	66.23		0
INTEGRATED TECHNOLOGIES	234182	JAN 24 CONTRACT - WATER	71.58		0
TREASURE VALLEY COFFEE INC	2160:07436941	SQWINCHER STIX & COFFEE	187.49		0
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL45217	1008309 WATER	202.88		435001

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>63-4340-3800 CHEMICALS</b>					
GEM STATE WELDERS SUPPLY,I	849030	Hypochlorite Solution	904.00		0
GEM STATE WELDERS SUPPLY,I	852713	Hypochlorite Solution	316.00		0
USA BLUEBOOK	INV00243096	HACH DPD 1	514.22		0
<b>63-4340-4200 PROFESSIONAL SERVICES</b>					
SENTINEL FIRE & SECURITY, IN	95746	TESTING (FIRE)	63.50		435001
SENTINEL FIRE & SECURITY, IN	95747	TESTING (FIRE)	95.00		0
<b>63-4340-4300 STATE &amp; WA DISTRICT FEES</b>					
BUREAU OF LAND MANAGEME	2024012290	IDID106040115 2024 ROW RENT	5,500.00		0
BUREAU OF LAND MANAGEME	2024012342	IDID106240743 2024 ROW RENT	248.53		0
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>					
US BANK	5198 122623	WASTEWATER TREATMENT OPERATOR - CLASS I LICENSE	30.00		0
US BANK	5198 122623	IDAHO RURAL WATER ASSOCIATION REGISTRATION	225.00		0
US BANK	5198 122623	BACKFLOW ASSEMBLY TESTER LICENSE	30.00		0
US BANK	5198 122623	DRINKING WATER DISTRIBUTION OPERATOR CLASS III LICENSE	30.00		0
US BANK	5198 122623	DRINKING WATER DISTRIBUTION OPERATOR CLASS III LICENSE	30.00		0
US BANK	5198 122623	WASTEWATER TREATMENT OPERATOR - LAND APP LICENSE	30.00		0
US BANK	5198 122623	WASTEWATER COLLECTION OPERATOR - CLASS III	30.00		0
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	2087250715 19	2087250715 195B - WATER	124.77		0
VERIZON WIRELESS	9954151865	365516521 WATER DEPT	123.31		0
<b>63-4340-5200 UTILITIES</b>					
IDAHO POWER	2202458903 01	2202458903 - 110 RIVER RANCH RD OPTC	989.57		0
IDAHO POWER	2203658592 01	2203658592 - WELLS & BOOSTERS	5,352.10		0
IDAHO POWER	2206786259 01	2206786259 - 110 RIVER RANCH RD ADMIN - WATER	47.33		435001
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>					
WARM SPRINGS AUTO PARTS LL	197419	64OZ ANTIGEL & PRIME GUARD	109.55		0
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
PIPECO, INC.	S5317757.001	ICE MELT	190.71		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WATER EXPENDITURES:			15,656.73		
Total WATER FUND:			15,656.73		
<b>WATER CAPITAL IMPROVEMENT FUND</b>					
<b>WATER CIP EXPENDITURES</b>					
<b>64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.</b>					
LLOYD CONSTRUCTION INC.	5497	NORTHWOOD BACKUP GENERATOR PROJECT-BID PACKAGE	67,174.50	23122	0
Total WATER CIP EXPENDITURES:			67,174.50		
Total WATER CAPITAL IMPROVEMENT FUND:			67,174.50		
<b>WASTEWATER FUND</b>					
<b>WASTEWATER EXPENDITURES</b>					
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	972912	FSA & HRA ADMIN FEES DECEMBER 2023	39.20		0
<b>65-4350-3200 OPERATING SUPPLIES</b>					
ATKINSONS' MARKET	01708675	Distilled Water	44.86		435001
CHATEAU DRUG CENTER	2810235	DSH BRUSHES	25.33		435001
CINTAS	4179797334	UTILITIES ADMIN BLDG - WASTEWATER	10.89		435001
CINTAS	4179797334	WASTEWATER	63.92		435001
CINTAS	4181220503	UTILITIES ADMIN BLDG - WASTEWATER	10.90		435001
CINTAS	4181220503	WASTEWATER	63.92		435001
GEM STATE PAPER & SUPPLY	1111371	TOWELS & TOILET PAPER	109.44		435001
HACH	13886532	STABL CAL AMPULE CALIBRATION KIT	317.00		435001
INTEGRATED TECHNOLOGIES	134183	FEB 24 CONTRACT - WW	34.05		0
INTEGRATED TECHNOLOGIES	234182	JAN 24 CONTRACT - WW	18.13		0
TREASURE VALLEY COFFEE INC	2160:07459507	COFFEE, HOT CHOCOLATE	69.94		435001
UPS STORE #2444	MMN7FR5JN7	WATER SAMPLES	14.82		435001
UPS STORE #2444	MMN7FR5V9	WATER SAMPLES	15.78		435001
UPS STORE #2444	MMN7FR5WA	WATER SAMPLES	15.16		435001
UPS STORE #2444	MMN7FR5Z3C	WATER SAMPLES	15.16		435001
US BANK	5198 122623	9 VOLT ALKALINE PERFORMANCE BATTERIES & 48 PACK AA ALKALINE HIGH PERFORMANCE BATTERIES	28.50		435001
US BANK	5198 122623	CAL GAS DIRECT - INDUSTRIAL SCIENTIFIC			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
		CALIBRATION GAS MIXTURE	153.99		435001
<b>65-4350-3400 MINOR EQUIPMENT</b>					
NAPA AUTO PARTS	173762	TPSIDER MULTI-PURP VP	87.39		435001
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	0519364-IN	1008309 WASTEWATER	127.55		435002
CHRISTENSEN INC.	CL45216	1008309 WASTEWATER	411.64		435001
CHRISTENSEN INC.	CL45217	1008309 WASTEWATER	86.47		435001
<b>65-4350-3800 CHEMICALS</b>					
THATCHER COMPANY, INC.	2024100100868	ALUMINUM SULFATE	8,162.51	24048	435001
<b>65-4350-4200 PROFESSIONAL SERVICES</b>					
HDR ENGINEERING, INC.	1200589230	TASK ORDER #2 REGILLATORY INVESTIGATION BIOSOLIDS CLOSE LANDFILL	864.78	23133	435001
SENTINEL FIRE & SECURITY, IN	95746	TESTING (FIRE)	63.50		435001
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>					
IDAHO RURAL WATER ASSOCIA	E5462	WASTEWATER Course: Jeff Vert	120.00		435003
US BANK	5198 122623	WASTEWATER TREATMENT OPERATOR CLASS REGISTRATION	30.00		435003
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	2087268953 40	2087268953 402B - Wastwater	64.77		435001
VERIZON WIRELESS	9953993396	965494438 WASTEWATER DEPT	66.20		435001
<b>65-4350-5200 UTILITIES</b>					
IDAHO POWER	2202158701 01	2202158701 011624	13,837.98		435001
IDAHO POWER	2206786259 01	2206786259 - 110 RIVER RANCH RD ADMIN - WASTEWATER	47.34		435001
INTERMOUNTAIN GAS	58208688554 0	58208688554 - 110 RIVER RANCH RD MECHANICAL BAR SCREE	111.42		435001
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>					
JACK'S TIRE & OIL, INC.	24-0501833-03	Flat Repair	130.00		435002
NAPA AUTO PARTS	173707	CHEVERON DELO 400 LE MOTOR OIL	151.92		435002
NAPA AUTO PARTS	173712	OIL FILTERS	37.05		435002
NAPA AUTO PARTS	174007	POWER SERVICE DIESEL	21.99		435002
NAPA AUTO PARTS	174144	24IN TRICO ICE BLADE	27.98		435002
NAPA AUTO PARTS	174163	WARRANTY INV #174144	27.98-		435002
NAPA AUTO PARTS	174793	BRAKE PARTS - DODGE 3500	566.17		435002



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
NAPA AUTO PARTS	174797	BRAKE FLUID	8.49		435002
NAPA AUTO PARTS	174899	CORE DEPOSIT	110.00-		435002
NAPA AUTO PARTS	175685	MOTOR OIL 5W20 SYNTHETIC	6.58		435002
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
A.C. HOUSTON LUMBER CO.	2401-687605	1/2 Copper male adapter	2.80		435002
A.C. HOUSTON LUMBER CO.	2401-687632	1/2 Copper male adapter	5.59		435002
A.C. HOUSTON LUMBER CO.	2401-688345	1/2 Copper Male Adapter	2.80-		435002
A.C. HOUSTON LUMBER CO.	2401-688346	1/2 Copper male adapter	5.59-		435002
A.C. HOUSTON LUMBER CO.	2401-688347	1/2 Copper Male Adapter	5.18		435002
A.C. HOUSTON LUMBER CO.	2401-688348	1/2 Copper male adapter	2.59		435002
PACIFIC STEEL & RECYCLING	1137969	1-1/2 SCH40 X21' BLK PE A53	161.95		435002
PLATT ELECTRIC SUPPLY	5Z64583	ABB OHB125J10B PSTL HDL RST	66.79		435002
SHERWIN-WILLIAMS CO.	5571-4	READYSTRIP RUST RMVR	9.34		435002
STANDARD PLUMBING SUPPLY	WCGY33	BRASS FITTINGS	24.51		435002
US BANK	5198 122623	INLET ELECTRONIC DRAIN VALVE	188.67		435002
US BANK	5198 122623	CONTINENTAL FAN MANUFACTURING - DESTRATIFICATION FAN & HANGING SAFETY CABLE	419.70		435002
USA BLUEBOOK	INV00240068	REPLACEMENT LAMP ASSEMBLY FOR 2100Q	198.57		435002
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>					
CHRISTENSEN INC.	CL45216	1008309 COLLECTIONS	59.46		435001
US BANK	5198 122623	FACTORY DIRECT HOSE 6 INCH FLANGE x 6 INCH HOSE TANK x 2	2,083.05		435001
US BANK	5198 122623	FIREHOSEDIRECT ALUM FEMALE NH TO MALE NH & DOUBLE JACKET MILL HOSE	224.11		435002
US BANK	5198 122623	SCOOPA SCREEN	237.00		435001
VERIZON WIRELESS	9953993396	965494438 WASTEWATER COLLECTIONS DEPT	41.65		435001
HI-VAC CORPORATION	339870	SOLENOID ASSEMBLY, AIR VLVE, NC	255.18		435002
WARM SPRINGS AUTO PARTS LL	197317	CONV OIL 5W30	15.90		435002
Total WASTEWATER EXPENDITURES:			29,938.39		
Total WASTEWATER FUND:			29,938.39		
<b>WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES</b>					
<b>67-4350-7813 CAPITAL IMP PLAN(NO SHARING)</b>					
HDR ENGINEERING, INC.	1200588819	TASK ORDER #5 - SEWER COLLECTION MASTER PLAN	10,417.71	23007	435004

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>67-4350-7815 AERATION BASINS BLOWERS &amp; ELEC</b>					
EXPRESS PUBLISHING, INC.	10002196 1231	STREETS DEPT ADS	169.05		0
HDR ENGINEERING, INC.	1200590887	TASK ORDER#001 AB UPGRADE DETAILED DESIGN	67,764.75	23090	435004
Total WASTEWATER CIP EXPENDITURES:			78,351.51		
Total WASTEWATER CAPITAL IMPROVE FND:			78,351.51		
<b>PARKS/REC DEV TRUST FUND</b>					
<b>93-3700-5910 WARM SPRINGS PRES-RESTORATION</b>					
US BANK	2745 122623	PAPERLESS POST COINS WSP	127.00		0
Total :			127.00		
<b>PARKS/REC TRUST EXPENDITURES</b>					
<b>93-4900-5910 WARM SPRINGS PRESR-RESTORATION</b>					
COPY CENTER LLC	2986	WSP ANNUAL RPT MAIN ST NOTE CARD GOOD BAD UGLY CARDS POSTER	1,293.74		0
COPY CENTER LLC	3038	HOUSING ACTION PLAN SHEET & WSP EOY CARD	190.00		0
NESTED STRATEGIES	1180	WARM SPRINGS PRESERVE PHILANTHROPY COUNSEL	4,125.00	20638	0
Total PARKS/REC TRUST EXPENDITURES:			5,608.74		
Total PARKS/REC DEV TRUST FUND:			5,735.74		
Grand Totals:			805,918.83		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
-------------	----------------	-------------	--------------------	-----------------------	--------------------

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: February 5, 2024 Staff Member/Dept: Robyn Mattison/Public Works

Agenda Item: Recommendation to Approve Right-of-Way Encroachment Agreement 24902 for the placement of a paver driveway and portions of planters in the public right-of-way on 307 Bald Mountain Rd.

#### Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 24902 between the City and Robert C. Mardian Jr & Alison Mardian.

#### Reasons for Recommendation:

- The improvements will not impact the use or operation of the public street.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

The agreement covers owner maintenance of the paver driveway and planters in the public right of way adjacent to 307 Bald Mountain Road.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for 307 Bald Mountain Road complies with all standards.

#### Sustainability Impact:

None OR state impact here: None

#### Financial Impact:

None OR Adequate funds exist in account: None

#### Attachments:

1. Right-of-Way Encroachment Agreement 24902
2. Exhibit "A"

**WHEN RECORDED, PLEASE RETURN TO:**

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

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## **RIGHT-OF-WAY ENCROACHMENT AGREEMENT 24902**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Robert C. Mardian Jr & Alison Mardian (collectively referred to as "Owner"), whose address is 34699 Golden Lantern, Dana Point California, 92629.

### *RECITALS*

WHEREAS, Owner wishes to permit placement of a paver driveway and planters in the right of way adjacent to 307 Bald Mountain Road. These improvements are shown in Exhibit "A" hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

### *TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install a paver driveway as identified in Exhibit "A" within the public right-of-way adjacent to 307 Bald Mountain Road until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements, and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the paver driveway and planters, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from

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

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

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

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

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

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

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

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

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

OWNERS:

By: \_\_\_\_\_  
Robert C. Mardian Jr

By: \_\_\_\_\_  
Alison Mardian

CITY OF KETCHUM:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

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

STATE OF IDAHO     )  
                                      ) ss.  
County of Blaine     )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

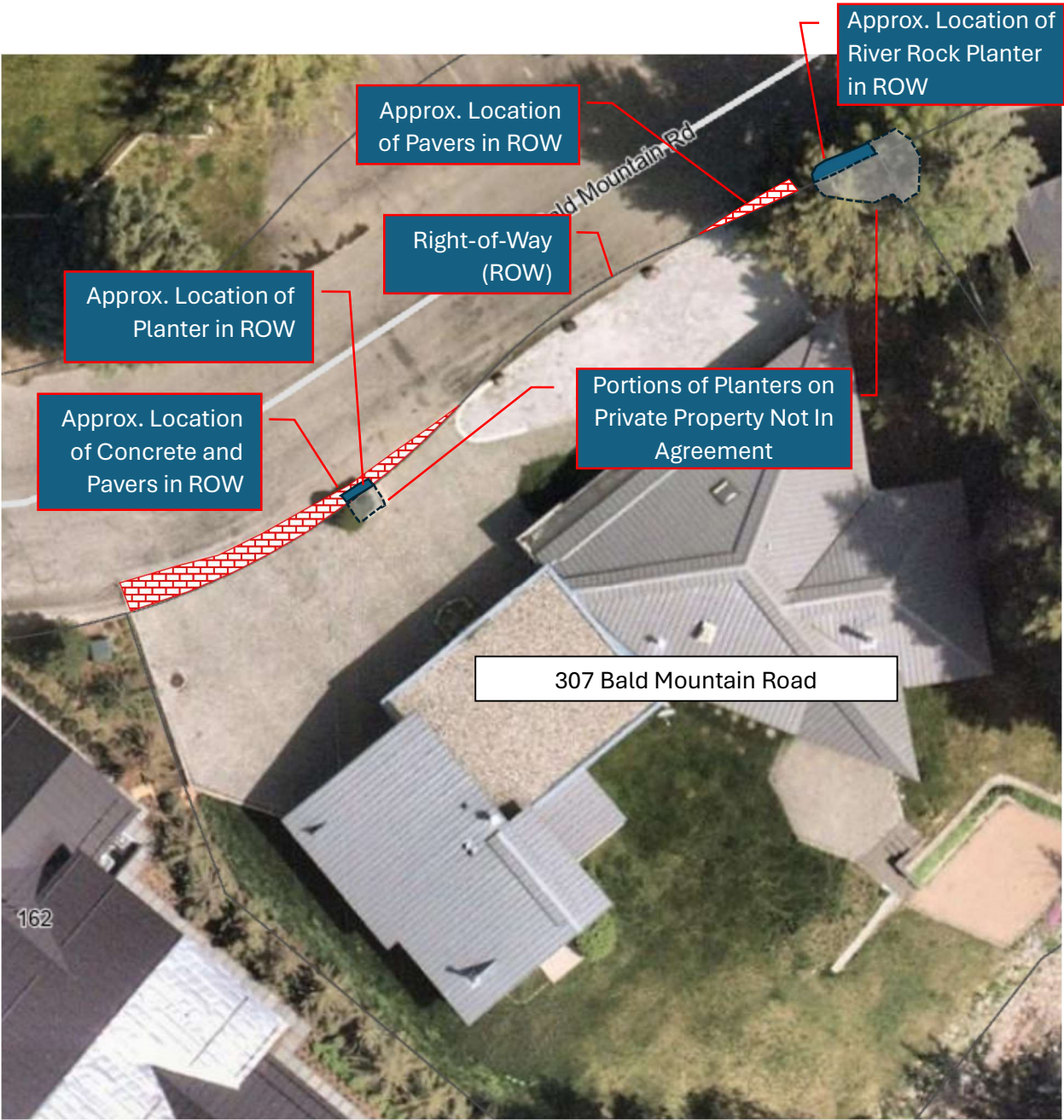
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_



## EXHIBIT “A”

**Exhibit “A”**

**ROW Encroachment Agreement 24902**





## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 5, 2024

Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to review and approve Right-of-Way Encroachment Agreement #24903 for existing encroachments in the right-of-way.

#### Recommended Motion:

I move to approve Agreement #24903 and direct the mayor to sign.

#### Reasons for Recommendation:

- The City of Ketchum issued a building permit for an interior remodel of commercial office space at 100 E 5<sup>th</sup> on May 30, 2023.
- A request for a final inspection was submitted on November 17, 2024.
- A walkway between two entrances to the building exists within the public right-of-way in addition to a sign for the previous business that occupied the building.
- The business owner mounted a ski chair in place of the previous business sign using the existing sign posts.
- Prior to issuance of a certificate of occupancy for the building permit, a ROW Encroachment agreement was required for the ski chair and walkway within the public right-of-way.

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

#### Sustainability Impact:

None OR state impact here: None

#### Financial Impact:

None OR Adequate funds exist in account: None

#### Attachments:

1. ROW Encroachment Agreement #24903 with Exhibits

**WHEN RECORDED, PLEASE RETURN TO:**

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

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 24903**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Scott and Andrea Martin ("Owners") whose mailing address is PO Box 2640, Sun Valley, ID 83353.

*RECITALS*

WHEREAS, Owner is the owner of real property located at 100 E 5<sup>th</sup> St. and legally described as Ketchum Townsite W 40 x 55 feet of Lot 5, Block 36 ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit an existing mounted ski lift chair and a walkway that connects the front door of the building on E 5<sup>th</sup> Street with the door on the 1<sup>st</sup> Ave side of the building within the city's public right-of-way. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Improvements identified in Exhibit "A" within the public right-of-way adjacent to the Subject Property until notified by Ketchum to remove the Improvements at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the Improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding

is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

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

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

10. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

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

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

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

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

Attest: \_\_\_\_\_  
Trent Donat, City Clerk

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

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

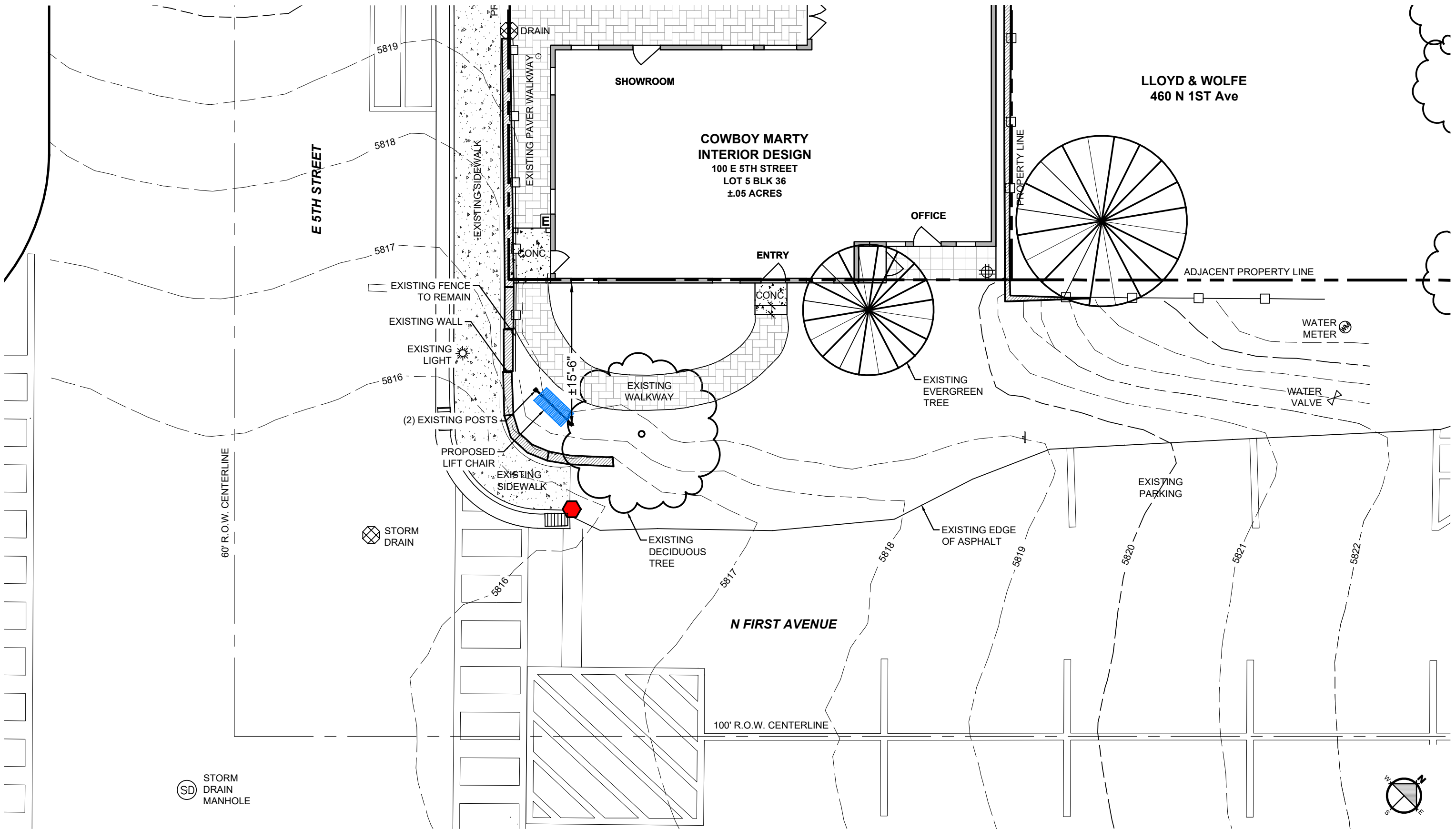
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

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

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

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

## EXHIBIT “A”



# Cowboy Marty Interior Design - 100 E 5th Street

## Lift Chair Location

Eggers Associates - Landscape Architecture PO Box 953 560 North Second Ave. Ketchum Idaho, 83330 P: 208.725.0988 F: 208.725.0972 W: www.eggessassociates.com

Date: 01/12/24





## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

#### Recommended Motion:

#### Reasons for Recommendation:

- 
- 
- 

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

#### Sustainability Impact:

#### Financial Impact:

#### Attachments:

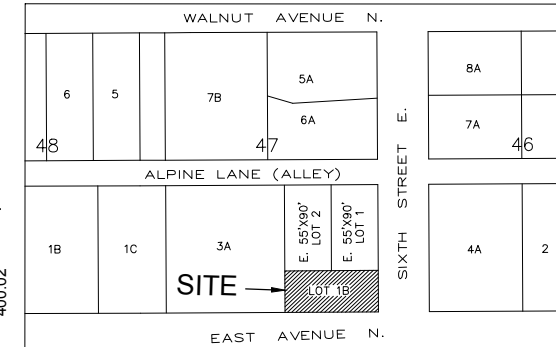
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-

Attachment A:  
600 East Ave Application  
Materials

















KETCHUM TOWNSITE: BLOCK 47, LOT 1B

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

DECEMBER 2023  
PRELIMINARY PLAT



### LEGEND

-  PROPERTY BOUNDARY  
 ADJOINING PROPERTY LINE  
 LOT LINE TO BE ELIMINATED  
 BLAINE COUNTY GIS TIE  
 ROAD CENTERLINE  
 FENCELINE  
 EDGE PAVEMENT  
 FOUND 5/8" REBAR (MARKED AS NOTED)  
 SET 5/8" REBAR (PLS 20893)  
 FOUND GIN SPINDLE  
 FOUND ALUMINUM CAP ON 5/8" REBAR  
 CONTOUR LINE  
 EXISTING HOUSE FOOTPRINT  
 CONCRETE  
 CONIFER TREE  
 DECIDUOUS TREE

## SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS PLAT IS TO COMBINE THE WEST 55' x 60' OF LOTS 1 & 2 OF KETCHUM TOWNSITE, BLOCK 47. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. THE ORIGINAL CENTERLINE MONUMENT AT THE INTERSECTION OF WALNUT AVENUE AND SIXTH STREET WAS LOCATED PRIOR TO ROAD CONSTRUCTION, THEN RESET AT THE SAME LOCATION BASED ON THE PRIOR COLLECTED FIELD DATA. THE SETTING OF SAID CENTERLINE MONUMENT MATCHES RECORDS AND DISTANCES FROM INSTRUMENT NUMBERS 352564, 350014 & 325244. THE SET MONUMENTS ON THE NORTH WESTERLY BOUNDARY OF LOT 1B WERE ESTABLISHED BY HOLDING RECORD RIGHT-OF-WAY WIDTHS AND PROPORTIONING RECORD DISTANCES BETWEEN FOUND CENTERLINE MONUMENTS.

2. REFERENCES:
  - a. PLAT OF VILLAGE OF KETCHUM, INST. NO. 302967.
  - b. REPLAT OF KETCHUM-BLOCK 47, LOTS 7A & 8A, INST. NO. 350014.
  - c. REPLAT OF LOTS 5-8 AND THE SOUTHEASTERLY 30 FEET OF SEVENTH STREET, BLOCK 47, ORIGINAL KETCHUM TOWNSITE, INST. NO. 325244.
  - d. REPLAT OF LOTS 3 & 4, BLOCK 47, KETCHUM TOWNSITE, INST. NO. 298561.
  - e. REPLAT OF LOTS 1 & 2, BLOCK 91, KETCHUM TOWNSITE, INST. NO. 652564.
  - f. RECORD OF SURVEY OF LOTS 1&2, KETCHUM TOWNSITE, INST. NO. 626556.
  - g. LOT BOOK GUARANTEE NO. G-2222-000090065, OCTOBER 23, 2023, BY STEWART TITLE GUARANTEE COMPANY.
  - h. WARRANTY DEED, INST. NO. 664923.
3. DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
4. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE FOLLOWING DOCUMENTS: AN AGREEMENT REGARDING GARAGE ENCROACHMENT, INST. NO. 404887; AMENDED RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20224, INST. NO. 857568; AND THE DECLARATION OF SPECIAL COVENANTS, CONDITIONS AND RESTRICTIONS, INST. NO. 702392.
5. THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS LR, LIMITED RESIDENTIAL.
6. CONTOUR INTERVAL: 1'- CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.
7. WATER & SEWER LOCATIONS PER CITY OF KETCHUM RECORDS ARE APPROXIMATE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
8. FOR THE PURPOSE OF THIS PLAT, ACCESS TO LOT 1B SHALL BE PERMITTED FROM EAST AVENUE.

OWNER OF RECORD:

DEREK & ANNE KLOMHAUS  
P.O. BOX 10143  
KETCHUM, ID 83340

PREPARED BY: GALENA - BENCHMARK ENGINEERING

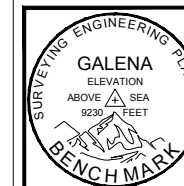
# HEALTH CERTIFICATE

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

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

---

South Central Public Health District, REHS



KETCHUM TOWNSITE:  
BLOCK 47, LOT 1B

LOCATED WITHIN:  
SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST,  
B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: DEREK & ANNE KLOMHAUS

PROJECT NO. 23294	DWG BY: HBD/CPL	FILE: 23294PRE.DWG
FINAL PLAT	DATE: 12/14/2023	SHEET: 1 OF 1



## WARRANTY DEED

FOR VALUE RECEIVED

Steven M. Shafran, a married man as his sole and separate property

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Derek Klomhaus and Anne Klomhaus, husband and wife as Community Property with  
Right of Survivorship

GRANTEE(S) whose current address is: 2100 Arpdale St., Austin, TX 78704

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

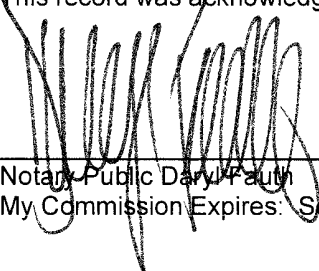
**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those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

Dated this 18th day of October, 2019.

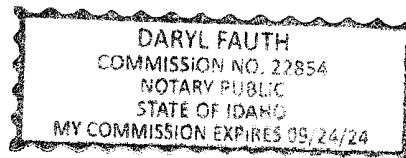
A handwritten signature in black ink, appearing to read "S. Shafran", is written over a horizontal line. Below the line, the name "Steven M. Shafran" is printed in a standard sans-serif font.

State of Idaho  
County of Blaine

This record was acknowledged before me on 18th day of October, 2019, by Steven M. Shafran.

  
\_\_\_\_\_  
Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

(STAMP)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The Southwesterly (60) feet of Lots 1 and 2 in Block 47 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, of Blaine County, Idaho, more particularly described as follows:

BEGINNING at the most Southerly Corner of said Lot 1; thence  
Northeasterly along the Southeasterly line of Lot 1, 60.00 feet, thence  
Northwesterly along a line parallel to the Southwesterly line of said Lots 1 and 2, 110.00 feet; thence  
Southwesterly along the Northwesterly line of said Lot 2, 60.00 feet; thence  
Southeasterly along the Southwesterly line of said Lots 1 and 2, 110.00 feet to the TRUE POINT OF  
BEGINNING.



## CLTA GUARANTEE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

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

### GUARANTEES

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

**Dated: October 23, 2023**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

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



## GUARANTEE CONDITIONS AND STIPULATIONS

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

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

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

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

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

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

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

9. **Limitation of Liability**

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

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

11. **Payment Loss**

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

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

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

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

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

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

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

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

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 23488239  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090065	\$1,000.00	October 23, 2023 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena-Benchmark Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

The Southwesterly Sixty (60) feet of Lots 1 and 2 in Block 47 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, of Blaine County, Idaho, more particularly described as follows:

BEGINNING at the most Southerly Corner of said Lot 1; thence  
Northeasterly along the Southeasterly line of Lot 1, 60.00 feet, thence  
Northwesterly along a line parallel to the Southwesterly line of said Lots 1 and 2, 110.00 feet; thence  
Southwesterly along the Northwesterly line of said Lot 2, 60.00 feet; thence  
Southeasterly along the Southwesterly line of said Lots 1 and 2, 110.00 feet to the TRUE POINT OF BEGINNING.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed  
Grantors: Steven M. Shafran, a married man as his sole and separate property  
Grantees: Derek Klomhaus and Anne Klomhaus, husband and wife, as community property with right of survivorship  
Recorded Date: November 15, 2019  
Instrument: 664923  
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

600 N East Ave, Ketchum, ID 83340

2. Taxes for the year 2022 are paid in full.  
Parcel Number: [RPK0000047001A](#)

Original Amount: \$9,247.50  
Without Homeowner's Exemption

3. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.
4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
5. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).
6. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 17, 1936 as Instrument No. [74054](#), records of Blaine County, Idaho.
7. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
8. Exceptions and Reservations as contained in a/an Agreement.  
By & Between: Andrew Jackson Mayo, a single man and Robert C. Hastings and Mary B. Hastings, husband and wife.  
Purpose: Garage on subject lot encroaches onto neighboring lot  
Recorded: July 30, 1997  
Instrument No.: [404887](#), records of Blaine County, Idaho.
9. Terms and conditions contained in a/an Right of First Refusal Agreement by and between Steven M. Shafran, a married person dealing in his sole and separate property and Stephen E. Babson and Melissa N. Babson, husband and wife.  
Recorded: March 30, 2018  
Instrument No.: [650775](#), records of Blaine County, Idaho.
10. Terms and conditions contained in a/an Right-of-Way Encroachment Agreement 20224 by and between Steven Shafran and the City of Ketchum, Idaho, a municipal corporation.  
Recorded: August 13, 2018  
Instrument No.: [654107](#), records of Blaine County, Idaho.
- Amended Right-of-Way Encroachment Agreement 20224.  
Recorded: January 7, 2019  
Instrument No.: [657568](#), records of Blaine County, Idaho.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Special Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: September 21, 2023  
Instrument No.: [702392](#), records of Blaine County, Idaho.
12. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:  
Amount: \$2,565,000.00  
Trustor/Grantor: Derek Klomhaus and Anne Klomhaus, husband and wife  
Trustee: Fidelity National Title Insurance Company  
Beneficiary: First Republic Bank  
Dated: October 19, 2021  
Recorded: October 26, 2021  
Instrument No.: [688105](#), records of Blaine County, Idaho.

Sun Valley Title  
By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a stylized, cursive manner.

Nick Busdon, Authorized Signatory

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-2222-000090065

**Name of Assured:** Galena-Benchmark Engineering

**Date of Guarantee:** October 23, 2023

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Derek Klomhaus and Anne Klomhaus, husband and wife, as community property with right of survivorship

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



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

File Number: \_\_\_\_\_

### APPLICATION FOR A WAIVER OF REQUIREMENTS

Name: Galena-Benchmark Engineering for Derek and Anne Klomhaus

Phone No. (business): 208-726-9512 (home): \_\_\_\_\_

Mailing Address: P.O. Box 733, Ketchum, ID 83340

Project Address: 700 N East Avenue

Legal Description: W 55X60' of Lots 1 & 2, Block 47, Ketchum Townsite

Zoning Designation: LR

Overlay District: Flood ☐ Avalanche ☐ Pedestrian ☐ Mountain ☐

Please state with particularity the matters the applicant seeks waiver or deferral:

A lot consolidation of fractional Lots 1 & 2 into one lot. There is an existing home which  
straddles the common lot line as depicted on preliminary plat. The existing two lots are sub-  
standard for the LR zoning district. This lot consolidation will make the lot less non-conforming.

Please state how the waiver or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

Since there is already a home on the property, this proposed amendment would have no  
impact on the neighboring property owners.

Applicant's Signature: \_\_\_\_\_

Date: 11/10/23

Once your application has been received, we will review it and contact you with next steps.

No further action is required at this time.

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





City of Ketchum  
Planning & Building

IN RE: )  
 )  
Ketchum Townsite: Block 47: Lot 1B Preliminary Plat) KETCHUM CITY COUNCIL  
Lot Consolidation Preliminary Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
File Number: P23-101 ) DECISION  
 )  
Date: February 5, 2024 )  
 )

PROJECT: Ketchum Townsite: Block 47: Lot 1B Preliminary Plat

APPLICATION TYPE: Lot Consolidation Preliminary Plat

FILE NUMBER: P23-101

PROPERTY OWNER: Derek & Anne Kломhaus

REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering

LOCATION: Ketchum Townsite: West 55' x 60' of Lots 1 & 2 of Block 47

ZONING: Limited Residential (LR)

#### RECORD OF PROCEEDINGS

The City of Ketchum received the application for the 600 East Ave Preliminary Plat on November 16, 2023. Following receipt of the complete application, staff routed the application materials to all city departments for review. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below. The Planning & Zoning Commission considered the 600 East Lot Consolidation Preliminary Plat Application File No P23-101 during their meeting on January 23, 2024 and recommended approval to City Council.

#### 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:

The project proposes to consolidate the West 55' x 60' of Lots 1 & 2 of Block 47 within the Ketchum Townsite, requiring a preliminary plat following procedures outlined in KMC 16.04.030 as per section 5.C of Ordinance 1249. Preliminary plats require a public hearing in front of the Planning & Zoning Commission where the Commission recommends approval, approval with conditions, or denial of the preliminary plat on to City Council. If approved by the Council, a final plat for the lot consolidation must be submitted and approved by the City Council.

The Council reviewed the lot consolidation preliminary plat application for conformance with KMC 16.04.030 – Procedures for subdivision approval, KMC 16.04.040 – Development and Design, as well as three additional criteria and a waiver as required by Ordinance 1249.

Per Ordinance 1249, lot consolidations are now required to undergo a preliminary plat procedure and must meet three additional criteria and submit a waiver. The additional criteria include:

1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.

#### *Criteria 1: Conformance with Building Permit & Land Use Development Approvals*

As a residence exists on the property, no building permit or land use application were reviewed concurrently with the preliminary plat.

#### *Criteria 2: Zoning Regulations*

Lots modified or created through subdivision applications must demonstrate that lots conform to the minimum lot area, minimum lot width, and building setback lines outlined in KMC 17.12.030. The proposed lot consolidation results in a new lot which, while still nonconforming in many aspects, is closer to a conforming manner than the existing two lot configuration. As noted above, the existing lot configuration has two lots which are roughly 1/3 the minimum lot size in the LR zone district and a residence which crosses over a property line, which does not meet side setback requirements and violates the city's adopted building codes. As stated previously, while the project cannot result in a lot and residence which are conforming across all standards, the goal was to bring the site closer to a conforming state compared to the existing conditions. As stated previously, non-conforming uses and buildings, such as the existing residence, are allowed to be maintained so long as no land use or subdivision application increases the degree of nonconformity as stated in chapter 17.136.

Lots in the LR zone are required to be a minimum of 9,000 square feet with an average width of 80 feet. For this application, the resulting lot area of 6,617 square feet would still be below the minimum lot size requirement but would be an improvement over the existing lot sizes and more reflective of the original Ketchum Townsite lot size.

Average lot width is calculated by taking a width measurement, parallel to the front property boundary at every 10 feet for the depth of the property and taking the average of those measurements. The front property line (property line parallel to 6th St) has an average width of 60 feet, less than the required 80 ft width in the LR zone. The project does not change the average lot width so the consolidation does not result in this standard being in a worse state.

Setbacks from all exterior lot lines will not be changed as a result of the proposal. What will be modified is the interior lot line separating the two existing lots. As mentioned above, the existing residence is situated on this interior lot line resulting in a residence that is non-conforming with regards to setbacks from that existing lot line. The consolidation would result in this non-conformity no longer being present.

While some non-conformities would still exist if the lot consolidation were to be approved, no nonconformities would be increased as a result of the application.

### ***Criteria 3: General conformance with Comprehensive Plan***

Ordinance 1249 requires lot consolidation projects to have general conformance with the 2014 Comprehensive Plan. The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014 which outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city. Specifically, the plan includes goals and policies in Chapter 4: Community Design and Neighborhoods that relate to the proposed application.

- Community Design and Neighborhoods Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
  - Policy CD-1.3 discusses infill and redevelopment projects. The policy emphasizes the importance of contextually appropriate projects. Specifically, projects should consider natural and manmade features adjoining a development site, not a certain style. In contrast to that, the plan also states that each neighborhood or district should include a mix of design elements that will reinforce its unique design (Policy CD-1.1). The subject property is located within the Knob Hill Neighborhood, a neighborhood which features a broad spectrum of early settlement architecture, mid-century modern residences, and newer mountain modern architecture. The proposed lot consolidation maintains the small town character as the resulting lot is similar in size to the standard Ketchum Townsite lots of 5,500 square feet & 8,250 square feet.
- Future Land Use Map (FLUM)
  - The FLUM designates the subject property as “Low Density Residential”. Primary uses for this land use designation include “Single-family and duplex residences and accessory units.” The plan also states that “the average density of a residential area in this category is not to exceed about five units per acre.” A density of five units per acre equates to approximately one primary dwelling unit per 8,700 square feet of land. The proposed lot consolidation would result in a lot area of 6,617 square feet, which better aligns with the goal than the current lot configuration. Accessory dwelling units are not counted in density calculations as they are considered accessory and optional.

In reviewing the applicable Comprehensive Plan policies and goals, the Council finds the project to maintain or improve the site conditions in order to better meet those goals/policies.

### ***Waiver required by Ordinance 1249***

Per Ordinance 1249, consolidation of lots are permitted subject to a waiver. As stated in KMC 16.04.130, waivers, “must show that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.”

The Councils review of how the proposed lot consolidation interacts with the public welfare, health and safety has been discussed in the Preliminary Plats general conformance with the comprehensive plan above. As seen in that section, the Council believed the project would not be detrimental to the public welfare, health and safety.

## **FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS**

### **Preliminary Plat Requirements**

Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on November 16, 2023.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	The subdivision application was deemed complete on November 16, 2023.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  The scale, north point and date.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Ketchum Townsite: Block 47, Lot 1B" which is not the same as any other subdivision in Blaine County, Idaho
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Derek & Anne Klomhaus. The plat was prepared by Robert Brier of Galena-Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	The preliminary plat indicates the boundary lines of adjoining lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 identifies the outline of the existing building as well as adjacent streets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #5 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.

			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	Sheet 1 shows the water and sewer lines serving the lot.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	Sheet 1 includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25%. This application combines two lots within the original Ketchum Townsite and does not create a new lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.

			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the lot area for Lot 1B is 6,617 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Existing mature trees and shrub masses on the subject property are identified on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated October 23, 2023 and a warranty deed recorded on October 18, 2023 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.

			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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: <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope,</li> </ol> </li> </ol>

				<p>and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<ol style="list-style-type: none"> <li>1. The lot size is increasing to 6,617 square feet, less than the required 9,00 square feet in the LR zone. The lot width is 60', less than the required 80' width in the LR zone. The proposal eliminates the non-conforming interior lot line setbacks. Other setbacks along all exterior lot lines are not changing through the proposal.</li> <li>2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, and does not contain slopes greater than 25%. This application combines two lots within the original Ketchum Townsite and does not create a new lot.</li> <li>3. The subject property is within the original Ketchum Townsite</li> <li>4. Lot 1B side lot lines are within 20 degrees to a right angle to the street lot line along East Avenue &amp; 6<sup>th</sup> Street.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Lot 1B will have 60 feet of frontage along 6<sup>th</sup> Street and 110 square feet along East Avenue.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> </ol>



			<p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p>
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				<p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				This standards is not applicable. This proposal does not create a new street, private road or bridge.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	This standard does not apply as the subject property is in a residential zoning district which do not require alleys.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain</p>

				<p>such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	N/A. No easements are proposed or required for this project. The project does not create a new private street. The property is not adjacent to any waterways or located within the floodplain or riparian area.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No sanitary sewage disposal improvements are required for this project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department</p>

				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.
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No water system improvements are required for this project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. Planting strips are not required for this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> </ol>

				<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No grading improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No drainage improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No utility improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>

			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. Off-site improvements are not required or proposed with this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche and mountain overlay. All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in title 17 of this Code.
			<i>Findings</i>	This standard is not applicable as this application is not within the Avalanche or Mountain Overlay
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	This standard is not applicable as the subject property is developed with an existing residence and private landscaping.

### 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 Lot Consolidation 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 Lot Consolidation Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Ketchum Townsite: Block 47: Lot 1B Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Council **approves** of this Lot Consolidation Preliminary Plat Application File No. P23-101 this Monday, February 5, 2024 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 5<sup>th</sup> day of February 2024.

---

Neil Bradshaw, Mayor

# WHITE PETERSON

## ATTORNEYS AT LAW

KELSY R. BRIGGS  
MARC J. BYBEE  
WM. F. GIGRAY, III  
DANIEL W. GOODMAN  
MATTHEW A. JOHNSON  
JACOB M. JONES  
WILLIAM F. NICHOLS \*

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.  
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TERRENCE R. WHITE  
OF COUNSEL  
WILLIAM F. "BUD" YOST  
OF COUNSEL

\* Also admitted in OR

February 1, 2024

To: City Council, City of Ketchum

From: Matthew Johnson, City Attorney

Re: Sawtooth Serenade Administrative Appeal – Scheduling Order

Recommended Motion: *I move to approve the Scheduling Order and Notice as presented.*

### Background:

This is a procedural step for the City to process an administrative appeal filed with respect to a determination of the Planning Director and administrative appeal decision of the Planning and Zoning Commission.

Under Ketchum Municipal Code §17.144.020, the Council orders a hearing date for the administrative appeal and also accepts certain procedural steps, all of which are specified in the attached Order.

This is an administrative appeal hearing where the Council will sit in a quasi-judicial role in review of the Planning and Zoning Commission decision below. There will be oral arguments by the parties, but there is no public hearing and public comments will not be taken. Council will have full discretion to ask questions of the parties, staff, and/or city attorney as we needed.

The Council will be provided the briefs of the parties, as well as the record including transcripts if applicable.

I will be available at the February 5, 2024 Council meeting to answer any additional questions on procedure that may arise in connection with the Scheduling Order. Questions or concerns on the substance of the administrative appeal should be reserved for the March 4, 2024 hearing.

The City will be engaging a conflict counsel for purposes of assisting the Council procedurally at the March 4, 2024 hearing and for purposes of helping prepare the Council's decision. Abbey Germaine, with the law firm of Elam & Burke, will be serving in this role. This is because I will be serving in the role of representing the Planning and Zoning Commission's decision for the March 4, 2024 hearing, including answering any questions about the Planning and Zoning Commission's hearing.





City of Ketchum  
City Hall

**SCHEDULING ORDER AND NOTICE**  
**Administrative Appeal: Sawtooth Serenade Design Review**

An administrative appeal was filed by Scott and Julie Lynch & Yah Bernier and Elizabeth McCaw & Distrustful Ernest Revocable Trust (Applicant/Appellant), with respect to the above-referenced applications and associated Planning Director Determination, dated August 24, 2023, and associated Planning and Zoning Commission Administrative Appeal Decision, dated November 28, 2023. The administrative appeal of the Planning and Zoning Decision was timely filed to the City Council. The administrative appeal was filed pursuant to Ketchum Municipal Code 17.144.020.

The City Council hereby finds and orders that:

1. The Planning and Zoning Director has certified and reported that the procedural requirements have been met. KMC 17.144.020(A).
2. A record of the proceeding has been prepared and is accepted by the Council. KMC 17.144.020(A).
3. Verbatim transcripts of the proceedings have been prepared at the Appellant's expense and transmitted to the Council, which accepts and incorporates such into the record of proceedings. KMC 17.144.020(A).
4. The schedule for the hearing and any briefing shall be as set forth in this Order.
5. Hearing Date: This matter is set for hearing before the City Council at its regular meeting and location on March 4, 2024. KMC 17.144.020(B).
6. Briefing Schedule: Appellant is to submit any brief or memorandum in support of the appeal by 5:00 p.m. on February 19, 2024. A response brief or memorandum, if desired, is to be submitted by 5:00 p.m. on February 26, 2024. A reply brief, if desired by Appellant, is to be submitted by 5:00 p.m. on February 29, 2024. All briefs/memos are to be sent to the parties to the administrative appeal, Planning Director, and the City Attorney. All have agreed that electronic delivery of the documents is sufficient.
7. Council Review Authority: "Upon hearing the appeal, the Council shall consider only matters which were previously considered by the Commission as evidenced by the record, the order, requirement, decision or determination of the Commission and the notice of appeal, together with oral presentation and written legal arguments by the appellant, the applicant, if different than the appellant, and the Commission and/or staff representing the Commission. The council shall not consider any new facts or evidence at this point. The council may affirm, reverse or modify, in whole or in part, the order, requirement, decision or determination of the Commission. Furthermore, the council may remand the application to the Commission for further consideration with regard to specific criteria stated by the council."

KMC 17.144.020(C).

8. Decision: A written decision will be entered within 30 days of conclusion of the appeal hearing. All parties, the Commission, and any affected party of record have a right to request and/or will be provided a copy of the decision. KMC 17.144.020(B)&(D).

Date of Order: February 5, 2024.

---

Neil Bradshaw, Mayor

ATTEST

---

Trent Donat, City Clerk



## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 5, 2024 Staff Member/Dept: Abby Rivin, AICP – Senior Planner

Agenda Item: Recommendation to approve the Walnut & Fourth Condominiums Subdivision Final Plat.

#### Recommended Motions:

I move to approve the Walnut & Fourth Condominiums Subdivision Final Plat and adopt the findings of fact, conclusions of law, and decision.

#### Reasons for Recommendation:

- The mixed-use development located at 589 4<sup>th</sup> Street East received design review approval (P20-046) on September 15, 2020 and preliminary plat approval (P23-053) on December 4, 2023.
- A building permit was issued for the mixed-use development on September 15, 2020 (B21-009) and the project is nearing completion.
- The request meets all applicable standards for Final Plats and Condominium Subdivisions contained in Ketchum Municipal Code's subdivision (Title 16) regulations. Per the conditions of approval for the condominium preliminary plat, all conditions of the design review approval and preliminary plat must be met prior to approval of the final plat. All conditions have been met and all city department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

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

#### Sustainability Impact:

None OR state impact here: The development was built to meet the green building code requirements previously in effect in Ketchum.

#### Financial Impact:

None OR Adequate funds exist in account: None

#### Attachments:

1. Application & Supplemental Materials
2. Walnut & Fourth Condominiums Subdivision Final Plat
3. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment A  
Application  
&  
Supplemental Materials



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
Application Number	P23-053A
Date Received:	12/18/23
By:	HLN
Fee Paid:	\$2000
Approved Date:	
By:	

Subdivision Application-Final Plat

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5<sup>th</sup> 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](http://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: Walnut & Fourth Condominiums			
Owner of Record: Walnut & Fourth, LLC			
Address of Owner: c/o Gregory C. Carr, 313 North Water Ave., Idaho Falls, ID 83402			
Representative of Owner: Dave Patrie, Galena - Benchmark Engineering			
Legal Description: Lot 7A, Block 44, Ketchum Townsite RPK 0000044007A			
Street Address: 580 4th Street East, Ketchum, ID 83340			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 17 condominium units			
Total Land Area: +/- 16,512 S.F. (0.38 acre)			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: NA			
Easements to be dedicated on the final plat: Public Utility Easement as shown on the attached plat.			
Briefly describe the improvements to be installed prior to final plat approval: The infrastructure & condominium units shall be complete.			
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 <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>			

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

Cinda P. Lewis, REPRESENTATIVE  
Applicant Signature

12-13-23  
Date

9

RECORDING REQUESTED BY  
AND  
WHEN RECORDED RETURN TO

Thomas C. Praggastis  
Post Office Box 6090  
Ketchum, Idaho 83340

Mail Tax Statements To:

Walnut & Fourth, LLC  
c/o Gregory C. Carr  
313 N. Water Avenue  
Idaho Falls, ID 83402

(Space Above Line for Recorder's Use)

QUITCLAIM DEED

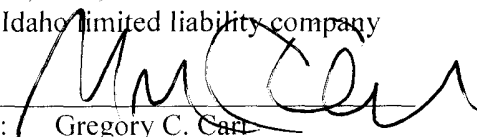
FOR VALUE RECEIVED, GCC, LLC, an Idaho limited liability company, Grantor, does hereby convey, release, remise and forever quitclaim unto WALNUT & FOURTH, LLC, an Idaho limited liability company, Grantee, all of Grantor's right, title and interest in the following described real property located in Blaine County, Idaho:

Lots 7 and 8 in Block 44 of the CITY OF KETCHUM, as shown on the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

The Property shall be held by Grantee subject to reservations, restrictions, encumbrances, easements and other matters of record.

DATED this 10<sup>th</sup> day of November, 2019.

GCC, LLC,  
an Idaho limited liability company

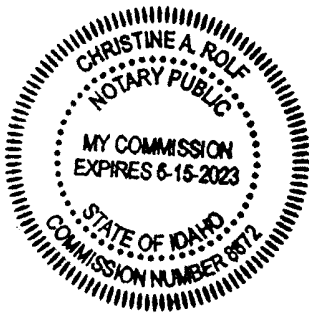
By:   
Its: Manager

STATE OF Idaho )  
 ) ss.  
County of Blaine )

On this 16<sup>th</sup> day of November, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY C. CARR, known to me to be the Manager of GCC, LLC, an Idaho limited liability company, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

Christina A. Rolf  
Notary Public for State of  
Residing at Hailey, Idaho  
Commission Expires: 6.15.2023





## CLTA GUARANTEE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

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

### GUARANTEES

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

**Dated: March 8, 2023**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.



## GUARANTEE CONDITIONS AND STIPULATIONS

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

## GUARANTEE CONDITIONS AND STIPULATIONS

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

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

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

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

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

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

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

9. **Limitation of Liability**

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

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

11. **Payment Loss**

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

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

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

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

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

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

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

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

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 23472754  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000061556718	\$1,000.00	March 8, 2023 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 7A, Block 44 of LOT 7A, BLOCK 44, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 682495, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Quit Claim Deed  
Grantors: GCC, LLC, an Idaho limited liability company  
Grantees: Walnut & Fourth, LLC, an Idaho limited liability company  
Recorded Date: November 22, 2019  
Instrument: 665131  
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

580 E 4th St, Ketchum, ID 83340

2. Taxes for the year 2022 are paid in full.  
Parcel Number: [RPK0000044007A](#)  
Original Amount: \$10,785.92

3. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.

4. Real property taxes which may be assessed, levied and extended on any subsequent and/or occupancy roll with respect to improvements completed during the current tax year and previous tax years, which escaped assessment on the regular assessment roll, which are not yet due and payable.

5. Water and sewer charges, if any, for the City of Ketchum.

6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).

7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 7A, Block 44, Ketchum Townsite](#).

8. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded January 14, 1980 as Instrument No. [200412](#), records of Blaine County, Idaho.

9. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement.

Granted to: CLM Properties, a California general partnership

Purpose: Support and maintenance of a building wall and foundation

Recorded: April 6, 1984

Instrument No.: [250232](#)

10. Terms and conditions contained in a/an FAR Exceedance Agreement Contract #20595 by and between the City of Ketchum and Walnut & Fourth LLC.

Recorded: May 12, 2021

Instrument No.: [682499](#), records of Blaine County, Idaho.

11. Terms and conditions contained in a/an FAR Exceedance Agreement #20595A by and between the City of Ketchum and Walnut & Fourth LLC.

Recorded: January 4, 2023

Instrument No.: [698234](#), records of Blaine County, Idaho.

12. Terms and conditions contained in a/an Right-of-Way Encroachment Agreement 22814 by and between the City of Ketchum, Idaho, a municipal corporation and Walnut & Fourth, LLC.

Recorded: January 24, 2023

Instrument No.: [698578](#), records of Blaine County, Idaho.

13. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$1,855,000.00

Trustor/Grantor: GCC LLC, an Idaho limited liability company

Trustee: Blaine County Title

Beneficiary: Bank of Idaho

Dated: May 6, 2019

Recorded: May 6, 2019

Instrument No.: [659935](#)

An agreement to modify the terms and provisions of said Deed of Trust as therein provided.

Recorded: February 8, 2023

Instrument No.: [698790](#), records of Blaine County, Idaho.

**Sun Valley Title**

**By:**



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000061556718

**Name of Assured:** Galena Engineering

**Date of Guarantee:** March 8, 2023

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Walnut & Fourth, LLC, an Idaho limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

**CONDOMINIUM DECLARATION**

**FOR**

**WALNUT & FOURTH CONDOMINIUMS**

DRAFT

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**LAWSON LASKI CLARK, PLLC**  
675 Sun Valley Road, Suite A  
Post Office Box 3310  
Ketchum, ID 83340

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## **CONDOMINIUM DECLARATION FOR WALNUT & FOURTH CONDOMINIUMS**

THIS CONDOMINIUM DECLARATION (the "Declaration") dated for reference purposes \_\_\_\_\_, 2023, shall be effective upon recordation in the office of the Recorder in Blaine County, Idaho. This Declaration is made by Walnut & Fourth, LLC, an Idaho limited liability company (the "Declarant"). Declarant is the owner of certain real property in the City of Ketchum, Blaine County, Idaho more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Declarant hereby makes the following grants, submissions, and declarations:

### **ARTICLE 1. IMPOSITION OF COVENANTS**

Section 1.1 Purpose. The purpose of this Declaration is to create a mixed use residential and commercial condominium project known as Walnut & Fourth Condominiums (the "Project") by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 et seq., as amended and supplemented from time to time (the "Act"). The Project shall be a combination residential and commercial project consisting of: (a) two (2) residential units and four (4) commercial units on the second floor; (b) four (4) commercial units on the first floor; and (c) two (2) community housing units, one (1) commercial unit, and four (4) storage units in the basement plus associated Common Areas and Limited Common Areas, all as determined by Declarant.

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Project, to further a plan for the improvement, lease, sale and ownership of the Units in the Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Project.

Section 1.3 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

## **ARTICLE 2. DEFINITIONS**

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 “Act” means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.2 “Allocated Interests” means the undivided interest in the Common Elements and the Common Expense Liability and the votes in the Association allocated to each of the Units in the Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.3 “Articles of Incorporation” means the Articles of Incorporation of Walnut & Fourth Condominiums Owners’ Association as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit C.

Section 2.4 “Assessments” means the annual, special and default Assessments, if any, levied pursuant to this Declaration.

Section 2.5 “Association” means the Walnut & Fourth Condominiums Owners’ Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.6 “Board of Directors” or “Board” means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.

Section 2.7 “Bylaws” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including the amendments thereto, copies of which are attached hereto as Exhibit D.

Section 2.8 “Commercial Unit” means Units with a “C” prefix as depicted on the Plat as follows: C-110, C-120, C-150, C-160, C-210, C-220, C-230, C-240, C-B1, C-B4, C-B5, C-B8 and C-B9. Commercial Units B-4, B-5, B-8 and B-9 are designed primarily for use for storage.

Section 2.9 “Common Area” or “Common Elements” means all of the Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

- (a) the Property; and
- (b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the Unit Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith), whether located exclusively within the boundaries any Unit or Units or not, except for the Units; and
- (c) corridors, elevators, and stair towers; and
- (d) the yards, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, plaza, parking garage and parking areas, and related facilities upon the Property; and
- (d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and
- (e) in general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.



The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.10 "Common Expenses Liability" means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.11 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;
- (b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- (c) all sums lawfully assessed against the Units by the Board of Directors;
- (d) expenses agreed upon as Common Expenses by the members of the Association;
- (e) expenses provided to be paid pursuant to any Management Agreement; and
- (f) personal property associated with the Common Area.

Section 2.12 "Costs of Enforcement" means all monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

Section 2.13 "Declarant" means Walnut & Fourth, LLC, an Idaho limited liability company, its successors and assigns.

Section 2.14 "Declaration" means this Declaration, together with any supplement or amendment to this Declaration, and any other recorded instrument

however denominated that exercises a Development Right, executed by Declarant and recorded in the Records. The term Declaration includes all Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Plats without specific reference thereto.

Section 2.15 “Deed” means each initial Special Warranty, Warranty or Grant Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.16 “Eligible First Mortgagee” means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 19 entitled “Mortgagee Protections”.

Section 2.17 “First Mortgagee” means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.18 “Improvement(s)” means the building (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.19 “Limited Common Elements” means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include the common or party wall shared by adjoining Units which are owned by the same Person, any window, patio or deck door, balcony, deck, patio, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes, doorsteps, stoops, porch, balcony or patio designated or designed to serve a single Unit but located outside the Unit’s boundaries, storage spaces and parking spaces outside Units designated as Limited Common Elements in this Declaration or on the Plat, if any. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also include any portion of the Common Elements allocated by this Declaration or on the Plat as Limited Common Elements. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the Association’s overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine care and cleaning of the walls, ceilings and floors of any balcony, patio or of any other Limited Common Elements appurtenant

to and accessible only from the Unit Owner's Unit, and for keeping the same in a clean, sanitary, and attractive condition. Extraordinary maintenance and renovations of the Limited Common Elements shall require the prior written approval of the Association or shall be performed by the Association. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

Limited Common Elements may be classified as "Commercial Limited Common Elements" or "Residential Limited Common Elements." The designation as a Residential Limited Common Element means the area so designated shall be used by all Residential Unit Owners in common, to the exclusion of the Commercial Unit Owner.

Section 2.20 "Majority of Owners" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total voting power of the members of the Association.

Section 2.21 "Management Agreement" means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Project.

Section 2.22 "Managing Agent" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

Section 2.23 "Occupant" means any member of a Residential Unit Owner's family or a Unit Owner's guests, invitees, tenants, employees, or licensees who occupy a Unit or are on the Common Elements for any period of time.

Section 2.24 "Period of Declarant Control" means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control the Association.

Section 2.25 "Person" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.26 "Plat" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Project in two dimensions, is executed by the Declarant, and is recorded in the Records.

Section 2.27 "Project" means the term as defined in Section 1.1 hereof.

Section 2.28 “Project Documents” means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Plat, and any procedures, Rules and Regulations included in the Walnut & Fourth Condominiums Rules, and any policies relating to the Project adopted under such documents by the Association or the Board of Directors.

Section 2.29 “Property” means that that term as defined in the introduction to this Declaration and more particularly described on Exhibit A, attached hereto.

Section 2.30 “Real Estate” means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.31 “Records” means the Office of the Clerk and Recorder in Blaine County, Idaho, and each other county in which any portion of the Project is located.

Section 2.32 “Residential Unit” means Units with a “R” prefix as depicted on the Plat as follows: R-250, R-260, R-B2 and R-B3. Residential Units B2 and B3 are designated for deed restricted community housing.

Section 2.33 “Rules and Regulations” means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Project in order to effectuate the intent and to enforce the obligations set forth in the Project Documents, as amended and supplemented from time to time. Separate Rules and Regulations may apply to the different classes of Units within the Project.

Section 2.34 “Security Interest” means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.35 “Special Declarant Rights” means those rights reserved by Declarant in Article 15 of this Declaration.

Section 2.36 "Unit" means a physical portion of the Project which is designated for separate ownership and the boundaries of which are described in or determined by this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Project as more specifically set forth on Exhibit B. Walls, floors or ceilings designated as boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Sections 2.9(b) and 2.19, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit may be either a Residential Unit or a Commercial Unit.

Section 2.37 "Unit Owner" or "Owner" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

### **ARTICLE 3 - DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP**

Section 3.1 Division Into Units. The Property is hereby divided into that number of Units described in Exhibit B, as amended from time to time, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Plat, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Unit. Except as provided in Section 3.5 below, and in Article 15: (a) no part of a Unit or of the legal rights comprising ownership of a Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Unit or any part thereof shall be presumed to be a

disposition of the entire Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in the Association.

**Section 3.4 Non-Partitionability of Common Elements.** The Common Elements shall be owned in common by all of the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Costs of Enforcement in defending any such action.

**Section 3.5 Alterations of Units; Relocation of Boundaries Between Adjoining Units.** Subject to receipt of prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association, Unit Owner(s) shall have the right to alter their Units, and relocate boundaries between their Unit and an adjoining Unit, combine adjoining Units and alter and improve Limited Common Elements and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act and an appropriate reallocation of the share of Common Area Ownership and Common Expense Liability as set forth on Exhibit B. Any costs associated with replatting required to accomplish the foregoing shall be the responsibility of the Owner.

#### **ARTICLE 4 - ALLOCATED INTERESTS**

**Section 4.1 Allocation of Interests.** The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Project or if Units are converted to Common Elements or Limited Common Elements.

**Section 4.2 Formulas for the Allocation of Interests.** The interests allocated to each Unit that are set forth on Exhibit B have been calculated by the Declarant using the following formulas:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the square footage of the interior floor area of each Unit in relation to the square footage of

the interior of all Units in the Project as a whole as determined by Declarant or, after the period of Declarant Control, the Association. Such percentage is to be used for tax assessments pursuant to Section 55-1514 of the Act as well as liability pursuant to Section 55-1515 of the Act.

(b) Common Expense Liability. The percentage of Common Expense Liability allocated to each Unit is based on the relative undivided interests in the Common Elements allocated to each Unit, calculated as set forth in Section 4.2(a), above.

(c) Votes. Each Unit shall be allocated one (1) vote for a total of seventeen (10) votes.

Section 4.3 Rounding Convention. Allocated Interests, stated as a fraction or as a percentage, shall be rounded to the nearest tenth of a percent (.1%) and shall, in total, be deemed to equal one hundred percent (100%) for the purpose of this Declaration.

## **ARTICLE 5 - PLAT**

The Plat shall be filed in the Records. The Plat shall be filed following substantial completion of the Improvement(s) depicted on the Plat and prior to the conveyance of any Unit depicted on the Plat to a purchaser. The Plat shall show the following:

- (a) the name and a general schematic map of the entire Project;
- (b) the location and dimensions of all existing improvements within that Real Estate;
- (c) the extent of any existing encroachments across any Project boundary;
- (d) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Project;
- (e) the location of each Unit and that Unit's identifying number;
- (f) horizontal Unit boundaries, with reference to all established data and that Unit's identifying number;

(g) any Units in which the Declarant has reserved the right to create additional Units or Common Elements, identified appropriately; and

(f) the approximate location and dimensions of all Limited Common Elements.

The Plat shall contain a certificate of a registered and licensed surveyor certifying that it was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

#### **ARTICLE 6 - LEGAL DESCRIPTION AND TAXATION OF UNITS**

Section 6.1 Contracts to Convey and Conveyances. Subsequent to the recording of the Declaration and Plat, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Unit \_\_\_\_, according to the Condominium Declaration for Walnut & Fourth Condominiums, recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_ and the Plat recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the office of the Recorder of Blaine County, Idaho.

Section 6.2 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership to a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions



contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.3 Separate Tax Assessments. Upon the filing for record of this Declaration and the Plat in the Records, Declarant shall deliver a copy of this Declaration to the assessor of Blaine County as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

## **ARTICLE 7 - UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS**

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Plat;
- (b) the right, without the obligation, of the Association from time to time to assign on an equitable basis portions of the Common Elements such as parking spaces or storage spaces for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;
- (c) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Project; and
- (d) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning the Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit.

## **ARTICLE 8 - MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

Section 8.1 Association Membership. The Association's Articles of Incorporation shall be filed no later than the date the first interest in a Unit in the Project is conveyed to a purchaser. Every Unit Owner shall be a member of the Association and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all of the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owner as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote(s) allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Project shall have the votes allocated in Section 4.2(c). A meeting of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Board of Directors, or by Unit Owners having twenty-five percent (25%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the

Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent prepaid by United States Mail to the mailing address of each Unit Owner or sent via e-mail with the Unit Owner's consent to receive notice by such means. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes, in person or by proxy, at the beginning of the meeting. Notwithstanding anything to the contrary contained herein, for a period of ten (10) years from the date of this Declaration, Declarant shall receive notice of and have the right to attend all meetings of the Association and/or its Board.

**Section 8.3 Meeting to Approve Annual Budget.** At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the budget proposed by the Board of Directors shall be mailed or sent via e-mail with the Unit Owner's consent to receive notice by such means, to the Unit Owners within thirty (30) days after its adoption by the Board of Directors, along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless, at such meeting, a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified, regardless of whether a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

**Section 8.4 Unit Owners' and Association's Addresses for Notices.** All Unit Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Unit Owners for notices, demands, and all other communications regarding Association matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the secretary of the Association or its' designated agent within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this

Section 8.4. If the address of the Unit is the registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s). For the purposes of meeting Notices, any Unit Owner may consent to receive notice by email by providing the Association a current email address. Such email address shall be deemed valid unless and until a new email address is provided to the Association or consent to receive notice by email is withdrawn by the Unit Owner.

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to the Association written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

Section 8.6 Declarant Control of the Association. In order to ensure an orderly commencement of the occupation and operation of the Project, there shall be a Period of Declarant Control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors, notwithstanding any voting requirements or other procedural requirements set forth herein or in the Bylaws. The Period of Declarant Control shall commence upon the recording of this Declaration and shall terminate two (2) years thereafter.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Residential Unit Owners. The Board of Directors shall consist of three (3) members, all of whom shall initially be appointed by the Declarant. Terms shall be for a period of two (2) years, except that the terms of one of the initial Board members shall be one (1) year. Not later than sixty (60) days after conveyance of the second Residential Unit to Unit Owners other than Declarant, one (1) member of the Board of Directors shall be elected by Residential Unit Owners. Following the period of Declarant Control, in order to insure representation of Residential Unit Owners and the Commercial Unit Owner in the affairs of the Association and to protect the valid interests of the Residential Units and the Commercial Unit in the operation of the Project, the Owners of the Residential Units, voting as a class, shall be entitled to elect one (1) member of the Board of Directors, and the Owner of the Commercial Unit shall be entitled to appoint one (1) member of the Board of Directors and the third director shall be elected by a majority of the votes. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Subject to Section 8.6 hereof, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by ninety percent (90%) vote of all votes cast at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days the termination of the Period of Declarant Control, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

- (a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;
- (b) an accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends;
- (c) the Association funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;

(e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Unit Owners, the Association or its members of the Board of Directors and officers are named as insured persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of the Association;

(i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(k) employment contracts in which the Association is a contracting party;

(l) any service contract in which the Association is a contracting party or in which the Association or the Unit Owners have any obligation to pay a fee to the persons performing the services;

(m) operation and maintenance documentation of any and all equipment owned by the Association; and

(n) maintenance recommendations for Common Elements including but not limited to furnishings, equipment, elevators and corridor surfaces, spas furniture and garbage receptacles.

Section 8.10 Agent for Service of Process. The Association's initial agent for service of process as contemplated by the Act shall be the person identified as such in the Articles of Incorporation.

## **ARTICLE 9 - ASSOCIATION POWERS AND DUTIES**

Section 9.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Unit Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 Association Powers. The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the administration of the affairs of the Association and the upkeep of the Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) create and maintain reserve accounts;

- (e) hire and discharge Managing Agents;
- (f) hire and discharge employees and agents, other than Managing Agents, and independent contractors;
- (g) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Project;
- (h) make contracts and incur liabilities;
- (i) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (j) cause additional improvements to be made as part of the Common Elements;
- (k) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;
- (l) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;
- (m) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;
- (n) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of the Association;
- (o) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;



(p) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;

(q) assign the Association's right to future income, including the right to receive Assessments;

(r) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;

(s) exercise any other powers conferred by this Declaration or the Bylaws;

(t) establish policies and procedures for entry into Units under authority granted to the Association in the Project Documents for the purpose of cleaning, maid service, maintenance and repair including emergency repair, and for the purpose of abating a nuisance or a known or suspected dangerous or unlawful activity;

(u) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and

(v) exercise any other power necessary and proper for the governance and operation of the Association.

**Section 9.3 Actions by Board of Directors.** Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.

**Section 9.4 Board of Directors Meetings.** All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and at the request of any member, agendas for meetings of the Board of Directors shall be made reasonably available for examination by the member of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

(a) budget consideration;

(b) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

(c) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(d) investigative proceedings concerning possible or actual criminal misconduct;

(e) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(f) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to violations and collections proceedings.

#### ARTICLE 10 – ASSESSMENTS

Section 10.1 Commencement of Annual Assessments. Until the Association makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 10.2 Annual Assessments. The Association shall levy annual Assessments to pay for the Common Expense Liability allocated to each Unit pursuant to this Declaration, and pay in accordance with Section 10.5. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Project Documents, and the funding of reserve funds created pursuant to Section 10.14 of this Declaration. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be applied to (i) the following year's Annual Assessment, (2) a capital reserve fund, or (3) a refund or Owners or credit against future assessments as determined by the Board of Directors.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B, subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves. All Common Expenses associated with maintenance, repair or replacement of areas that serve exclusively Residential Units or the Commercial Unit shall be allocated to only such Units.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments are to be paid in quarterly installments in advance and shall be due and payable to the Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within thirty (30) days after it shall

have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

**Section 10.6 Default Assessments.** All Costs of Enforcement assessed against a Unit Owner pursuant to the Project Documents, or any expense of the Association which is the obligation of a Unit Owner pursuant to the Project Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner ten (10) days prior to enforcing any remedies for non-payment hereunder.

**Section 10.7 Covenant of Personal Obligation for Assessments.** Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the Association, and hereby do so covenant and agree to pay to the Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

**Section 10.8 Lien for Assessments; Assignment of Rents.** The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Project Documents shall be burdens running with the specific Unit to which such Assessments apply. The Association may impose a lien upon a specific Unit, by preparing a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Upon any default in the payment of annual, special, or default Assessments, the Association

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

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Unit pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments. Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a

purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001 et seq., as amended. The Association's lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

- (a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute; and
- (b) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of a First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such party acquires title to the Unit, except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the Association. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

- (a) the amount of any unpaid Assessments then existing against a particular Unit;
- (b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;
- (c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and
- (d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the

interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by the Association pursuant to the requirements of the Act.

Section 10.14 Reserve Funds. The Association shall maintain (i) a capital reserve fund for the repair, restoration and replacement of the Common Elements; and (ii) a general operating reserve fund. The Association may increase the reserve funds or replace funds withdrawn from any reserve funds with funds collected through Assessments. The amounts held in such reserve funds shall be set at the discretion of the Board of Directors. All reserve funds shall be maintained in FDIC insured, interest bearing accounts.

## **ARTICLE 11 - MAINTENANCE RESPONSIBILITY**

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the purchase and sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Residential Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of the Association, which approval may be denied, or conditioned, in the Association's sole discretion. Owners of the Units shall install and maintain window coverings at their own expense that are consistent with the standards adopted by the Association.

Any decoration, maintenance or repair to the Unit must be performed in such a manner, so that it shall be in compliance with industry standard codes and construction practices.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit



Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors, and any heating and/or cooling equipment for the exclusive use of the Unit and any Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. The Commercial Unit Owner shall be responsible for the maintenance, repair and replacement of all windows and doors in the Commercial Unit. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows except if as a result of a negligent or willful act of said Owner. The Association shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 16.

The Association shall not be responsible for damage that occurs due to the Unit Owner's failure to abide by the operation recommendations included in Operation, Maintenance and/or Warranty Manuals for the Unit or for Common Elements.

**Section 11.3 Unit Owner's Negligence.** In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by the Association within seven days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

**Section 11.4 Responsibility of the Association.** The Association, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Project not required in this Declaration to be maintained and kept in good repair by a Unit Owner or by Declarant.

**Section 11.5 Utilities and Services.** The Association shall be responsible for obtaining utilities for Common Areas and to a Common Area demark to service all Units including, but not limited to, heating, cooling, water, sewer, electric, trash, recycling, and cable/internet. Such Utilities and Services shall be separately metered to each Unit to the extent reasonably feasible, and otherwise allocated by the Association based on a reasonable assessment of each Unit's relative usage.

## **ARTICLE 12 - MECHANICS' LIENS**

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Plat in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the Association from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by the Association. At its own initiative or upon the written request of any Unit Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association pursuant to this Declaration.

## **ARTICLE 13 - USE RESTRICTIONS**

Section 13.1 Use of Units. Except for uses reserved to Declarant in Article 15 entitled "Special Declarant Rights and Additional Reserved Rights", all Residential Units shall be used for single family dwelling and lodging purposes only. Unit Owners of the Residential Units may rent or lease such Units to others for these purposes, however Short Term Rentals, (ie rentals for a period of less than thirty (30) days) shall not be allowed. The residential/housing portions of the Of the Commercial Unit shall likewise preclude Short Term Rentals.

Section 13.2 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Residential Unit Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of the Association. There shall be no rubbish or debris of any kind placed or permitted to accumulate and no odors shall be permitted to arise from the property so as to render any portion of the Project unsanitary, unsightly, offensive or detrimental to any property or person. Trash, garbage or other waste shall be kept only in sanitary containers. No Unit Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used for it, which shall be located in places specifically designed for such purpose. No smoking shall be permitted in Common Areas, including Limited Common Areas. Any exterior fire pit or grill located on Limited Common Area shall be fueled by natural gas; no wood or charcoal fires shall be allowed.

Section 13.3 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 13.4 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element nor any modification of water distribution lines shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. No clothes lines, satellite dishes, television antennas, wiring or installation of air conditioning equipment, window coverings or other improvements, alterations or decorations visible from outside a Unit

shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. Except for interior decorations not visible from outside a Unit and alteration or relocation of walls constituting Limited Common Elements, no alteration or subdivision of Units or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by the Association. The Association shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 13.4. Such Rules and Regulations shall include, but shall not be limited to, requirements that the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees the Association or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 13.5 Use Restrictions. No animal pens, sheds, fences or other structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No lights shall be emitted which are unreasonably bright or cause unreasonable glare and all lighting must comply with the City of Ketchum's Dark Sky Ordinance. No sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is nauseous or offensive to others. No livestock, animals, poultry or fowl shall be kept in any Unit other than domestic dogs and cats, which are not allowed below the ground floor, and provided that no such dog or cat which is or becomes an annoyance or nuisance to other Occupants of the Project shall thereafter be kept in any Unit. No pet shall be left at any time in the Common Area except when under the direct control of its owner. In the event Rules and Regulations relating to the Use Restrictions are adopted by the Association related to pets, the more stringent restriction on such use shall control.

Section 13.6 Limit on Timesharing. No Unit Owner, excluding Declarant, shall offer or sell any interest in such Unit under a "timesharing" or "interval ownership" plan, or any similar plan without the specific prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association.

Section 13.7 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any

purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, the Association. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association, which approval shall be given only if such signs are of attractive design and as small a size as reasonably possible and shall be placed or located as directed or approved by the Association.

Section 13.9 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association. All parking spaces shall be used for parking operable vehicles only. No boat, trailer, recreational vehicle, camper or commercial vehicle shall be parked or left within the Project. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of the Association with respect to parking or storage, the Association is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by the Association in connection with such removal (and storage, if necessary) shall be a personal obligation of such Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by the Association as provided in this Declaration.

## **ARTICLE 14 - EASEMENTS**

Section 14.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 14 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 14.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Project Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 14.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Plat or reserved or granted under this Declaration.

Section 14.4 Easements for Encroachments. The Project, and all portions of it, is subject to easements hereby created for encroachments between Units and the Common Elements as follows:

- (a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;
- (b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and
- (c) in favor of all Unit Owners, the Association, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 14.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely removed, the Association may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 14.6 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the

companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 14.6 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

**Section 14.7 Emergency Access Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

**Section 14.8 Maintenance Easement.** An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

**Section 14.9 Easements of Access for Repair, Maintenance, and Emergencies.** Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association or of the Unit Owners shall be a Common Expense.

Section 14.10 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, even though no specific reference to such easements or to this Article 14 appears in the instrument for such conveyance.

## **ARTICLE 15 – SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS**

Section 15.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the “Special Declarant Rights”). Declarant’s Special Declarant Rights include the following:

(a) Completion of Improvements. The right to complete improvements indicated on the Plat filed with this Declaration and/or the right to complete construction of the Project as Declarant determines in its sole discretion.

(b) Sales Management and Marketing. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Project, and models within any Unit or Units owned by Declarant and in the Common Elements. Declarant shall have the right to show Units and the Common Elements to prospective purchasers.

(c) Construction Easements. The right to create and use easements through the Common Elements for the purpose of making improvements within the Project. Declarant expressly reserves the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. Declarant may perform all work without the consent or approval of any Unit Owner or First Mortgagee or holder of a Security Interest. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations and exercising Declarant’s reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property for the purpose of furnishing utility and other services to buildings and improvements to be constructed on any of the Property. Declarant’s reserved construction easement includes the right to grant easements to public utility



companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an Improvement containing Units.

(d) Control of Association and Board of Directors. Subject to Section 8.6, the right to appoint or remove any officer of the Association or any member of the Board of Directors.

(e) Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Development Rights.

(f) Amendment of Plat. The right to amend the Plat and any Development Agreement between Declarant and the City of Ketchum in connection with the exercise of any Development Rights.

(g) Signs. The right to maintain signs on the Common Elements advertising the Project.

(h) Post-Sales. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(i) Parking/Storage. The right to use and to allow others to use all parking and storage areas, except Limited Common Elements appurtenant to sold Units, in connection with its marketing efforts.

(j) Disputes With Association. The right to require that all disputes with the Association, including but not limited to those arising out of or relating to the purchase and sale of the Units, the construction or management of the Units or Common Elements, or the interpretation of this Declaration, be mediated by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, Declarant shall have the right to require that any unresolved dispute or controversy or claim, including but not limited to the aforementioned, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) Payment of Common Expenses. The right, but not the obligation, to pay all or part of budgeted Common Expenses in lieu of the Association levying Assessments for the same for any period of time.

Section 15.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 15.1 above, Declarant also reserves the following additional rights (the “Additional Reserved Rights”):

(a) Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Project.

(b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or recreational facilities, which may or may not be a part of the Project for the benefit of the Unit Owners and/or the Association.

(c) Easement Rights. The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations arising under this Declaration or the Act.

Section 15.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant for the Period of Declarant Control.

Section 15.4 Interference with Special Declarant Rights. Neither the Association nor any Unit Owners may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 15.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 15 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

Section 15.6 Owner Waivers, Releases and Assumption of Risk Rights Transferable. Each Owner by accepting a deed to a Unit thereby does agree to assume all responsibility for and all inherent risk of damage or injury that may occur while

owning or occupying a Unit or the Common Area, including but not limited to the following:

(a) Damage to land and other real property that is not part of a Unit, or that was not included in the purchase price for the Unit;

(b) Damage to spas and other recreational equipment or facilities driveways, boundary and retaining walls not necessary to the structural integrity of the Unit, fences, landscaping, sprinkler systems, patios, decks, stoops, steps and porches, or any other appurtenant structure or attachment to a Unit not part of the Unit;

(c) Damage or loss which arises while the Unit is being used for nonresidential purposes;

(d) Damage or loss which arises out of the use of the patio fireplace;

(e) Any condition, which does not result in actual physical damage to the Unit;

(f) Damage to Unit as a result of modifications or improvements to Units. Unit Owner shall restore the Unit to industry standard codes or to the level of construction, whichever is greater.

(g) Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in concert or in sequence or concurrence with any other cause or causes whatsoever:

(h) Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than the Declarant or its contractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;

(i) Failure to give prompt and proper notice to any insurer, including to any Home Buyer's Warranty insurer;

(j) Riot or civil commotion, war, vandalism, hurricane, tornado, fire, explosion, blasting, smoke, water, groundwater, flood, earthquake, hail snow, ice storm, lighting, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, or volcanic eruption;

(k) Abuse or use of a Unit, or any part thereof, beyond the reasonable capacity of such Unit for such use;

(l) Microorganisms, fungus, decay, wet rot, dry rot, mold, mildew, vermin, insects, rodents, wild or domestic animals, plants, corrosion, rust, radon, radiation, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, and electromagnetic field or emission;

(m) Failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.

(n) Any damage known prior to acquiring the Unit;

(o) Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by private insurance, or state or federal funds;

(p) Diminished market value of the Unit;

(q) Any and all consequential loss or damage, including without limitation, any damage to property not covered by insurance, any damage to property not owned by the Owner, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.

Each Owner further (i) releases Declarant and its members, employees, agents and representatives from any claim, loss, liability or cause of action in connection with the risks hereby assumed, (ii) waives and agrees not to sue, make any claim against, maintain an action against or recover from Declarant, its members, employees, agents, or representatives for damages sustained as a result of the risks hereby assumed, and (iii) to indemnify and hold harmless, Declarant and its members, employees, agents or representatives from all claims, judgments, costs, including attorneys' fees, incurred in connection with any action brought as a result of the risks hereby assumed.

## **ARTICLE 16 - INSURANCE**

Section 16.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance

described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

(a) Property Insurance. The Association shall maintain property insurance on the Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) Liability Insurance. The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Project, insuring the Association. The Board of Directors, the Managing Agent, and their respective employees and agents. The minimum limits of insurance will be \$2,000,000 per occurrence, subject to an annual policy aggregate of \$2,000,000 unless otherwise determined by the Board. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner. Unit Owners and Eligible First Mortgagees shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, of the Common Elements or membership in the Association.

(c) Fidelity Bond. The Association shall maintain a fidelity bond on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Property Management Company must obtain and maintain fidelity bond in like amount for the benefit of the Association unless the Association names such person as an insured employee in the bond specified above.

(d) Other Insurance. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Project, the Association and the Unit Owners, including but not limited to Community Association Professional (aka Directors and Officers Liability), Company Reimbursement (or Company Indemnification) and Fiduciary Liability policies.

(e) Unit Owners' Policies. Each Unit Owner shall obtain additional insurance at his own cost for his own benefit, including contents and personal liability of not less than \$2,000,000. All policies shall name the Association as an additional insured and shall provide that the liability of the carriers issuing insurance to the Association hereunder shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

Section 16.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 16 must provide that:

(a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;

(b) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(c) if, at the time of a loss under the Association policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the Association's policy provides primary insurance until the limits are exhausted, the Unit Owner coverage will then be excess;

(d) any loss covered by the policies must be adjusted by the Insurance Carrier with the Association;

(e) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a Security Interest;

(f) the insurer, or authorized representative, shall issue certificates of insurance to the Association and, upon request, to any Unit Owner or holder of a Security Interest; and

(g) the insurer issuing the policy may not cancel or refuse to renew it until forty-five (45) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate of insurance has been issued at their respective last known addresses.

Section 16.3 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment that are required by the insurer. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association.

Section 16.4 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

#### **ARTICLE 17 - RESTORATION UPON DAMAGE OR DESTRUCTION**

Section 17.1 Duty to Restore. Any portion of the Project, for which insurance is required under the Act or for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Project is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;
- (c) sixty-seven percent (67%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or
- (d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 17.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 17.4 Replacement of Less Than Entire Property. If the entire Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project and, except to the extent that other persons will be distributees:

(a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;

(b) the remainder of the proceeds must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and

(c) if the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 17.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.



Section 17.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) whether or not damaged or destroyed Property is to be repaired or restored; and
- (b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

#### **ARTICLE 18 - CONDEMNATION**

Section 18.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Unit Owners and after written notice to all mortgagees, the development, or a portion of it, may be sold by the Board of Directors acting as irrevocable attorney-in-fact of all of the Unit Owners for a price deemed fair and equitable by the Board of Directors, but in no event less than the aggregate unpaid balance of all mortgages encumbering all Units in the development.

Section 18.2 Distribution of Proceeds of Sale. On a sale occurring under Section 18.1, the proceeds shall be distributed to the Unit Owner and the mortgagees of each Unit in proportion to each Units relative interest in the Project as determined by an appraisal commissioned by the Board of Directors.

Section 18.3 Distribution of Condemnation Award. If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Unit Owners and their respective mortgagees.

#### **ARTICLE 19 - MORTGAGEE PROTECTIONS**

Section 19.1 Introduction. This Article 19 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 19 is supplemental

to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 19.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 19.3 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

(a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;

(e) any judgment rendered against the Association; and

(f) a copy of any financial statement of the Association.

Section 19.4 Consent Required. The Association may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

(a) sale, conveyance or encumbrance of the Common Elements, separate from any Unit (provided, however, that the granting of easements for

public utilities, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);

(b) restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

(c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;

(d) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 19.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

#### Section 19.6 First Mortgagees' Rights.

(a) Advances. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

(b) Cure Rights. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 19.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 19 shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board of Directors;

(b) prevent the Association or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 18 entitled "Restoration Upon Damage or Destruction".

Section 19.8 Special Declarant Rights. No provision or requirement of this Article 19 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

## **ARTICLE 20 - DURATION OF COVENANTS; AMENDMENT AND TERMINATION**

Section 20.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 20.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Plat) may be amended only by a vote or agreement of Unit Owners to which more than sixty seven percent (67%) of the votes in the Association are allocated. Notwithstanding the foregoing, no amendment may create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit or the Allocated Interests of a Unit in the absence of a vote or agreement of the Unit Owners to which at least sixty seven percent (67%) of the votes of the Association, including sixty seven percent (67%) of the votes allocated to Units not owned by Declarant, are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Notwithstanding the foregoing, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Unit Owners to which at least sixty seven percent (67%) of the votes of the Association are allocated, except to the extent otherwise permitted or required by this Declaration or the Act.

Section 20.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners

desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 20.4 When Modifications Permitted. Notwithstanding the provisions of Section 20.2 above, no amendment or termination of this Declaration shall be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 20.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 20 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

Section 20.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or the Association as a condition to the effectiveness of those actions as provided in Article 19 entitled "Mortgagee Protections".

Section 20.7 Termination of the Project. The Project may only be terminated as provided in the Act.

## **ARTICLE 21 – ALLEGED DEFECTS**

Section 21.1 Intention. It is Declarant's intent that all Improvements of every type and kind which may be installed by Declarant as part of the Project, including the fixtures in the Units and Common Elements within the Project (collectively, the "Declarant Improvements") be of a quality that is consistent with construction and development practices for a condominium of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding "Alleged Defects" (as defined below) amicably, and without the necessity of time consuming and costly

litigation. Accordingly, all Owners and the Association, as well as the Board shall be bound by the claim resolution procedure set forth in this Article 19.

Section 21.2 Declarant's Right to Cure. If the Association, the Board, or any Owner or Owners (collectively, "Claimant") claim, contend, or allege that any portion of a Unit and/or any Declarant Improvements are defective or incomplete, or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (collectively, an "Alleged Defect"), Declarant hereby reserves the right to inspect, cure, repair and/or replace such Alleged Defect as set forth herein.

Section 21.3 Notice to Declarant. If a Claimant discovers an Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant, in writing, at: Walnut & Fourth, LLC , 313 North Water Street, Idaho Falls, ID 83402, or such other address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

Section 21.4 Right to Enter, Inspect, Cure and/or Replace. Immediately after the receipt by Declarant of a Notice of Alleged Defect or the independent discovery of an Alleged Defect by Declarant or any governmental agency, and for a reasonable time thereafter, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit or the Common Elements, and/or any Declarant Improvements for the purposes of inspecting and, if deemed necessary by Declarant, curing, repairing and/or replacing the Alleged Defect. In conducting such inspection, cure, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 21.5 Claims. All Claims arising out of this Article 21 shall be submitted to binding Arbitration as provided in Section 21.8, below. No Claimant shall initiate any arbitration against Declarant alleging damages (a) for the costs of curing, repairing, or replacing any Alleged Defect, (b) for the diminution in value of any real or personal property resulting from such Alleged Defect or (c) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (i) delivered to Declarant a Notice of Alleged Defect and (ii) Declarant has, within 120 days after its receipt of the Notice of Alleged Defect, either (1) failed to cure, repair or replace the Alleged Defect or (2) if the Alleged Defect cannot reasonably be cured, repaired or replaced within such 120 day period, failed to commence such cure, repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such cure, repair or replacement to completion. During any such period while Declarant is diligently pursuing to completion the cure, repair or replacement of the Alleged Defect,

Claimant shall not stop, restrict, hinder, interrupt or otherwise interfere with any reasonable action or activity taken by Declarant, its employees, agents, or independent contractors, to inspect, cure, repair or replace the Alleged Defect, whether or not such action or activity is taken, or is proposed to be taken, on property owned by Claimant.

Section 21.6 No Additional Obligations; Irrevocability and Waiver of Rights. Nothing set forth in this Article 21 shall be construed to impose any obligation on Declarant to inspect, cure, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated to do under applicable law or any limited warranty provided by Declarant in connection with the sale of the Units and/or the Declarant Improvements constructed thereon, nor shall anything set forth in this Article 21 constitute an express or implied representation, warranty or guarantee by Declarant concerning any Declarant Improvements or the Project. The right of Declarant to enter, inspect, cure, repair and/or replace reserved hereby shall be irrevocable and may not be waived and/or terminated except by a writing, in recordable form, executed and recorded by Declarant in the Records.

Section 21.7 Statutory Remedies. The terms, conditions and procedures set forth in this Article 21 are in addition to the terms, conditions and procedures set forth in Idaho Code §§ 6-2501, et seq., and shall, to the maximum extent permitted by law, be exercised by any Claimant prior to instituting a claim and/or commencing an action under Idaho Code §§ 6-2501, et seq. for “constructional defects”; provided, however, the procedures set forth in this Article 21 shall not abrogate any of the requirements of Claimant under Idaho Code §§ 6-2501, et seq. Further, to the extent any provisions of this Article 21 are inconsistent with the provision of Idaho Code §§ 6-2501, et seq., the provisions of this Section 21 shall apply to the maximum extent permitted by law and shall extend all the time periods set forth in Idaho Code §§ 6-2501, et seq. until expiration of the 120 day period set forth in this Article 21. It is the express intent of Declarant to provide, by this Article 21, an initial 120 day period for Declarant to investigate and cure any constructional defects alleged by Claimant before the provisions of Idaho Code §§ 6-2501, et seq. are implemented and initiated by Claimant including, without limitation, the notice of claim, inspection, offer of settlement, and repair provisions of Idaho Code §§ 6-2501, et seq. Each Owner, by acceptance of a deed or otherwise acquiring title to any Unit agrees to be bound by all of the provisions of this Article 21.

Section 21.8 Arbitration. Unless otherwise agreed, the exclusive method of binding dispute resolution for claims made by a Claimant arising out of this Article 21 shall be arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect as of the date of this

Declaration. A demand for arbitration shall be made by such Claimant in writing, delivered to Declarant and filed with the entity administering the arbitration. No demand for arbitration shall be made until after the procedures set forth in Sections 21.3 through 21.6 have been fully complied with and the timeframes set forth therein have expired. In no event shall a claim for arbitration be made after the date when the initiation of legal or equitable proceedings based on the claim are barred by the applicable statute of limitations or statute of repose. For purposes of statutes of limitation and statutes of repose, receipt of the written demand for arbitration by the entity administering the arbitration shall constitute the initiation of legal action or equitable proceedings based on the claim. This agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court of competent jurisdiction, and any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In any such arbitration, the prevailing party shall, in addition to any other relief received, be entitled to an award of its reasonable attorneys' fees and costs arising from such claim.

#### Section 21.9 Additional Disclosures; Disclaimers and Releases

WITHOUT LIMITING ANY OTHER PROVISION IN THIS DECLARATION, THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR ACQUIRING TITLE TO A UNIT, OR BY POSSESSION OR OCCUPANCY OF A UNIT, EACH OWNER FOR ITSELF AND FOR THE OWNER'S TENANTS, EMPLOYEES, FAMILY MEMBERS, GUESTS AND OTHER INVITEES, SHALL CONCLUSIVELY BE DEEMED TO UNDERSTAND, AND TO HAVE ACKNOWLEDGED AND AGREED TO, ALL OF THE FOLLOWING:

(a) Living in a multi-story building with commercial and residential components entails living in very close proximity to other persons and businesses, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. However, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Owners may also experience light entering the Units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the Units.

(b) The Association has no control over the transmission of noise, light or odors within the Project and/or from the adjacent residential, retail and commercial developments, and the potential effect of such noise, light or odors on Units within the Project.



(c) Each Owner acknowledges that (i) there are no protected views in the Project, and no Unit is assured the existence or unobstructed continuation of any particular view, and (ii) any construction, landscaping or other installation of Improvements by the Declarant, other Owners or owners of other property in the vicinity of the Project may impair the view from any Unit, and each Owner consents to such view impairment.

(d) Certain portions of land (the “Neighboring Developments”) outside, abutting and/or near the Project have not yet been developed or may be subject to redevelopment, and in the future may or will be developed by Declarant, or third parties over whom Declarant has no control. The Association has no jurisdiction over the future Neighboring Developments, and accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments; and such use, development and/or construction on Neighboring Developments may result in noise, dust, or other “nuisance” to the Project or Owners.

(e) Residential and commercial construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed “expected minor flaws” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects. Subsequent to the initial Conveyance of each Unit, each Owner hereby releases the Declarant from any and all claims arising from or relating to such expected minor flaws.

(f) The finished construction of each Unit, Common Elements and any Association Property, while within the standards of the industry in the City of Ketchum, Blaine County, Idaho, and while in substantial compliance with the plans and specifications, will be subject to variations and imperfections and expected minor flaws; and each Owner hereby releases the Declarant from any and all claims arising from or relating to such variations, imperfections and flaws.

(g) Indoor air quality of the Units may be affected in a manner and to a degree found in new construction within industry standards, including, without limitation, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and similar products.

(h) Installation and maintenance of any security or traffic access device, operation, or method, shall not create any presumption or duty whatsoever of the Declarant or the Association (or their respective officers, directors,

managers, employees, agents, and/or contractors) with regard to security or protection of persons or property within or adjacent to the Project; and each Owner, by acceptance of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have agreed to take any and all protective and security measures and precautions which such Owner would have taken if the Project had been located within public areas.

(i) The Units and other portions of the Project from time to time may, but need not necessarily, experience problems with bees, ants, spiders, termites, birds, and/or other insect, rodent or pest problems (collectively, "pests"); and Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pest(s) which may be associated with the Unit or other portions of the Project.

(j) Even with a "slip sheet" underneath, certain hard surface flooring may still be subject to hairline cracks, and grout may crack and/or deteriorate, and furthermore, cracks in the walls may result from normal settlement and shifting around doors, windows, walls and ceilings; and each Owner shall be solely responsible for any such cracking or deterioration.

(k) "Cutting-out" (for example, but not limited to, for installation of speakers or "can" lights) or alteration of any portion of wall, ceiling, and/or floor by an Owner within a Unit is permitted only when such "cutting-out" is repaired, does not damage or adversely affect sound insulation or other important features of the Unit and complies with the pertinent fire codes.

(l) Other matters, limitations, and restrictions, uniquely applicable to this Project, are set forth in this Declaration, and may be supplemented from time to time by the Rules and Regulations.

(m) Declarant has complied with all Unit maintenance and operation procedures and has performed upgrades, modifications, and/or repairs consistent with or above industry standards. Declarant reserves the right to buy back Units deemed to be defective at the market rate. Should an Owner allege that a Unit is defective, an inspection shall be performed by an independent third party and shall be paid for by the Unit Owner. Should the Unit be deemed defective Declarant will reimburse Unit Owner 50% of the inspection cost.

Section 21.10 Releases. THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE

ACKNOWLEDGED AND AGREED TO RELEASE THE DECLARANT AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS, EMPLOYEES, SUPPLIERS, AND CONTRACTORS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARD, PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH) ARISING FROM OR RELATED TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, OR OTHER MATTERS DESCRIBED IN THE FOREGOING SECTION 21.

## **ARTICLE 22 - MISCELLANEOUS**

Section 22.1 Enforcement. Except as otherwise provided in this Declaration, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, the Association, or Declarant against the Association or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 22.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopy.

Section 22.3 Nonwaiver. Failure by Declarant, the Association, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Project Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 22.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule

prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 22.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 22.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 22.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 22.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 22.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 22.10 Construction. This Declaration shall be construed and interpreted without the application of any rule of construction based on the Declarant as the drafter of this Declaration.

Section 22.11 Legal Counsel. This Declaration was prepared by attorneys representing only the Declarant.

Executed as of the \_\_\_\_ day of \_\_\_\_\_ 2023.

Walnut & Fourth, LLC,  
An Idaho limited liability company

By: \_\_\_\_\_  
Greg Carr, Manager

DRAFT

State of Idaho                    )  
  ) ss.  
County of Blaine                )

On this \_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public in and for said State, personally appeared Greg Carr, known or identified to me to be the Manager of Walnut & Fourth, LLC , an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

My Commission expires \_\_\_\_\_

EXHIBIT A  
TO  
DECLARATION

LEGAL DESCRIPTION

Walnut & Fourth Condominiums, City of Ketchum, Blaine County, Idaho.

EXHIBIT B  
TO  
DECLARATION  
TABLE OF ALLOCATED INTERESTS

Unit Identification	Unit Classification	Unit Area (sq. feet)	Percentage Share of Common Elements	Percentage Share of Common Expense Liability	Number of Votes
C-110	Commercial	2,471			1
C-120	Commercial	4,754			1
C-150	Commercial	1,141			1
C-160	Commercial	813			1
C-210	Commercial	1,382			1
C-220	Commercial	1,237			1
C-230	Commercial	992			1
C-240	Commercial	1,171			1
R-250	Residential	1,882			1
R-260	Residential	1,908			1
C-B1	Commercial	4,486			1
R-B2	Residential*	910			1
R-B3	Residential*	1,036			1
C-B4	Commercial**	193			1
C-B5	Commercial**	113			1
C-B8	Commercial**	898			1
C-B9	Commercial**	259			1
	TOTAL	25,646	100.00	100.00	17
*	Community Housing				
**	Storage Unit				



EXHIBIT C  
TO  
DECLARATION

ASSOCIATION ARTICLES OF  
INCORPORATION

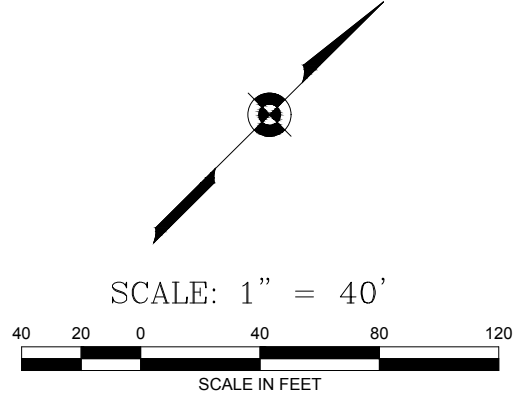
EXHIBIT D  
TO  
DECLARATION

ASSOCIATION BYLAWS

DRAFT

Attachment B  
Walnut & Fourth  
Condominiums Subdivision  
Final Plat

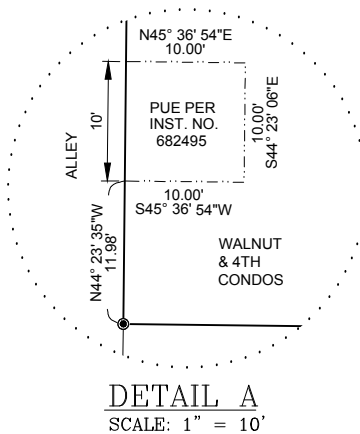
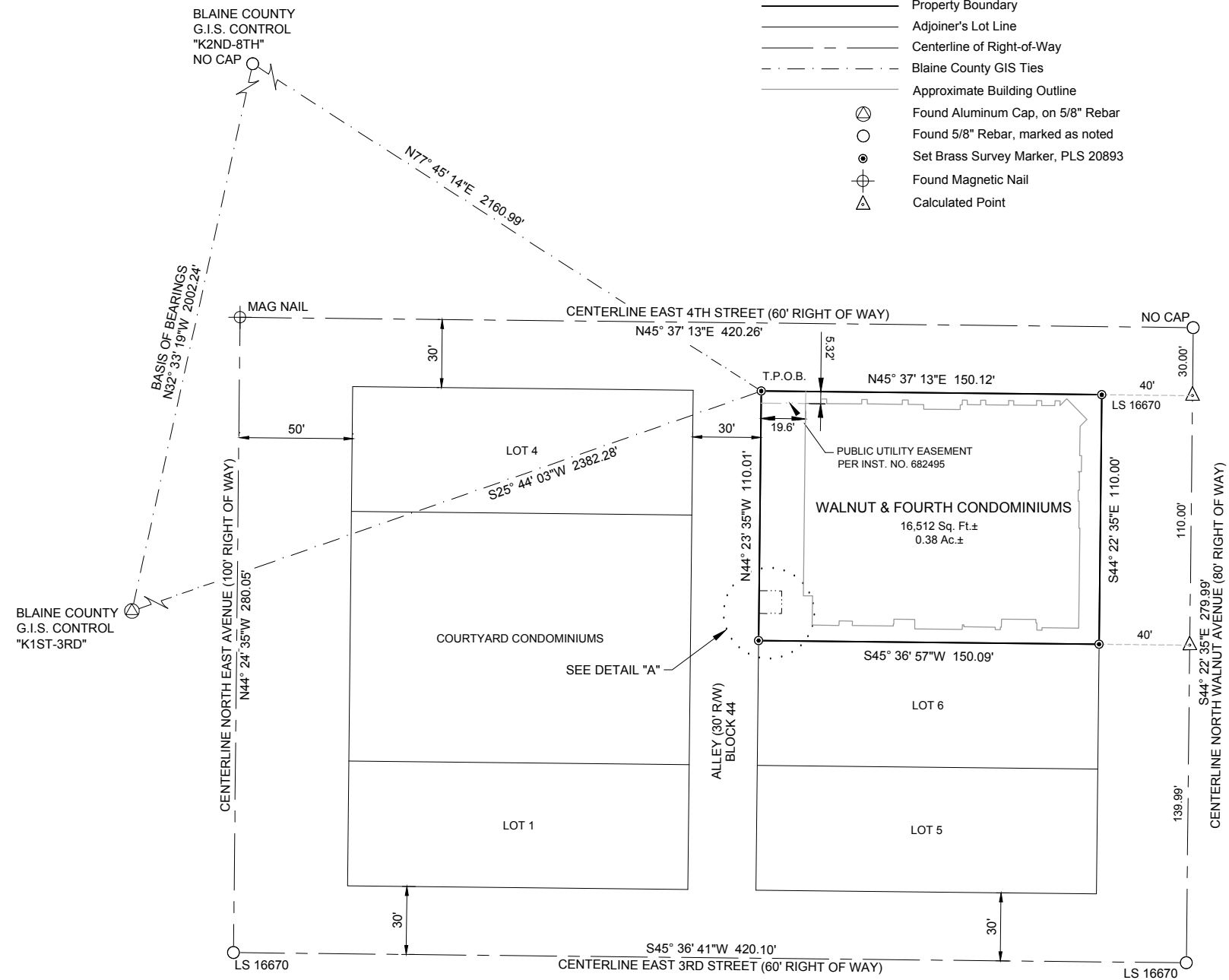
A PLAT SHOWING  
**WALNUT & FOURTH CONDOMINIUMS**  
A CONDOMINIUM SUBDIVISION OF KETCHUM TOWNSITE: BLOCK 44, LOT 7A.  
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
DECEMBER 2023



- LEGEND**
- Property Boundary
  - Adjoiner's Lot Line
  - Centerline of Right-of-Way
  - Blaine County GIS Ties
  - Approximate Building Outline
  - Found Aluminum Cap, on 5/8" Rebar
  - Found 5/8" Rebar, marked as noted
  - Set Brass Survey Marker, PLS 20893
  - Found Magnetic Nail
  - Calculated Point

**SURVEY NARRATIVE & NOTES**

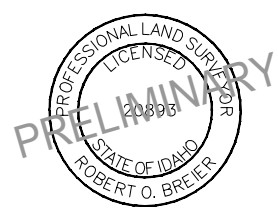
- The purpose of this plat is to create a Condominium Subdivision within Lot 7A, Block 44, Ketchum Townsite. The boundary shown is based on found centerline monuments and the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho. Additional documents used during the course of this survey:
  - Plat of Ketchum Townsite: Block 44: Lot 7A, Instrument No. 682495, records of Blaine County, Idaho.
  - Lot Book Guarantee No. G-0000061556718, March 8, 2023 by Stewart Title Guaranty Company.
  - Quit Claim Deed, Instrument No. 665131, records of Blaine County, Idaho.
- This plat is subject to the Declaration of Covenant's, Conditions & Restrictions for Walnut & Fourth Condominiums, recorded as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.
- This plat is subject to the Right-of-Way Encroachment Agreement 22814, recorded as Inst. No. 698578, records of Blaine County, Idaho.
- This plat is subject to the FAR Exceedance Agreement Contracts #20595 and 20595A, recorded as Inst. No. 682499 and 698234.
- The Community Housing Agreement for Units B110 and B120 was recorded as Inst. No. \_\_\_\_\_, records of Blaine County, Idaho.
- Units B6 and B8 are designated as accessory storage assigned to any other Unit or Common Area within this plat.
- Units B1, B9 and B10 are designated as accessory storage assigned to any other Unit, Units, or Common Area within this plat until such time as a building permit is issued for a change of occupancy of the Unit or Units.



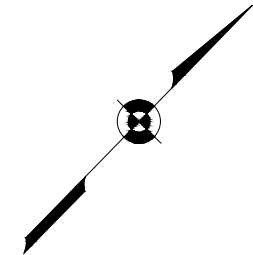
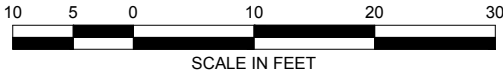
**HEALTH CERTIFICATE**

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

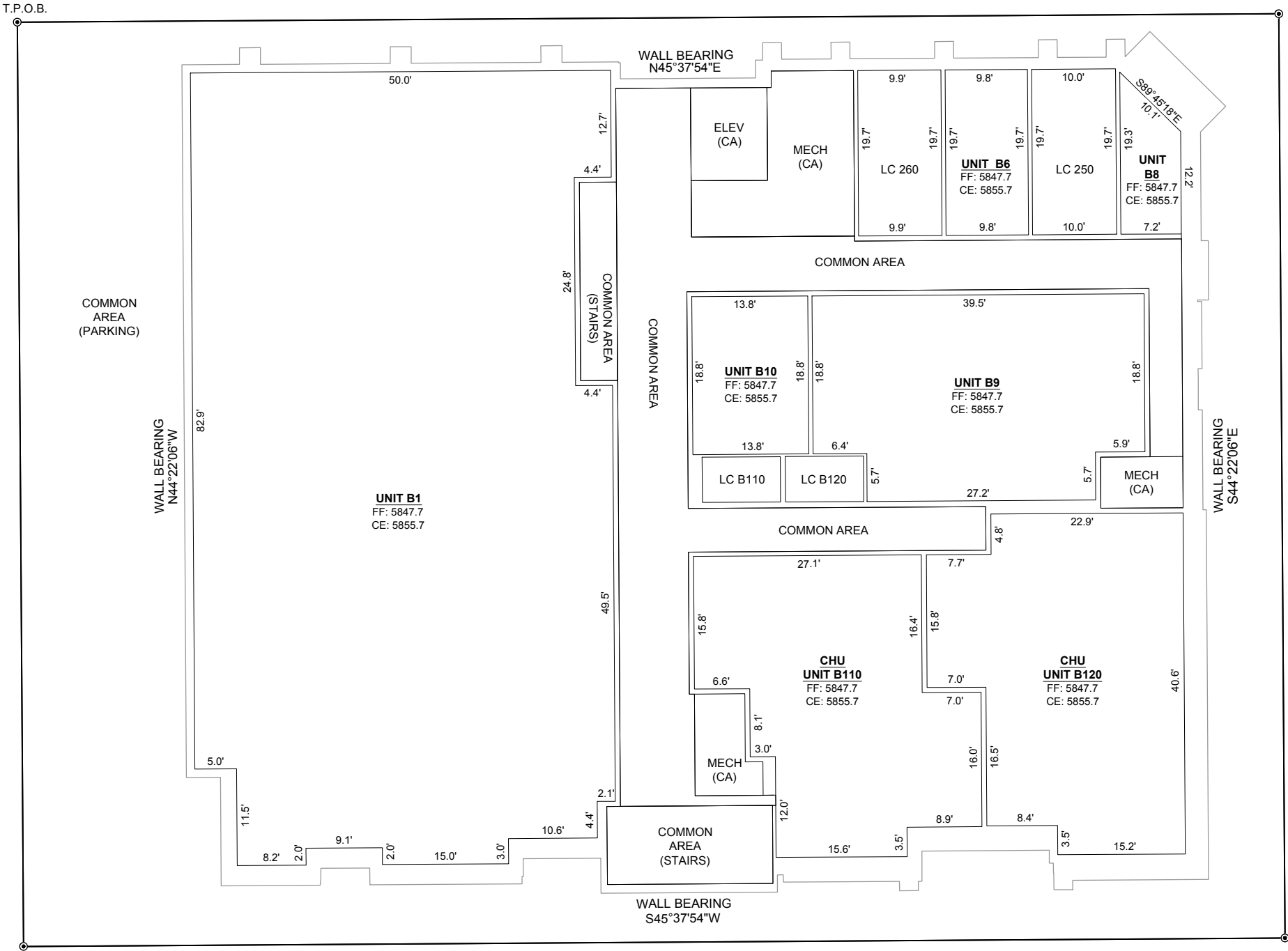
Dated: \_\_\_\_\_



A PLAT SHOWING  
WALNUT & FOURTH CONDOMINIUMS  
DECEMBER 2023



SCALE: 1" = 10'



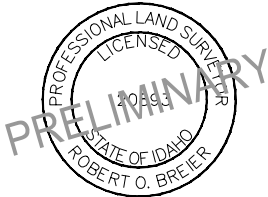
LEGEND

- Property Boundary
- Approximate Basement Building Outline
- Set Brass Survey Marker , PLS 20893
- CE = Ceiling Elevation
- FF = Finished Floor Elevation
- CA = Common Area
- LC = Limited Common Area
- MECH = Mechanical Room
- ELEV = Elevator
- T.P.O.B. = True Point of Beginning
- CHU = Community Housing Unit

FLOORPLAN NOTES

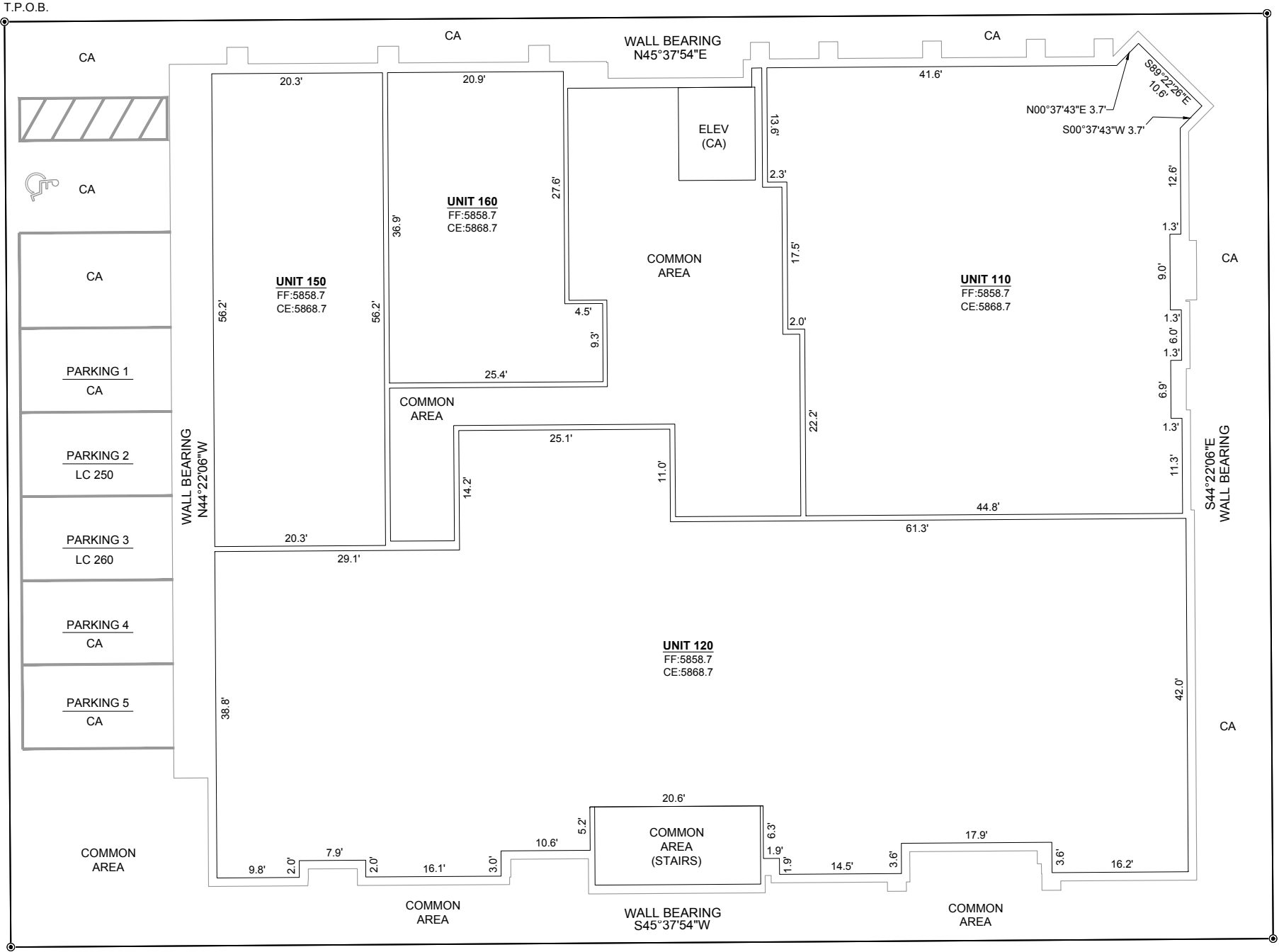
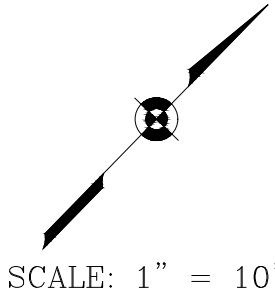
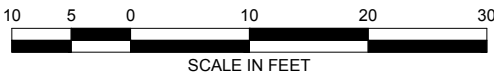
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- HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING. VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
- DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
- CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
- ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
- BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
- UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.

BASEMENT



WALNUT & FOURTH CONDOMINIUMS  
GALENA - BENCHMARK  
ENGINEERING  
Job No. 7819  
File: 7819 final-plat.dwg  
SHEET 2 OF 7

A PLAT SHOWING  
WALNUT & FOURTH CONDOMINIUMS  
DECEMBER 2023



LEGEND

- Property Boundary
- Approximate First Level Building Outline
- Set Brass Survey Marker , PLS 20893
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FLOORPLAN NOTES

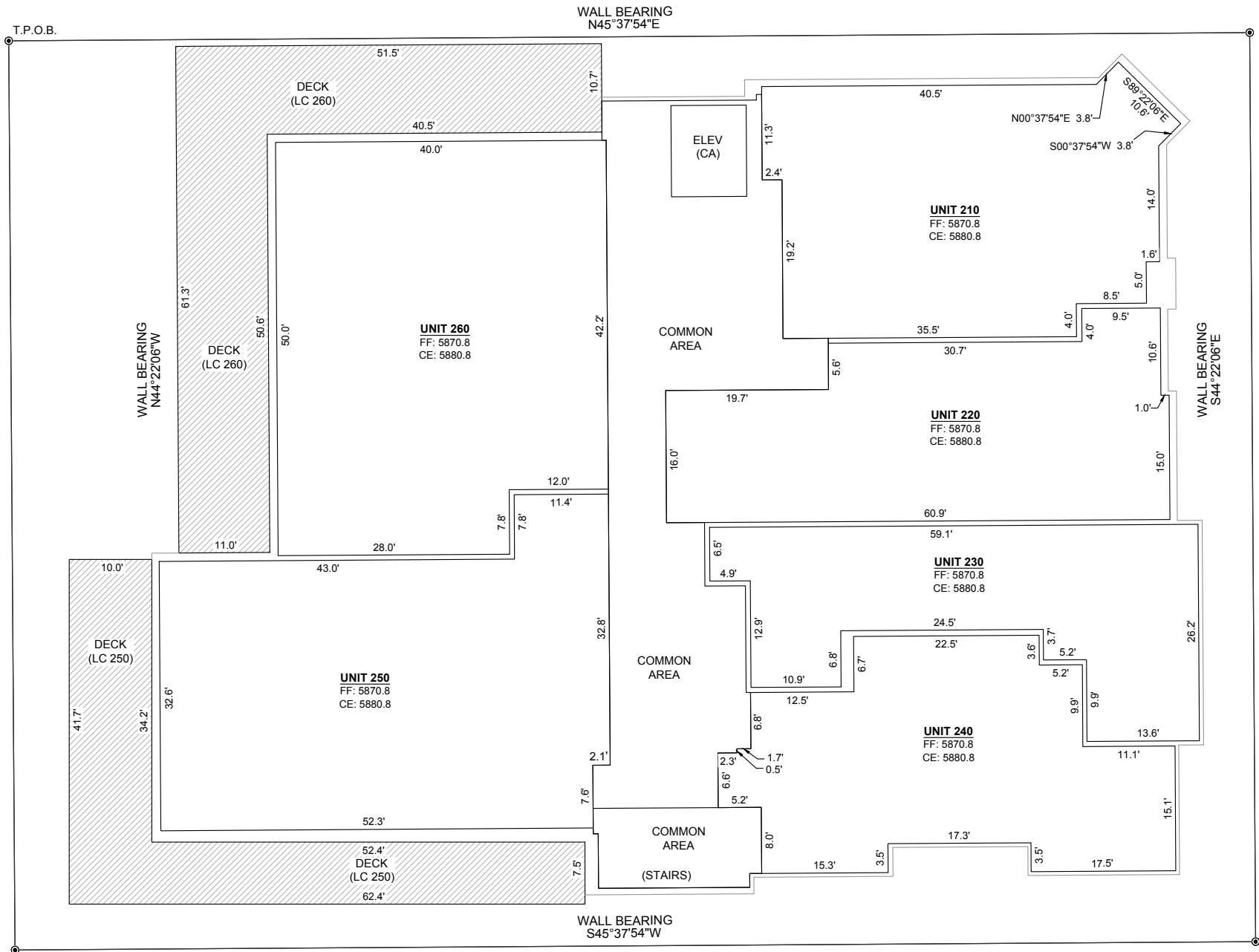
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FIRST FLOOR

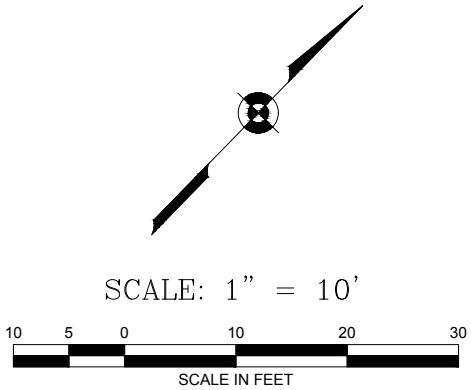


WALNUT & FOURTH CONDOMINIUMS  
GALENA - BENCHMARK ENGINEERING  
Job No. 7819  
File: 7819\_final-plat  
SHEET 3 OF 7

A PLAT SHOWING  
WALNUT & FOURTH CONDOMINIUMS  
DECEMBER 2023



SECOND FLOOR



LEGEND

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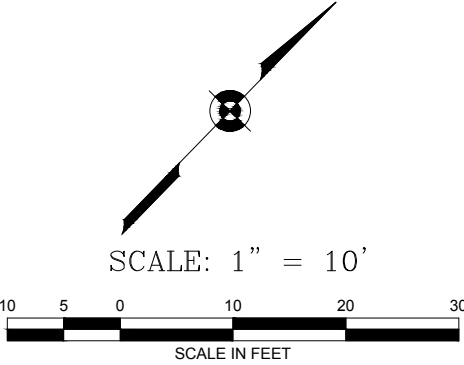
FLOORPLAN NOTES

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GALENA - BENCHMARK ENGINEERING  
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File: 7819\_final-plat  
SHEET 4 OF 7

A PLAT SHOWING  
WALNUT & FOURTH CONDOMINIUMS  
DECEMBER 2023

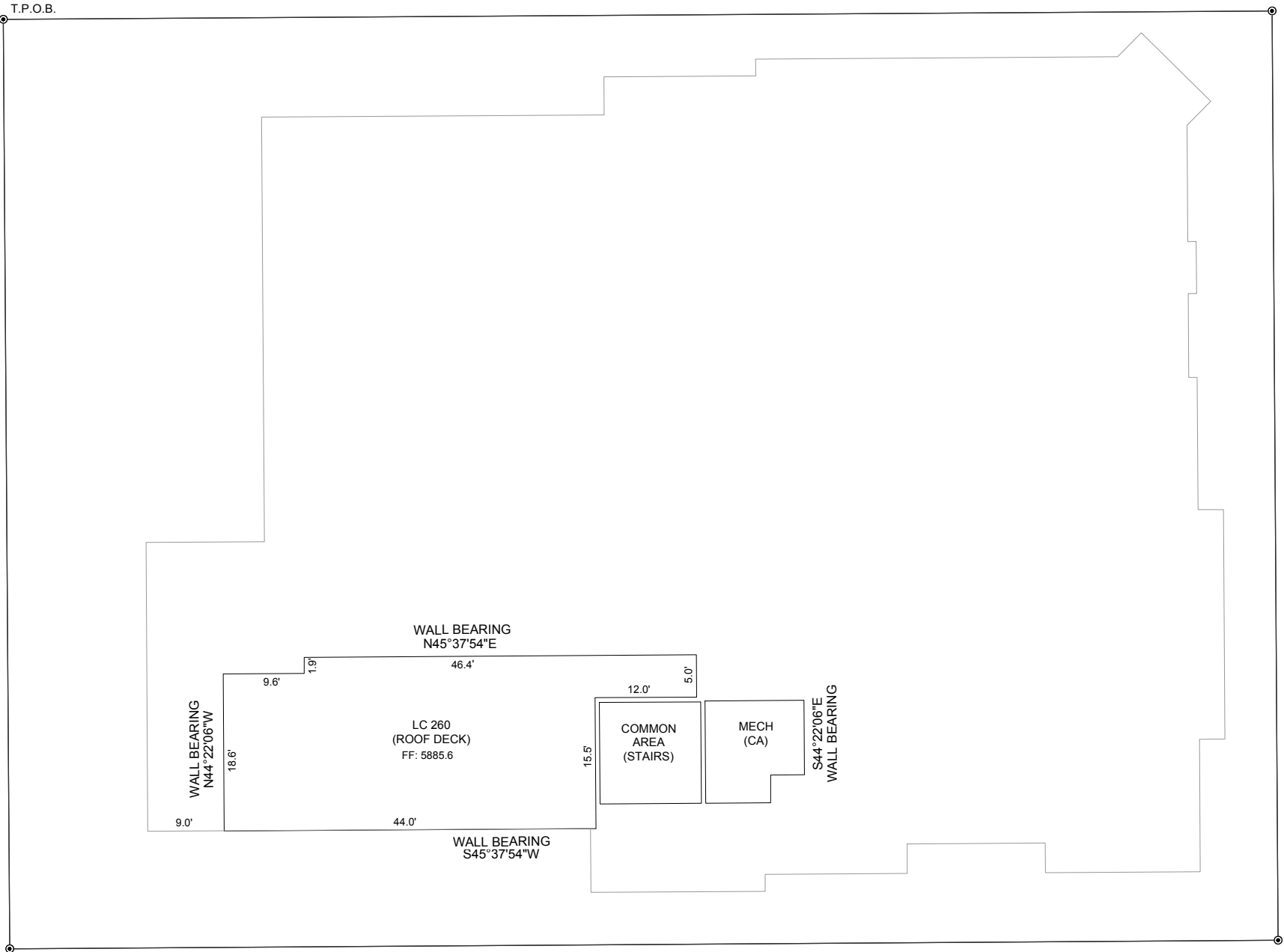


LEGEND

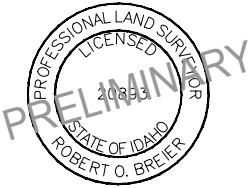
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FLOORPLAN NOTES

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ROOF



WALNUT & FOURTH CONDOMINIUMS  
GALENA - BENCHMARK ENGINEERING  
Job No. 7819  
File: 7819\_final-plat  
SHEET 5 OF 7



A PLAT SHOWING:  
WALNUT & FOURTH CONDOMINIUMS

CERTIFICATE OF OWNERSHIP

THIS IS TO CERTIFY that the underigned is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 18, T4N, R18E, B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 7A, Block 44, of "LOT 7A, BLOCK 44, KETCHUM TOWNSITE", according to the official plat thereof, recorded as Instrument No. 682495, records of Blaine County, Idaho.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

It is their intention to create a project including said Real Property in this condominium plat. The Owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50-1334. We do hereby certify that the condominium project described in this plat will be eligible to receive domestic water service from an existing water distribution system and that the City of Ketchum has agreed in writing to serve the condominium project shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

WALNUT & FOURTH, LLC, an Idaho limited liability company

By: GREGORY C. CARR, MANAGER

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared GREGORY C. CARR, known or identified to me to be the Manager of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

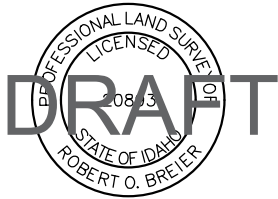
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

A PLAT SHOWING:  
WALNUT & FOURTH CONDOMINIUMS

SURVEYOR'S CERTIFICATE

I, Robert O. Breier, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

ROBERT O. BREIER, P.L.S. #20893



PROJECT ENGINEER'S CERTIFICATE

To the best of my knowledge this plat complies with the City of Ketchum subdivision standards, signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

BLAINE COUNTY TREASURER'S CERTIFICATE

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

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

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, this plat was duly accepted and approved.

TRENT DONAT, City Clerk

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

ROBYN MATTISON, City Engineer

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

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

BLAINE COUNTY RECORDER'S CERTIFICATE

# Attachment C

Draft

Findings of Fact, Conclusions of  
Law, and Decision



**City of Ketchum**  
**Planning & Building**

IN RE: )  
)  
Walnut & Fourth ) KETCHUM CITY COUNCIL  
Condominium Subdivision Final Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Date: February 5, 2024 ) DECISION  
)  
File Number: P23-053A )

**PROJECT:** Walnut & Fourth Condominiums

**APPLICATION TYPE:** Condominium Subdivision – Final Plat

**FILE NUMBER:** P23-053A

**ASSOCIATED APPLICATIONS:** Pre-Application Design Review P20-024, Design Review P20-046, Design Review Amendment P20-46A, FAR Exceedance Agreement Contract 20595A, Lot Line Shift P21-015, Building Permit B21-009, Condominium Subdivision Preliminary Plat P23-053

**PROPERTY OWNER:** Walnut & Fourth LLC

**REPRESENTATIVE:** David Patrie, Galena-Benchmark Engineering

**LOCATION:** 580 4th Street E (Ketchum Townsite: Block 44: Lot 7A)

**ZONING:** Retail Core of the Community Core (CC-1 Zone)

**OVERLAY:** None

**NOTICE:** A public hearing was conducted for the condominium preliminary plat approval. Public hearings are not required for condominium final plats; therefore, no public hearing was scheduled for the application.

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for the condominium final plat on December 18, 2023. The application was deemed complete on January 16, 2024. City departments conducted a thorough review of the application. Per the conditions of approval for the condominium preliminary plat, all conditions of the Design Review approval and preliminary plat must be met prior to approval of the final plat. As of the date of these findings, all conditions have been met and all department comments

have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council conducted their final consideration of the Condominium Subdivision Final Plat (File No. P23-053) application at their meeting on December 4, 2023. After considering staff's analysis and the application materials, the Council approved the subdivision preliminary plat application unanimously.

### **BACKGROUND**

The applicant is nearing completion on the construction of a new 21,383 gross-square-foot, two-story building located at the southwest corner of Walnut Avenue and 4th Street. The mixed-use building contains 2,489 square feet of food service, 3,288 square feet of retail, and a 3,252-square-foot cultural facility, on the ground floor. The second floor includes 4,999 square feet of office space and two residential units. Two community housing units, 1,104 square feet and 914 square feet in net-livable area, each with detached storage areas of approximately 50 square feet are provided within the basement. In addition, the basement contains storage units for commercial and residential uses on the first and second floors of the mixed-use building.

The Commission reviewed and approved Design Review Application File No. P20-046 for the Walnut & Fourth Mixed-Use Building on September 15, 2020. The project was issued a building permit (Application File No. B21-009) on June 22, 2021. The Commission reviewed and approved Design Review Amendment Application File No. P20-046A, which proposed modifications to the mixture of uses and their configurations within the mixed-use building, on September 27, 2022. The project is nearing completion and all required life safety, building code, and utility infrastructure requirements have been met.

The condominium subdivision final plat application will subdivide the mixed-use building into eight commercial condominium units on the first and second floors, two residential condominium units on the second floor, two community housing units, basement storage units, limited common area, and common area.

During city department review, staff reviewed the condominium subdivision final plat application for conformance with the procedures for subdivision approval (Ketchum Municipal Code §16.04.030), subdivision development and design standards (Ketchum Municipal Code §16.04.040), and condominium requirements (Ketchum Municipal Code §16.04.070). Certain standards are not applicable for one of the following reasons:

- The standard applies to the establishment of new subdivisions creating multiple new lots that will form blocks around new streets, and not the subject property, which is comprised of three existing platted lots within the original Ketchum townsite.
- The standard applies to an action that will be taken at the final plat stage of the process.
- The City Engineer has determined that the standard does not apply.

The proposed condominium final plat application complies with all applicable subdivision requirements and standards.

## FINDINGS OF FACT

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

### FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant				
Yes	No	N/A	City Code	Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	<i>The Walnut &amp; Fourth mixed-use development does not include any attached or detached garages. Surface parking is provided adjacent to the rear property line along the alley.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	<i>Storage for each residential unit and community housing unit has been provided in the basement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	<i>The applicant has provided adequate space for the storage of common area maintenance equipment and supplies within the mechanical rooms labeled as MECH(CA). 3 common area mechanical rooms are provided within the basement as indicated on sheet 2 of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	<i>The final plat designates adequate open space for the residents of the condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.

			<b>Findings</b>	<i>The project has been reviewed for compliance with all other sections of the subdivision standards. The project is in compliance as discussed above.</i>
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#### FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION FINAL PLAT REQUIREMENTS

Final Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.	
			<b>Findings</b>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “K2nd-8th” and “K1st-3rd” as shown on sheet 1 of the Final Plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.	
			<b>Findings</b>	<i>The location and description of monuments are provided on Sheet 1 of the Final Plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.	
			<b>Findings</b>	<i>The final plat shows the location of shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application. The property is not located within the floodplain, floodway, mountain overlay, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.	
			<b>Findings</b>	<i>Sheet 1 of the final plat shows adjacent properties within block 44 of the original Ketchum townsite, including lots 1, 4, 5, and 6 and the Courtyard Condominiums.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.	
			<b>Findings</b>	<i>Sheet 1 of the final plat shows the location and widths of adjacent existing street and alley right-of-way lines, including Walnut Avenue, 4th Street, Sun Valley Road (3rd Street), and the block 44 alley.</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.	

			<b>Findings</b>	Sheet 1 of the final plat shows the location of the adjacent streets, the block 44 alley, and the public utility easement recorded as Instrument Number 682495.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<b>Findings</b>	No new blocks are created with this condominium subdivision final plat application. .
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<b>Findings</b>	N/A as no dedications have been required or proposed for this townhouse subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<b>Findings</b>	As shown on Sheet 1 of the final plat, the plat is titled "Walnut & Fourth Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<b>Findings</b>	The scale, north arrow, and date are included on sheet 1 of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			<b>Findings</b>	Sheet 1 of the final plat shows the location and widths of adjacent existing street and alley right-of-way lines, including Walnut Avenue, 4th Street, Sun Valley Road (3rd Street), and the block 44 alley.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<b>Findings</b>	Plat Note 2 references the Declaration of Covenant's, Conditions & Restrictions for Walnut & Fourth Condominiums. The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			<b>Findings</b>	Sheet 2 of the final plat includes the required Surveyor's Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			<b>Findings</b>	A lot book guarantee issued by Stewart Title Guaranty Company dated March 8, 2023 was used to prepare the final plat map and submitted with the final plat application.



<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Findings</i>	<i>Sheet 6 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.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	<i>Sheet 7 of the Final Plat includes the City Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	<i>Sheet 7 of the Final Plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during their review of the preliminary plat application.</i>

#### FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed utility, drainage, or right-of-way improvements proposed for the project, which have been reviewed and approved by City Departments, including the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.

			<i>Findings</i>	<i>All improvements were reviewed and approved at the time of building permit issuance and have been completed and accepted by the City of Ketchum. No additional approvals are required at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	<i>All improvements were reviewed and approved at the time of building permit issuance and have been completed and accepted by the City of Ketchum. No additional approvals are required at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	<i>All improvements were reviewed and approved at the time of building permit issuance and have been completed and accepted by the City of Ketchum. No additional approvals are required at this time.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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:

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

				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>	<i>This standard is not applicable as no new lots are created with the condominium subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	<i>This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> </ol>

			<p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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				<p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the right-of-way improvements proposed for the project, which have been reviewed and approved by City Departments, including the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<i>The project proposes alley improvements, including grading and resurfacing the alley with asphalt. These improvements are shown on the project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p>

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

				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>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed sewer improvements for the project, which have been reviewed and approved by City Departments, including the City Engineer and Wastewater Department.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed water service improvements for the project, which have been reviewed and approved by City Departments, including the City Engineer and Utilities Department.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts,



				<p>fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out</li> </ol> </li> </ol>
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				<p>within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. The final plat proposed to subdivide the mixed-use building into condominium units.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed drainage improvements for the project, which have been reviewed and approved by City Departments, including the City Engineer and Streets Department.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed utility improvements for the project, which have been reviewed and approved by City Departments, including the City Engineer and Utilities Department.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> 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</p>

				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>	<i>The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>The City Arborist conducted a site inspection determined that the existing trees are not healthy or mature, and therefore, do not require replacement.</i>

#### CONCLUSIONS OF LAW

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

## DECISION

THEREFORE, the Ketchum City Council approves this Final Plat application this Monday, February 5, 2024 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. The Condominium Declaration of Covenant's, Conditions, & Restrictions shall be simultaneously recorded with the Final Plat and the instrument number shall be added to plat note 2. The City will not now, nor in the future, determine the validity of the Condominium Declaration.
2. The Declaration of Rental Affordability Covenant for Community Housing Units B110 and B120 shall be simultaneously recorded with the Final Plat and the instrument number shall be added to plat note 5.
3. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.

Findings of Fact adopted this 5<sup>th</sup> day of February 2024.

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Neil Bradshaw  
Mayor  
City of Ketchum

Attest:

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Trent Donat, City Clerk



## CITY OF KETCHUM

### City Hall

office: 208.726.3841

participate@ketchumidaho.org

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

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## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 5, 2024 Staff Member/Dept: Paige Nied, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the second reading of Ordinance 1253, amendments to Title 15 of the Ketchum Municipal Code.

### Recommended Motion:

"I move to approve the second reading of Ordinance 1253 by title only."

### Reasons for Recommendation:

- The proposed text amendments to Title 15 are in response to recommendations from the City's new Building Official, an audit of code provisions related to Building Department functions, and to address feedback staff received from the development community. The amendments incorporate best practices, simplify processes, clarify and reorganize existing standards, and add new standards to improve community safety.
- After reviewing the proposed text amendments to Title 15 and staff's analysis, the City Council held a public hearing on January 16, 2024, and approved the first reading of Ordinance 1253.
- The City Council supported the proposed text amendments and did not request any changes to Ordinance 1253 at the first reading. No changes to the ordinance have been made by staff.

### Policy Analysis and Background:

The City Council held a public hearing and conducted the first reading of Ordinance 1253 during their regular meeting on January 16, 2024. After reviewing the proposed text amendments to Title 15 and staff's analysis, the City Council approved the first reading of Ordinance 1253. The City Council did not request any additional information or changes to the ordinance. Therefore, no changes have been made by staff to Ordinance 1253.

For a full review of Ordinance 1253 and staff analysis regarding the proposed text amendments to Title 15, please see the staff report from the January 16<sup>th</sup> meeting in Attachment 1. The full text of Ordinance 1253 in a clean version can be found in Attachment 2. The redlined version of Ordinance 1253 can be found in Attachment 3.

Staff recommends the City Council approve the second reading of Ordinance 1253. If the second reading is approved, the third reading will be held during the following meeting on February 20<sup>th</sup>, unless the City Council determines that the third reading should be consolidated with the second.

Sustainability Impact:

Ordinance 1253 has the potential to forward the City's sustainability goals. Reducing the amount of contractor vehicles permitted on a jobsite would encourage alternatives such as carpooling and public transportation, which could subsequently reduce CO2 emissions from single occupancy trips.

Financial Impact:

None

There is no financial request to the City of Ketchum for Ordinance 1253 and therefore no budget implications.

Attachments:

1. January 16, 2024 City Council Meeting Staff Report: First Reading of Ordinance 1253
2. Clean – Draft Ordinance 1253
3. Redline – Draft Ordinance 1253



City of Ketchum

# Attachment 1:

## January 16, 2024 City Council Staff Report – First Reading of Ordinance 1253



## CITY OF KETCHUM

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## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 16, 2024 Staff Member/Dept: Paige Nied, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the first reading of Ordinance 1253, amendments to Title 15 of the Ketchum Municipal Code.

### Recommended Motion:

"I move to approve the first reading of Ordinance 1253 by title only."

### Reasons for Recommendation:

- As part of the Building Department migration, City staff conducted an audit of code provisions related to Building Department functions. Staff also received feedback from the development and construction community during our bi-annual Development and Construction meeting of items that needed to be clarified for a smooth transition. All proposed changes were distributed to the Technical Advisory Group (TAG) and other construction and development stakeholders for review and comment.
- Removal of the building permit expiration amendments (Ordinance 1217, adopted in 2021) to align with the City-adopted International Building Code and International Residential Code will simplify the requirements and reflect industry standard best practices.
- Providing the Building Official authority to approve an extension of the maximum project duration on a case-by-case basis will provide flexibility for large scale projects and reduce administrative processing time at the end of construction projects.
- Reorganizing and clarifying the construction activity standards will increase readability and address feedback the City received.
- Additional construction activity standards will improve construction site safety for the general public.

### Policy Analysis and Background:

The impetus for Ordinance 1253 stems from the need to clarify and enhance Sections 15.04.020 and 15.06.030 within Title 15 of the Ketchum Municipal Code identified during the Building Department migration process. As part of this process, staff received recommendations from the City's new contracted Building Official and feedback from stakeholders during the bi-annual Development and Construction meeting. Staff believes it important to address feedback the City has received, as we have committed to the smoothest Building Department transition possible which includes clear process expectations and consistency of requirements. By refining and clarifying these sections of Title 15, the goal is to create a more user-friendly code for both the public and City staff to ensure consistency in plan review comments and clear expectations for construction timelines. Ordinance 1253 incorporates amendments to two sections of Title 15, Section 15.04.020 – Amendments and Section 15.06.030 – Construction Activity Standards and



Plan. A redlined version of the ordinance and a clean version of the ordinance can be found in Attachments 1 and 2 respectively.

#### Section 15.04.020 - Amendments

The first revision includes removing the City's building permit expiration amendment and reverting to the building permit expiration provisions of the City-adopted International Building Code (IBC) and International Residential Code (IRC). During internal discussions between staff and the new Building Official, staff was advised that aligning with the IBC and IRC for building permit expiration is best practice. The removal of the building permit expiration amendments aims to increase public understanding and promote clarity by reflecting the regulations of the City-adopted building codes.

The second revision to this section includes an amendment to the maximum project duration provision. Currently, the KMC imposes a maximum project duration of three years with no extension ability. However, the City has had instances of large-scale projects, such as mixed-use and multi-family developments, where completion within that timeframe is challenging because of supply chain issues and delays with sub-contractors. Historically, applicants of such projects have worked with staff to establish a suitable timeframe for completion. The proposed text amendment mirrors the existing process for granting an extension by introducing language that authorizes the Building Official to provide written approval for extended timeframes on large scale projects. Approval would be granted on a case-by-case basis only for unique circumstances. For projects that do not receive approval for an extended timeframe, after three years the building permit is considered null and void and the applicant must reapply for a new building permit for the remaining work. The proposed amendment also includes added language which states that the new building permit is subject to current City-adopted building codes. In the event that the City has adopted new versions of building codes during that duration of time, the new building permit must comply with the current adopted building codes rather than the building code that the previous building permit was approved under.

#### Section 15.06.030 – Construction Activity Standards and Plan

In November, the City received feedback from the development and construction community during our bi-annual Development and Construction meeting indicating inconsistencies in plan reviewer comments on construction activity plans (CAP) from various departments and that the requirements of CAPs lack clarity. In an effort to provide more consistency and clarity in the CAP standards, Planning staff collaborated with the City Engineer, Streets Department, and Fire Department to clarify existing standards and develop new standards. The new standards are reflective of issues that staff must often manage around during a construction project, such as removing fence screening on street corners for visibility and contractor parking. Additionally, to ensure the proposed amendments adequately incorporated the feedback received, the draft of the revised CAP standards was shared with members of the TAG and contractor community for their input. Subsequently, the proposed amendments underwent further modifications to address the feedback received on the draft. The amendments aim to have a proactive approach to address all major issues on the front end by clarifying, strengthening, and reorganizing the standards, thereby enhancing the code's readability. In conjunction with the changes to the code, staff made internal process improvements to who is commenting on CAPs to reduce issues of inconsistency. In addition to achieving the stated goals of the cleanup, staff believe the changes will ultimately result in increased safety for the community.

Some notable enhancements to the CAP standards include:

- Specifying when a standard must be notated or depicted on the CAP itself.
- Added standards related to emergency access.
- Added language for corner lot screening and visibility.

- Added language related to snow removal.
- Changed the maximum number of onsite contractor vehicle parking.
- Clarified right-of-way conditions and uses.
- Clarified the project noticing requirements.

#### Next Steps

Staff believes that the proposed changes to Title 15 provide clear process expectations and consistency of requirements, thus fostering a more harmonious Building Department transition. Therefore, staff recommend the City Council approve the first reading of Ordinance 1253. If the first reading is approved, the second and third readings would be held during the following subsequent meetings of February 5<sup>th</sup> and 20<sup>th</sup>, unless the City Council determines that readings should be consolidated.

#### Sustainability Impact:

Ordinance 1253 has the potential to forward the City's sustainability goals. Reducing the amount of contractor vehicles permitted on a jobsite would encourage alternatives such as carpooling and public transportation, which could subsequently reduce CO2 emissions from single occupancy trips.

#### Financial Impact:

None	There is no financial request to the City of Ketchum for Ordinance 1253 and therefore no budget implications.
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#### Attachments:

1. Redline – Draft Ordinance 1253
2. Clean – Draft Ordinance 1253



City of Ketchum

# Attachment 2: Clean – Draft Ordinance 1253

## ORDINANCE NO. 1253

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; 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, pursuant to Idaho Code §39-4116(2) and as a local government that issues building permits and performs building code enforcement activities, adopted the International Building Code and International Residential Code as published by the International Code Council and amended by the Idaho building code board through the negotiated rule making process;

WHEREAS, the City of Ketchum (the “City”), pursuant to Idaho Code §39-4116(4), may amend the adopted codes or provisions of the above referenced codes to reflect local concerns, if such amendments establish at least an equivalent level of protection. §39-4116(4)(e);

WHEREAS, the City, pursuant to Idaho Code §31-714 “. . . may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by the laws of the state of Idaho, and such as are necessary or proper to provide for the safety, promote the health and prosperity, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein...”;;

WHEREAS, City Departments collaborated to conduct an audit of code provisions pertaining to Building Department functions to identify amendments to clarify the requirements and reduce inconsistencies;

WHEREAS, the City received feedback from the Technical Advisory Group (TAG) and from members of the contractor community on the proposed amendments;

WHEREAS, the City Council held a public hearing on \_\_\_\_\_ to review the ordinance and information;

WHEREAS, the City Council held three readings of Ordinance 1253 on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, resulting in approval of this ordinance;

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 SECTION 15.04.020.A.3.c – 105.5 EXPIRATION**

c. *Section 105.5 Expiration.* is amended as follows:

**Section 105.5 Expiration**

1. **Maximum Project Duration.** Under no circumstances may any project exceed three (3) years of construction activity from the date the building permit was issued, unless otherwise agreed upon in writing by the Building Official. After three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. The new building permit shall be subject to the current City adopted building codes.

**SECTION 2. AMENDMENTS TO SECTION 15.04.020.B.2.b -- R105.5 PERMITS**

b. *Section R105.5 Permits.* is amended as follows:

1. **Maximum Project Duration.** Under no circumstances may any project exceed three (3) years of construction activity from the date the building permit was issued, unless otherwise agreed upon in writing by the Building Official. After three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. The new building permit shall be subject to the current City adopted building codes.

**SECTION 3. AMENDMENTS TO SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN.**

Prior to the issuance of any building permit for any project subject to section 15.06.020 of this chapter, the building permit application shall include a construction activity plan and/or narrative prepared by the general contractor or permit holder. At all times until the final certificate of occupancy or certificate of completion is issued for such project, the general contractor or permit holder shall ensure that all work performed on the project and all materials and equipment delivered to the project comply with the construction activity standards established in this Code and in the approved construction activity plan. Without limitation, the construction activity plan shall address the impacts of all of the following activities as applicable:

A. *General information.*

1. The construction activity plan shall notate that the general contractor or permit holder is responsible for all subcontractors and will be held responsible for all aspects of the construction activity plan.
2. The property address shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4") inches tall, have a minimum half inch (½") brush stroke,

contrast with their background, and be positioned a minimum of forty-eight inches (48") above final grade.

3. Vehicle parking, material storage, dumpsters, job site trailers, and other temporary installations during construction shall not restrict or obstruct emergency access to any building. An approved emergency apparatus access shall be made available and shall be maintained clear and unobstructed. The emergency apparatus access shall be a minimum of 20-feet wide and extend to within 150-feet of all exterior areas of the building(s). During times of construction activities, alterations to the fire apparatus access dimensions may be approved by the Fire Department where the standard dimensions cannot be provided. The designated emergency apparatus access shall be depicted with dimensions on the construction activity plan.
4. For projects involving a temporary tower crane, the construction activity plan shall depict the crane's location and swing arc. The crane shall only swing with materials loaded inside of the construction site or areas approved in a Temporary Use of the Right of Way Permit (TURP).
5. For projects disrupting public transportation services, the applicant is required to coordinate with the public transit provider and shall submit documentation of the approved temporary condition with the construction activity plan.

**B. *Excavation.***

1. Exact amounts of cut and fill in cubic yards, including temporary cuts and backfill, shall be specified on the construction activity plan. For projects that do not involve excavation, the construction activity plan shall notate that there is no cut and fill.
2. Stockpile areas within the Ketchum City Limits, on or off site, shall be notated on the construction activity plan.
3. Dust, mud, sand, and gravel control is required on all City streets. The construction activity plan shall contain provisions for daily cleaning of vehicles, tires, and affected City streets.
4. The construction activity plan shall identify dust abatement practices to be employed.

**C. *Vehicle parking and traffic control.***

1. Proposed parking, including the number of vehicles, shall be depicted on the construction activity plan. Parking shall occur on the building site, with secondary parking on the City right-of-way adjacent to the property under construction at the discretion of the City Engineer.
2. In cases where parking on both sides of the street would reduce the available travel surface to below 26 feet in width, the construction activity plan shall depict that parking is limited to one side of the street.
3. For projects with greater than 5 vehicles daily at the job site, an alternative parking site shall be identified in the construction activity plan. The construction activity plan shall also notate the shuttling plan for projects which utilize an

alternative parking location offsite. If an applicant can demonstrate that a jobsite is able to accommodate more than 5 vehicles, the City Engineer may approve of more vehicles daily at the job site.

4. "No parking" areas shall be identified on the construction activity plan as necessary.
5. Temporary traffic control as necessary for materials delivery and hauling shall be shown on the construction activity plan.
6. The construction activity plan shall notate that speed limits for construction vehicles shall be limited to 15 miles per hour within one block of a construction site, unless otherwise determined by the Ketchum Police Department.

D. *Material storage/deliveries.*

1. All material storage areas shall be depicted on the construction activity plan. Material storage shall not obstruct visibility within 40 linear feet of street and alley frontage fence corners unless otherwise approved by the City Engineer.
2. Delivery truck routes shall be depicted on the construction activity plan. Arterial streets shall be utilized where possible.

E. *Temporary restrooms, job shacks, dumpsters.*

1. Temporary restrooms, job shacks and dumpsters shall be depicted on the construction activity plan and shall not obstruct visibility within 40 linear feet of street frontage fence corners unless otherwise approved by the City Engineer. If no temporary restroom is proposed, the construction activity plan shall notate that an existing restroom onsite will be utilized.

F. *Fence and screening.*

1. For all projects involving exterior construction and material storage yards, the construction activity plan shall depict a six-foot high construction or temporary fence around the perimeter of the job site.
2. The construction activity plan shall indicate a screening material for the construction fence with 85% or greater blockage. Corner lots shall contain no screening within 40 linear feet of street frontage and alley fence corners.
3. The construction activity plan shall indicate that fence gates shall not open outward the property.

G. *Use of rights-of-way.*

1. Proposed use of the City's right-of-way shall be depicted, with dimensions, on the construction activity plan, and a TURP shall be obtained prior to use of the City's right-of-way. Additional TURPs are required for any use of the right-of-way not depicted on the construction activity plan.
2. The condition of the right-of-way shall be documented with photographs and submitted with the construction activity plan. Street Department personnel may conduct a site visit prior to issuance of building permit to verify the condition of the right-of-way. The construction activity plan shall notate that repair of damage

to the right-of-way shall be the responsibility of the general contractor or permit holder.

3. The construction activity plan shall depict the locations of manholes and fire hydrants and notate that they may not be obstructed at any time. Unless otherwise approved by the Fire Department, a minimum 15-foot area on both sides and 3-foot area to the rear of any fire hydrant shall be maintained clear and unobstructed at all times. Construction fencing is not permitted to reduce or restrict access to any fire hydrant without approval from the Fire Department. It is the responsibility of the general contractor or permit holder to remove all snow within thirty-six inches (36") from all sides of any fire hydrant at the construction site.
4. The general contractor or permit holder is responsible for all snow removal within the construction fence and barricades. Snow from within construction fences shall not be placed in the right-of-way. The general contractor or permit holder may also be responsible for snow removal in the immediate area surrounding the construction site if City plows cannot safely reach.
5. For projects involving sidewalk closures, the construction activity plan shall depict protected pedestrian ADA routes that are a minimum of four feet in width and lined with concrete barriers. The plan shall also indicate the location of the temporary sidewalk closure signage.

H. *Noticing.*

1. Prior to building permit issuance, all properties within a 300-foot radius of the project shall be provided notice of the project, schedule, and the general contractor's contact information. The construction activity plan shall include a copy of the project notice and a list of the properties to be noticed.
2. For jobsites adjacent to businesses, signage shall be placed in key areas indicating the business's name and public access point. The construction activity plan shall depict the location and verbiage of the signage.

I. *Site clean up.*

1. The construction activity plan shall notate that the job site shall be kept in a clean and orderly condition. Trash and construction debris shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat, tidy piles.

J. *Riparian, hillside and tree protection.*

1. Riparian, hillside and tree protection measures shall be depicted on the construction activity plan as applicable.
2. The construction activity plan shall depict a silt fence installed along the 25-foot riparian setback to protect the riparian zone from disturbance for the duration of construction.
3. The construction activity plan shall depict the location of trees to be preserved and shall notate that the trees shall be fenced at the drip line for the duration of construction.



4. Projects in the Mountain Overlay Zoning District or containing slopes greater than 25 percent shall be fenced pursuant to the design review conditions of approval.

K. *Reseeding of disturbed areas.*

1. For projects with design review approval, all disturbed areas shall be returned to a finished condition per the approved landscaping plan prior to issuance of a certificate of occupancy, except as provided for in title 17, chapter 17.96, "Design review", of this Code.

L. *Administrative exemptions.*

1. Administrative exemptions may be granted by the Building Official for special circumstances on a case by case basis.

**SECTION 4. 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 5. REPEALER CLAUSE.** All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

**SECTION 6. 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, and shall take effect immediately upon its passage, approval, and publication.

**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 and APPROVED by the MAYOR of Ketchum, Idaho, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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

ATTEST:

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Trent Donat, City Clerk

## EXHIBIT A

## **PUBLICATION SUMMARY**

### **ORDINANCE NO. 1253**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; 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. 1253 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_ 2024, is as follows:

- SECTION 1.** Removes the local building permit expiration amendment of the International Building Code and International Residential Code.
- SECTION 2.** Amends the maximum project duration to allow for extensions on a case by case basis.
- SECTION 3.** Clarifies existing construction activity standards and introduces new construction activity standards.
- SECTION 4.** Provides a savings and severability clause.
- SECTION 5.** Provides a repealer clause.
- SECTION 6.** Provides for publication by summary.
- SECTION 7.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5<sup>th</sup> 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 3:

## Redline – Draft Ordinance 1253

## ORDINANCE NO. 1253

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; 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, pursuant to Idaho Code §39-4116(2) and as a local government that issues building permits and performs building code enforcement activities, adopted the International Building Code and International Residential Code as published by the International Code Council and amended by the Idaho building code board through the negotiated rule making process;

WHEREAS, the City of Ketchum (the “City”), pursuant to Idaho Code §39-4116(4), may amend the adopted codes or provisions of the above referenced codes to reflect local concerns, if such amendments establish at least an equivalent level of protection. §39-4116(4)(e);

WHEREAS, the City, pursuant to Idaho Code §31-714 “. . . may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by the laws of the state of Idaho, and such as are necessary or proper to provide for the safety, promote the health and prosperity, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein...”;

WHEREAS, City Departments collaborated to conduct an audit of code provisions pertaining to Building Department functions to identify amendments to clarify the requirements and reduce inconsistencies;

WHEREAS, the City received feedback from the Technical Advisory Group (TAG) and from members of the contractor community on the proposed amendments;

WHEREAS, the City Council held a public hearing on \_\_\_\_\_ to review the ordinance and information;

WHEREAS, the City Council held three readings of Ordinance 1253 on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, resulting in approval of this ordinance;

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 SECTION 15.04.020.A.3.c – 105.5 EXPIRATION**

- c. ~~Delete~~ *Section 105.5 Expiration.* **is amended as follows** and replace with the following:

**Section 105.5 Expiration**

1. ~~Expiration of Building Permits. Except as otherwise provided herein, every permit issued under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within one hundred eighty days (180) after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.~~
2. ~~Extension of Building Permit. A permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the planning and building department. A permit issued under the provisions of this code may be granted a maximum of four (4) extensions but in no case may the total number of extensions exceed 180 days.~~
3. **Maximum Project Duration.** Under no circumstances may any project exceed ~~1095 days, or~~ three (3) years; of construction activity from the date the building permit was issued, **unless otherwise agreed upon in writing by the Building Official.** After ~~1095 days, or~~ three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. **The new building permit shall be subject to the current City adopted building codes.**

**SECTION 2. AMENDMENTS TO SECTION 15.04.020.B.2.b – R105.5 PERMITS**

- b. *Section R105.5* **Permits** is amended as follows:

1. ~~*Expiration of Building Permits.* Except as otherwise provided herein, every permit issued under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within one hundred eighty days (180) after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.~~

2. ~~*Extension of Building Permit.*~~ A permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the planning and building department. A permit issued under the provisions of this code may be granted a maximum of four (4) extensions but in no case may the total number of extensions exceed 180 days.
3. *Maximum Project Duration.* Under no circumstances may any project exceed 1095 days, or three (3) years, of construction activity from the date the building permit was issued, **unless otherwise agreed upon in writing by the Building Official.** After 1095 days, or three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. **The new building permit shall be subject to the current City adopted building codes.**

### SECTION 3. AMENDMENTS TO SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN.

Prior to the issuance of any building permit for any project subject to section 15.06.020 of this chapter, the ~~Ketchum Building Official~~ **building permit application** shall ~~receive~~**include** a ~~construction activity permit application with a construction activity plan and/or narrative prepared by the general contractor or permit holder, to be reviewed by all City departments prior to approval, pursuant to the following standards, which shall be comprehensive and clearly organized so that every concerned entity has a clear understanding of the City's expectations for all construction which is the subject of such permit.~~ At all times until the final certificate of occupancy or certificate of completion is issued for such project, the general contractor or ~~other person primarily responsible for the work being performed under the building permit~~ **holder** shall ensure that all work performed on the project and all materials and equipment delivered to the project comply with the construction activity standards established in this Code and in the **approved construction activity** plan. Without limitation, the construction activity plan shall address the impacts of all of the following activities as applicable:

#### A. *General information and schedule.*

1. The **construction activity plan shall notate that the** general contractor **or permit holder** is responsible for all subcontractors and will be held responsible for all aspects of the construction activity ~~permit~~**plan.**
2. ~~At a minimum, all neighbors with properties adjacent to the project shall be provided notice of the project, schedule and the general contractor's contact information in advance of construction.~~ **The property address shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four inches (4") tall, have a minimum half inch (½") brush stroke, contrast with their background, and be positioned a minimum of forty-eight inches (48") above final grade.**



3. Vehicle parking, material storage, dumpsters, job site trailers, and other temporary installations during construction shall not restrict or obstruct emergency access to any building. An approved emergency apparatus access shall be made available and shall be maintained clear and unobstructed. The emergency apparatus access shall be a minimum of 20-feet wide and extend to within 150-feet of all exterior areas of the building(s). During times of construction activities, alterations to the fire apparatus access dimensions may be approved by the Fire Department where the standard dimensions cannot be provided. The designated emergency apparatus access shall be depicted with dimensions on the construction activity plan.
4. For projects involving a temporary tower crane, the construction activity plan shall depict the crane's location and swing arc. The crane shall only swing with materials loaded inside of the construction site or areas approved in a Temporary Use of the Right of Way Permit (TURP).
5. For projects disrupting public transportation services, the applicant is required to coordinate with the public transit provider and shall submit documentation of the approved temporary condition with the construction activity plan.

**B. *Excavation.***

1. Exact amounts of cut and fill in cubic yards, including temporary cuts and backfill, shall be specified on the construction ~~staging permit application~~ **activity plan**. ~~For projects that do not involve excavation, the construction activity plan shall notate that there is no cut and fill.~~
2. Stockpile areas within the Ketchum City Limits, on or off site, shall be notated on the construction activity plan.
3. ~~Truck routes shall be depicted on the construction activity plan. Arterial streets shall be utilized where possible.~~
- 4.3. Dust, mud, sand, and gravel control is required on all City streets. The construction activity plan shall contain provisions for **daily** cleaning of vehicles, tires, and affected **City** streets.
- 5.4. ~~The construction activity plan shall~~ **identify** dust abatement practices to be employed.

**C. *Vehicle parking and traffic control.***

1. Proposed parking, including **the number and size/type of vehicles**, shall be depicted on the construction activity plan. Parking shall occur on the building site, with secondary parking on the City right-of-way adjacent to the property under construction at the discretion of the ~~Public Works Director~~ **City Engineer**.
2. In cases where parking on both sides of the street would reduce the available travel surface to below 26 feet in width, **the construction activity plan shall depict that parking shall be** **is** limited to one side of the street.
3. ~~The right of way, outside of the required travel lanes, directly in front of the job site may be dedicated for material delivery.~~

43. For projects with greater than 15 vehicles daily at the job site, an alternative parking site shall be identified in the construction activity plan. ~~The construction activity plan shall also notate the shuttling plan for projects which utilize an alternative parking location offsite. If an applicant can demonstrate that a jobsite is able to accommodate more than 5 vehicles, the City Engineer may approve of more vehicles daily at the job site.~~
54. "No parking" areas shall be identified on the construction activity plan as necessary.
65. Temporary traffic control as necessary for materials delivery and hauling shall be shown on the construction activity plan.
76. ~~The construction activity plan shall notate that~~ Speed limits for construction vehicles shall be limited to 15 miles per hour within one block of a construction site, unless otherwise determined by the Ketchum Police Department.

D. *Material storage/deliveries.*

1. All material storage areas shall be depicted on the construction activity plan. ~~Material storage shall not obstruct visibility within 40 linear feet of street and alley frontage fence corners unless otherwise approved by the City Engineer.~~
2. Delivery truck routes shall be depicted on the construction activity plan. ~~Arterial streets shall be utilized where possible.~~

E. *Temporary restrooms, job shacks, dumpsters.*

1. Temporary restrooms, job shacks and dumpsters shall be ~~located on private property and shown~~ ~~depicted~~ on the construction activity plan ~~and shall not obstruct visibility within 40 linear feet of street frontage fence corners unless otherwise approved by the City Engineer. If no temporary restroom is proposed, the construction activity plan shall notate that an existing restroom onsite will be utilized.~~
2. ~~In the event that City right-of-way use is required for staging, material storage or dumpster location, a right-of-way use permit shall be obtained.~~

F. *Fence and ~~S~~creening.*

1. For all projects involving exterior construction ~~and material storage yards, the construction activity plan shall depict a~~ ~~the perimeter of the job site shall be screened with a four- to six-foot high construction or temporary fence~~ ~~around the perimeter of the job site.~~
2. ~~Material storage yards shall also be screened with a four- to six-foot high construction or temporary fence.~~ The construction activity plan shall indicate a screening material for the construction fence with 85% or greater blockage. Corner lots shall contain no screening within 40 linear feet of street frontage and alley fence corners.
3. The construction activity plan shall indicate that fence gates shall not open outward the property.

G. *Use of rights-of-way.*

1. Proposed use of the City's right-of-way shall be depicted, **with dimensions**, on the construction activity plan, and a **TURP** shall be obtained prior to use of the City's right-of-way. **Additional TURPs are required for any use of the right-of-way not depicted on the construction activity plan.**
2. The condition of the right-of-way shall be documented with photographs and **submitted with the construction activity plan.** ~~a site visit with s~~**Street d**Department personnel **may conduct a site visit prior to issuance of building permit to verify the condition of the right-of-way.** The construction activity plan shall notate that **R**repair of damage to the right-of-way shall be the responsibility of the general contractor **or permit holder.**
3. The construction activity plan shall depict the locations of **M**manholes and fire hydrants and notate that they may not be obstructed at any time. **Unless otherwise approved by the Fire Department, a minimum 15-foot area on both sides and 3-foot area to the rear of any fire hydrant shall be maintained clear and unobstructed at all times. Construction fencing is not permitted to reduce or restrict access to any fire hydrant without approval from the Fire Department. It is the responsibility of the general contractor or permit holder to remove all snow within thirty-six inches (36") from all sides of any fire hydrant at the construction site. In addition, minimum three feet clear shall be maintained on back and sides of fire hydrants, and minimum 15 feet clear shall be maintained on the front, street side of fire hydrants.**
4. The general contractor or permit holder is responsible for all snow removal within the construction fence and barricades. Snow from within construction fences shall not be placed in the right-of-way. The general contractor or permit holder may also be responsible for snow removal in the immediate area surrounding the construction site if City plows cannot safely reach.
5. For projects involving sidewalk closures, the construction activity plan shall depict protected pedestrian ADA routes that are a minimum of four feet in width and lined with concrete barriers. The plan shall also indicate the location of the temporary sidewalk closure signage.

H. *Noticing.*

1. **Prior to building permit issuance, A**all neighbors **properties within a 300-foot radius of the project vicinity** shall be provided notice of the project, schedule, and the general contractor's contact information **in advance of construction.** The construction activity plan shall include a copy of the project notice and a list of the properties to be noticed.
2. For jobsites adjacent to businesses, signage shall be placed in key areas indicating the business's name and public access point. The construction activity plan shall depict the location and verbiage of the signage.

I. *Site clean up.*

1. The ~~construction activity plan shall notate that the~~ job site shall be kept in a clean and orderly condition. Trash ~~and construction debris~~ shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat, tidy piles.

J. *Riparian, hillside and tree protection.*

1. Riparian, hillside and tree protection measures shall be depicted on the construction activity plan ~~as applicable~~.
2. ~~The construction activity plan shall depict~~ A silt fence ~~shall be~~ installed along the 25-foot riparian setback to protect the riparian zone from disturbance for the duration of construction.
3. ~~The construction activity plan shall depict the location of~~ Mature trees to be preserved ~~and shall notate that the trees shall~~ be fenced at the drip line for the duration of construction.
4. Projects in the ~~m~~Mountain ~~e~~Overlay ~~z~~Zoning ~~d~~District or containing slopes greater than 25 percent shall be fenced pursuant to the design review conditions of approval.

K. *Reseeding of disturbed areas.*

1. For projects with design review approval, all disturbed areas shall be returned to a finished condition per the approved landscaping plan prior to issuance of a certificate of occupancy, except as provided for in title 17, chapter 17.96, "Design review", of this Code.

L. *Administrative exemptions.*

1. Administrative exemptions may be granted by the Building Official for special circumstances on a case by case basis.

**SECTION 4. 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 5. REPEALER CLAUSE.** All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

**SECTION 6. 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, and shall take effect immediately upon its passage, approval, and publication.

**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 and APPROVED by the MAYOR of Ketchum, Idaho, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk

## EXHIBIT A

## **PUBLICATION SUMMARY**

### **ORDINANCE NO. 1253**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; 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. 1253 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_ 2024, is as follows:

- SECTION 1.** Removes the local building permit expiration amendment of the International Building Code and International Residential Code.
- SECTION 2.** Amends the maximum project duration to allow for extensions on a case by case basis.
- SECTION 3.** Clarifies existing construction activity standards and introduces new construction activity standards.
- SECTION 4.** Provides a savings and severability clause.
- SECTION 5.** Provides a repealer clause.
- SECTION 6.** Provides for publication by summary.
- SECTION 7.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5<sup>th</sup> 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

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 5, 2024 Staff Member/Dept: Ben Whipple/Administration

Agenda Item: Recommendation to approve contract 24063 with Kimley Horn to complete Street Conditions Assessment and Maintenance Management Plan

#### Recommended Motion:

"I move to approve Purchase Order 24063 to approve Kimley Horn to conduct a streets conditions analysis and formulate a Pavement Management Program for Non-Residential Ketchum streets."

#### Reasons for Recommendation:

- Updating maintenance and repair history for work completed on City streets since the last road assessment.
- Assessing functional conditions for City streets
  - A sub-consultant, ARRB Systems, will collect data on approximately 44 lane-miles
- Developing performance models for functional condition prediction using historical data and 2024 inspection data
- Determining current and future network, branch, and section PCI values over the next five years
- Conducting budget analyses including zero budget, unlimited budget, and constrained budgets with an emphasis on preventive maintenance projects
- Prioritizing M&R projects for the roadway network based on the City's projected budgets over the next five years

#### Sustainability Impact:

Be strategic and efficient with our road repairs. Performing the maintenance with long term durability in mind and reducing re-work.

#### Financial Impact:

None OR Adequate funds exist in account:	Staff is recommending a Phase I consisting of non-residential streets with a not-to-exceed amount of \$51,320.
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#### Attachments:

1. Kimley Horn Proposal
2. Purchase Order 24063
3. Slide deck of service benefits





Revised February 1, 2024

Benjamin Whipple  
Senior Project Manager  
City of Ketchum  
P.O. Box 2315, 191 5<sup>th</sup> Street West  
Ketchum, ID 83340

***RE: Streets Condition Survey and Long-Term Maintenance Implementation Plan***

Dear Mr. Whipple:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement ("Agreement") to the City of Ketchum ("City") to implement a Pavement Management Program (PMP), including a streets condition survey and long-term maintenance implementation plan. The PMP implementation will include a network-level evaluation of pavement conditions and will reflect any new pavement maintenance and repair since the last update. The Pavement Condition Index (PCI) assessment includes approximately 44 lane-miles of roadway pavement, analysis of various budget scenarios, and a project report. The PCI assessment will be conducted in accordance with ASTM D6433 standards. Optionally, the City may elect to report results according to the newer ASTM E3303 standard.

The work performed by the Consultant will be limited to the scope elements described in this Agreement. Scope items related to Non-Destructive Testing (NDT), geotechnical investigations, or structural analysis can be provided as optional services.

Our understanding of the project, scope of services, fee, and schedule are provided below.

**PROJECT UNDERSTANDING**

It is the goal of the project to assess the functional condition of City streets. Specific objectives of this update will include the following:

- Updating maintenance and repair history for work completed on City streets since the last PMP update.
- Assessing functional conditions for City streets. Data will be collected by a sub-consultant, ARRB Systems, on approximately 44 lane-miles.
- Developing performance models for functional condition prediction using historical data and 2024 inspection data.
- Determining current and future network, branch, and section PCI values over the next five years.
- Customizing the DRIVE database including review and update of rehabilitation options and costs to support the development of a multi-year project plan based on the City's annual budget.
- Reviewing and updating Maintenance and Rehabilitation (M&R) policies and decision trees.
- Conducting budget analyses including zero budget, unlimited budget, and constrained budgets with an emphasis on preventive maintenance projects.
- Prioritizing M&R projects for the roadway network based on the City's projected budgets over the next five years.
- Developing a summary report capturing results of the assessment and recommendations.

## SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

### **Task 1: Program Administration**

Administrative portions of the PMP will consist of preparing the project work plan, preparing a project schedule and updating it throughout the project, and the time necessary to keep internal project systems updated. Kimley-Horn will submit monthly progress reports and invoices. Progress reports and invoicing formats will conform to City requirements.

Kimley-Horn will develop a Request for Information (RFI) document and assumes the City will provide the following information:

- Existing documentation such as-built drawings for recent reconstruction, rehabilitation, and maintenance projects since the most recent PMP update prior to the start of field activities. This information should include project limits, rehabilitation type, and construction date at a minimum and should be summarized in spreadsheet format, if possible.
- Information and files associated with the City's current Geographical Information System (GIS).
- Current unit prices for maintenance and rehabilitation activities as well as anticipated City budgets.

Kimley-Horn will attend the following meetings in-person. Other meetings can be coordinated as optional services:

- Kickoff meeting
- PCI review meeting
- City Council meeting

### **Task 1 Deliverables:**

- Meeting agenda/minutes for each meeting (PDF)
- Monthly progress reports and invoices (PDF)

### **Task 2: Network Inventory**

Kimley-Horn will review information generated by the RFI in Task 1 and update pavement attributes in related GIS files. Kimley-Horn will update the City's existing GIS database to reflect any new maintenance and rehabilitation (M&R) projects since 2019. The update will be based on a list of recent roadway work activities provided by the City in spreadsheet and/or graphical form. The list provided by the City will summarize project limits, rehabilitation type, and date. Street segments and management sections will be added, modified, or deleted in the GIS model to reflect actual conditions.

### **Task 2 Deliverables:**

- Updated network definition map and GIS model (PDF and shapefile/map package)

**Task 3: Field Assessments**

Kimley-Horn will coordinate a pavement condition assessment to characterize pavement distresses exhibited on the pavement surface. The PCI procedure provides a visual indication of existing pavement conditions and failure mechanisms. The results of the condition assessment will be used in developing PCI values. Condition assessments will be conducted using the PCI procedures described in the ASTM D6433 standard method of practice. Pavement distress data will be collected by our sub-consultant, ARRB Systems, using its Network Survey Vehicle (NSV) automated data collection equipment.

The specific objectives of the condition survey are to:

- Determine roadway functional conditions.
- Provide a common index for comparing functional conditions using PCI values.
- Generate quantities for distress repair that can be incorporated into maintenance budget estimates.

Roadways within the City's 44-lane-mile network will be assessed using the NSV. Distress type, severity, and quantity will be recorded and aggregated per section. Two-lane roads will be assessed in one direction, and four-lane roads (or more) will be assessed in two directions. As an option, ARRB can provide access to its Hawkeye Insight data viewer for a period of three (3) years.

The assessment will also include verification of the following information for each section:

- To/from streets, indicating the assigned limits of the section
- Street name
- Section geometrics, indicating pavement length, width, and area
- Surface type such as asphalt concrete (AC) or Portland cement concrete (PCC)

Under the direction of Kimley-Horn, our sub-consultant, Strata Geotech, will conduct a field review of selected roadway segments to confirm data from the automated assessment and possibly investigate areas of concern. Strata will provide an independent QC review of roadway segments identified by the City, including up to 5% of the total centerline mileage.

As an optional task, Strata will collect pavement cores and shallow geotechnical borings at strategic locations to measure pavement section thickness and characterize subgrade soils. Data will be used for structural capacity estimation, determination of pavement distress failure modes (e.g., top-down vs. bottom-up cracking, subgrade failures), and/or evaluation of areas where shallow groundwater and/or drainage issues are a concern. One day of testing yields two corings and borings at each location for up to three sites. Geotechnical information will be summarized in a geotechnical report.

**Task 3 Deliverables:**

- PCI assessment and validation results in tabular and graphical formats (Excel, PDF)
- Meeting to discuss PCI assessment results
- One (1) day of coring/boring with traffic control at three (3) sites (optional)
- Laboratory testing of materials (optional)
- Geotechnical report (optional)
- Hawkeye Insight viewing software (optional)

#### Task 4: Data Analysis

Kimley-Horn will populate the DRIVE database using the data gathered during the field assessments in Task 3. PCI results will be used to evaluate pavement performance and update performance models to predict future conditions over the next five years. Analysis of functional conditions will be based on pavement age data and PCI values and grouped according to pavement type and functional classification or ranking. Access to DRIVE will be provided for three (3) years and City staff will be trained to use the software during a two-hour training session.

Upon confirmation of the pavement condition data collected in Task 3, Kimley-Horn will integrate parameters related to treatment types, local cost data, maintenance trigger values, and budget constraints to conduct various budget scenarios. Selection of City-specific treatment types, costs, and related information will help customize the analysis to City needs. Treatments will be associated to ranges of applicable PCI scores. The City will be responsible for providing current unit prices for maintenance and rehabilitation activities as well as anticipated City budgets.

Up to five budget scenarios will be performed to compare potential network health under various forecasted situations. In addition to three budget-driven or performance-driven scenarios, the “Do Nothing” and “Unlimited Funding” scenarios will be included. Results from the analysis will be presented to the City in a project status meeting and memorandum document.

Kimley-Horn will develop a pavement management report that summarizes network conditions, budget analyses, and the multi-year project plan. The report will incorporate results from previous tasks and provide recommendations for implementation. Specific elements of the report are expected to include network definition and assessment methodology, PCI assessment results, decision tree development including M&R policies and costs, and budget analyses. Task 4 will be delivered in two phases, with Phase 1 including non-residential roads and Phase 2 including residential roads.

#### Task 4 Deliverable(s):

- Electronic draft and final versions of the Pavement Management Report (PDF)
- GIS files containing geospatial data developed during the project (shapefile/map package)
- DRIVE training session
- Three (3) year DRIVE license
- City Council meeting to discuss program

#### Other Recommended Services

Kimley-Horn can provide other recommended services should the City desire. These services include:

- Data processing according to the ASTM E3303-21 *Standard Practice for Generating Pavement Surface Cracking Indices from Digital Images*.
- Geotechnical investigations involving coring, boring, or laboratory analyses of extracted materials
- Geotechnical report
- Hawkeye Insight online viewing platform (3-year license)
- Non-destructive testing or pavement structural analysis

## SCHEDULE

We will complete these tasks as expediently as practical based upon a mutually agreed upon schedule. Assuming Notice to Proceed (NTP) no later than February 6, 2024, we anticipate the following milestones:

- February 29, 2024 Record review and inventory updates completed
- April 30, 2024 Pavement assessments completed (weather dependent)
- May 31, 2024 PCI values finalized and delivered
- June 15, 2024 Budget scenarios delivered
- June 30, 2024 Draft pavement management report delivered
- July 31, 2024 Final pavement management report delivered
- August 31, 2024 DRIVE training completed

## FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 4 in the Scope of Services for a lump sum fee of \$113,000 for base and additional services. Shown below is a breakdown of our proposed fee billings by tasks:

<b><u>Base Services</u></b>	<b><u>Phase 1 Fee (Non-Residential)</u></b>	<b><u>Phase 2 Fee (Residential)</u></b>
Task 1 – Program Administration	\$ 5,400	\$ 3,600
Task 2 – Network Inventory	\$ 5,400	\$
Task 3 – Field Assessments	\$ 24,200	\$ 10,000
Task 4 – Data Analysis	\$ 13,900	\$ 10,000
Other Expenses (travel, mileage, reprographics, etc.)	\$ 2,420	\$ 3,780
<b>SUBTOTAL</b>	<b>\$ 51,320</b>	<b>\$ 27,380</b>
<b>TOTAL</b>		<b>\$ 78,700</b>

<b><u>Additional Services</u></b>	<b><u>Fee</u></b>
DRIVE Online Web Application (3-yr license)	\$ 7,000
Task A1 – Geotechnical Investigations (1 day)	\$ 11,600
Task A2 – Geotechnical Investigations (1 additional day)	\$ 6,600
Task A3 – Geotechnical Report	\$ 4,100
Task A4 – Hawkeye Insight Viewer (3-yr license)	\$ 5,000
<b>TOTAL</b>	<b>\$ 34,300</b>

All permitting, application, and similar project fees will be paid directly by the Client.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to \_\_\_\_\_

Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully- executed agreement. Fees stated in this Agreement are valid for thirty (30) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

## Kimley-Horn and Associates, Inc.



Tim Miller, P.E.  
Project Manager



Tim Nicholson, P.E.  
Associate

City of Ketchum, Idaho

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

Attachment – Request for Information

Attachment – Standard Provisions

### Request for Information

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

#### Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner

#### Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

#### Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

#### Project Funding Identification – List Funding Sources for the Project


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*

## KIMLEY-HORN AND ASSOCIATES, INC.

### STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.



- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



**CITY OF KETCHUM**  
PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 24063**

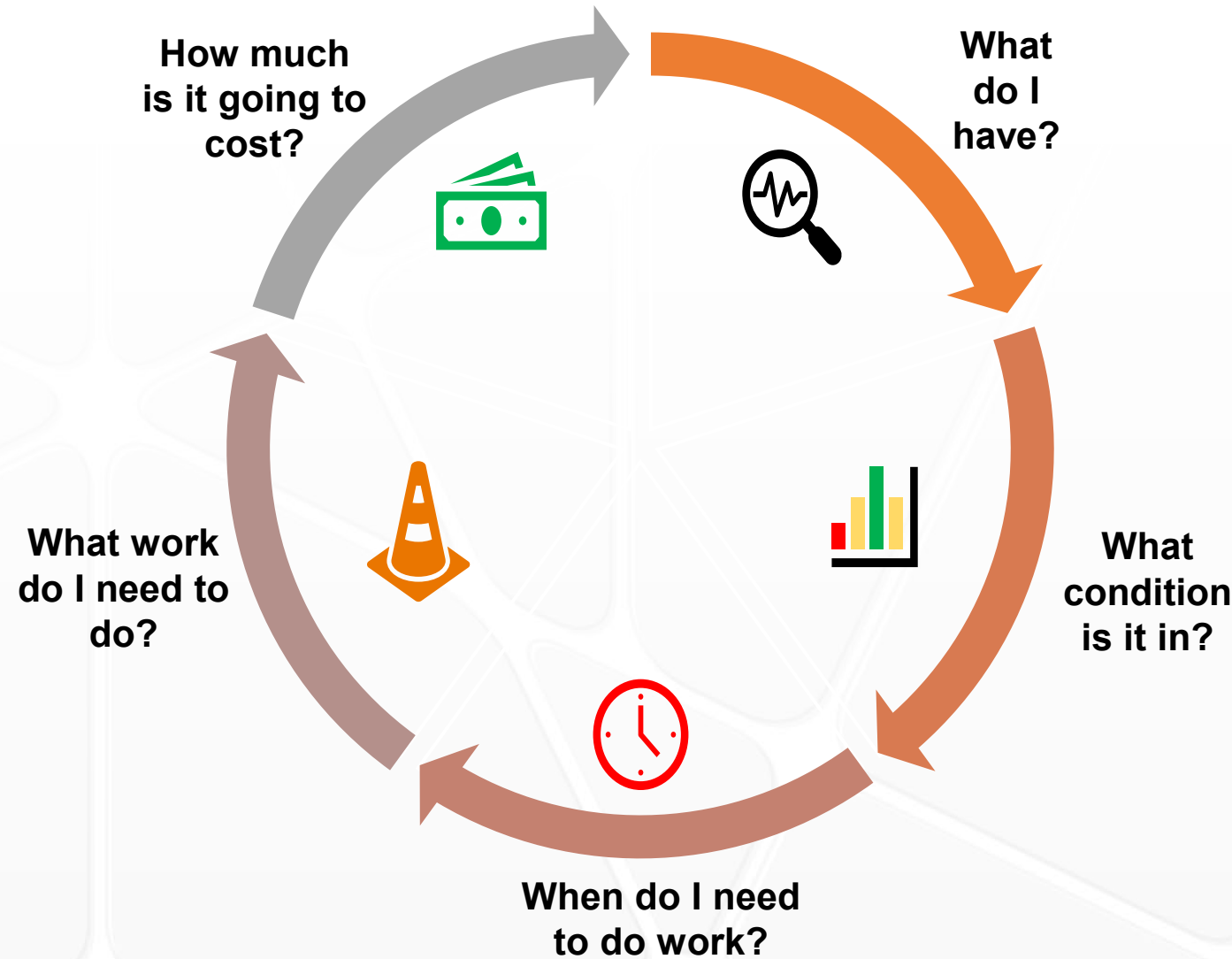
<b>To:</b> 6137 KIMLEY-HORN & ASSOCIATES 1100 W IDAHO ST STE 210 BOISE ID 83702	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/01/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	STREETS CONDITION SURVEY & LONG-TER 01-4193-9930	51,320.00	51,320.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		51,320.00

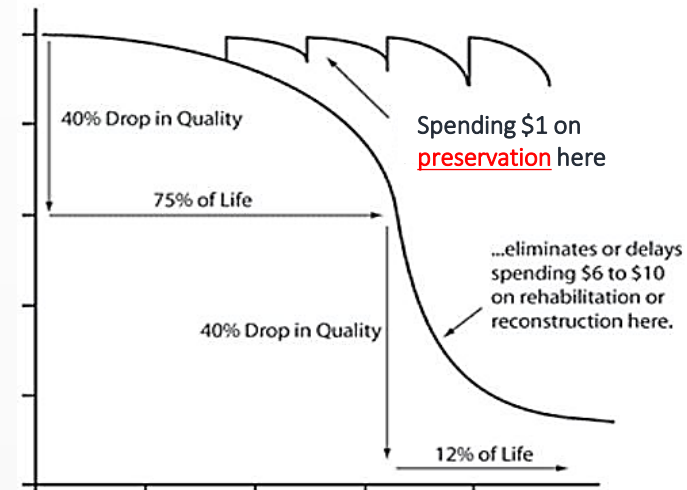
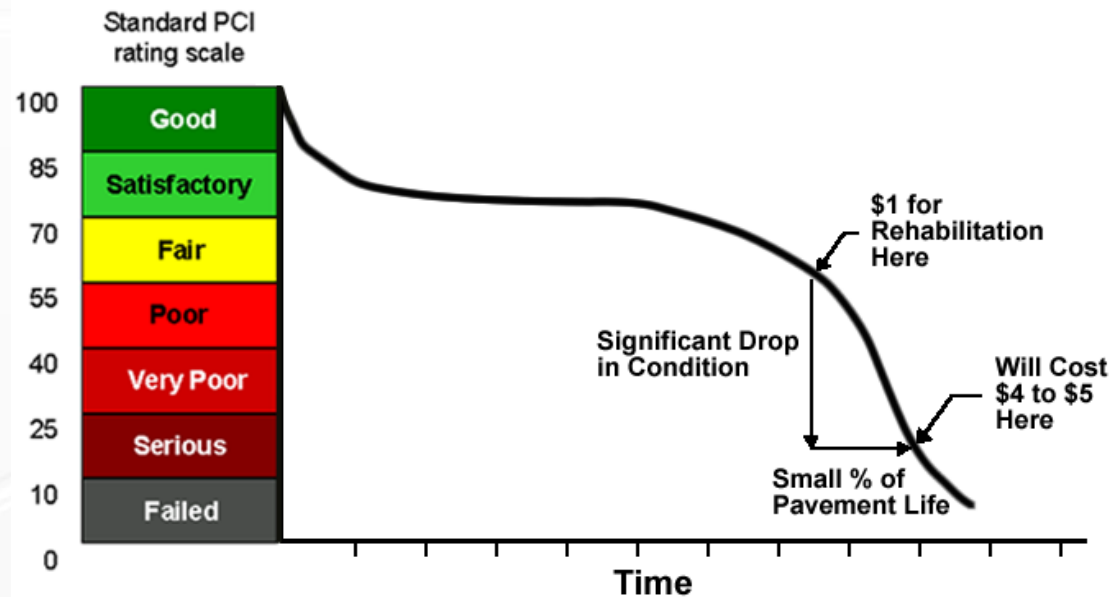
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Authorized Signature

# Pavement Management Basics



# Pavement Deterioration

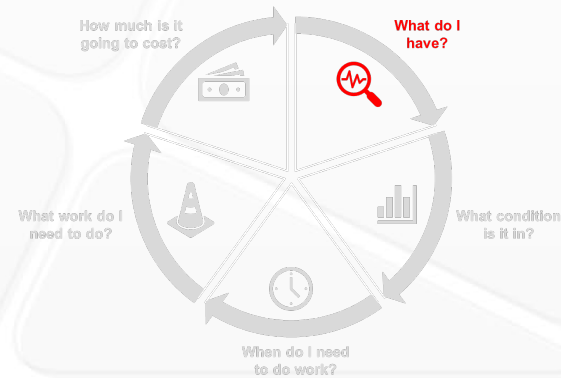
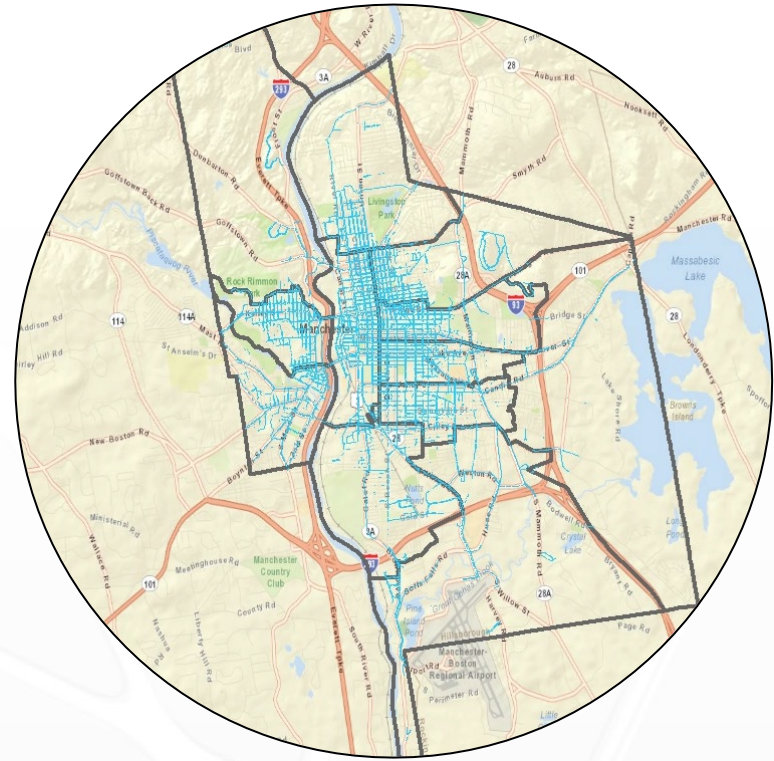
- Goal is to stay ahead of the curve
- Apply the right treatment at the right place at the right time





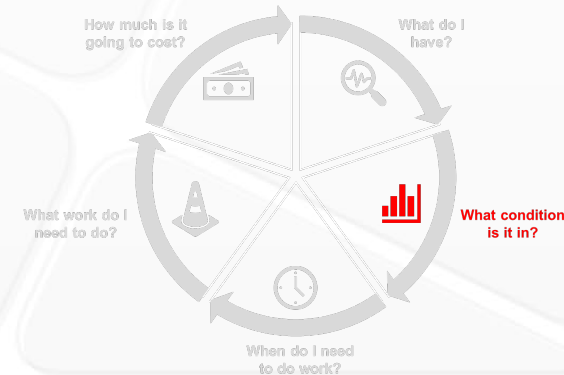
# What Do I Have?

- Define the pavement network
- Network segmentation
  - Network
  - Branch
  - Section
  - Sample
- Historical records review
  - Past deterioration helps predict future deterioration



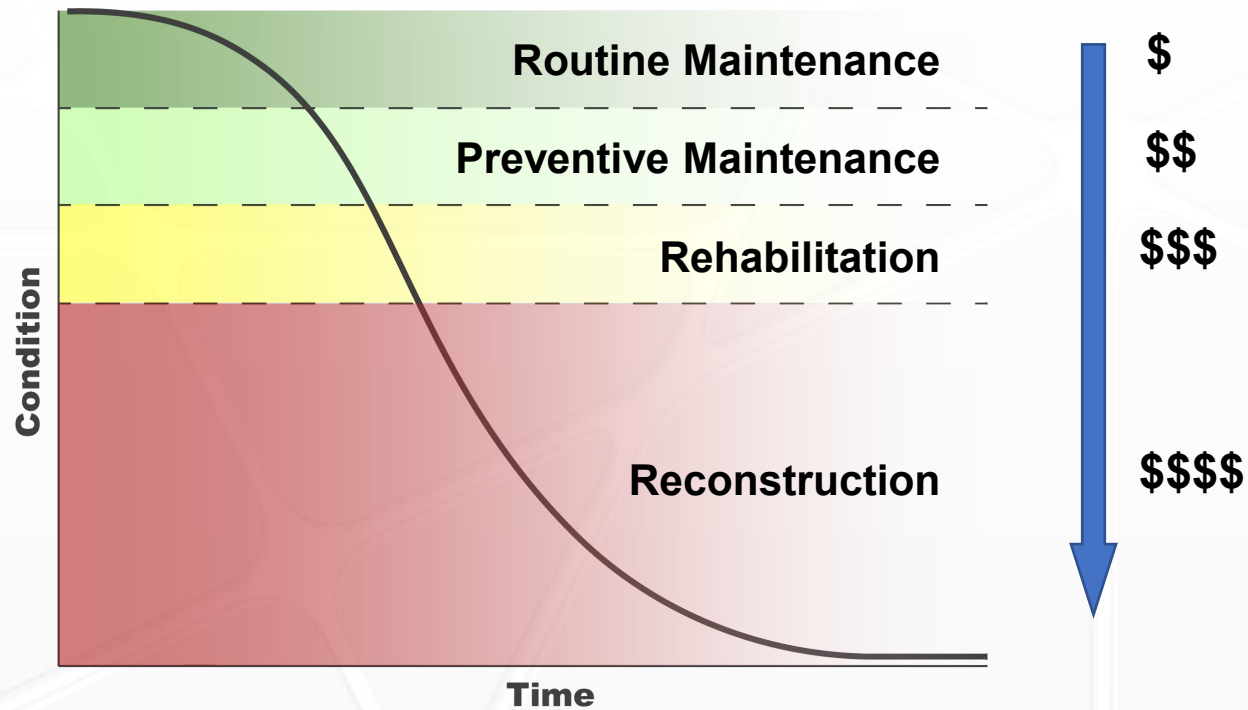
# What Condition Is It In?

- Field inspections
  - Objective assessment
  - Condition & distress identification
- Several data collection options
  - Customize to meet client needs and budget
  - Visual, automated, hybrid
- Inspect on regular basis
  - 3-5 yr is typical

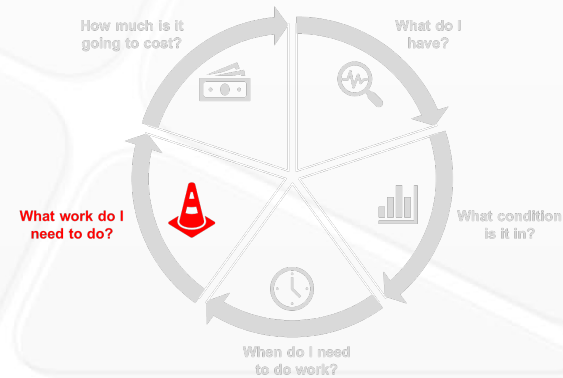
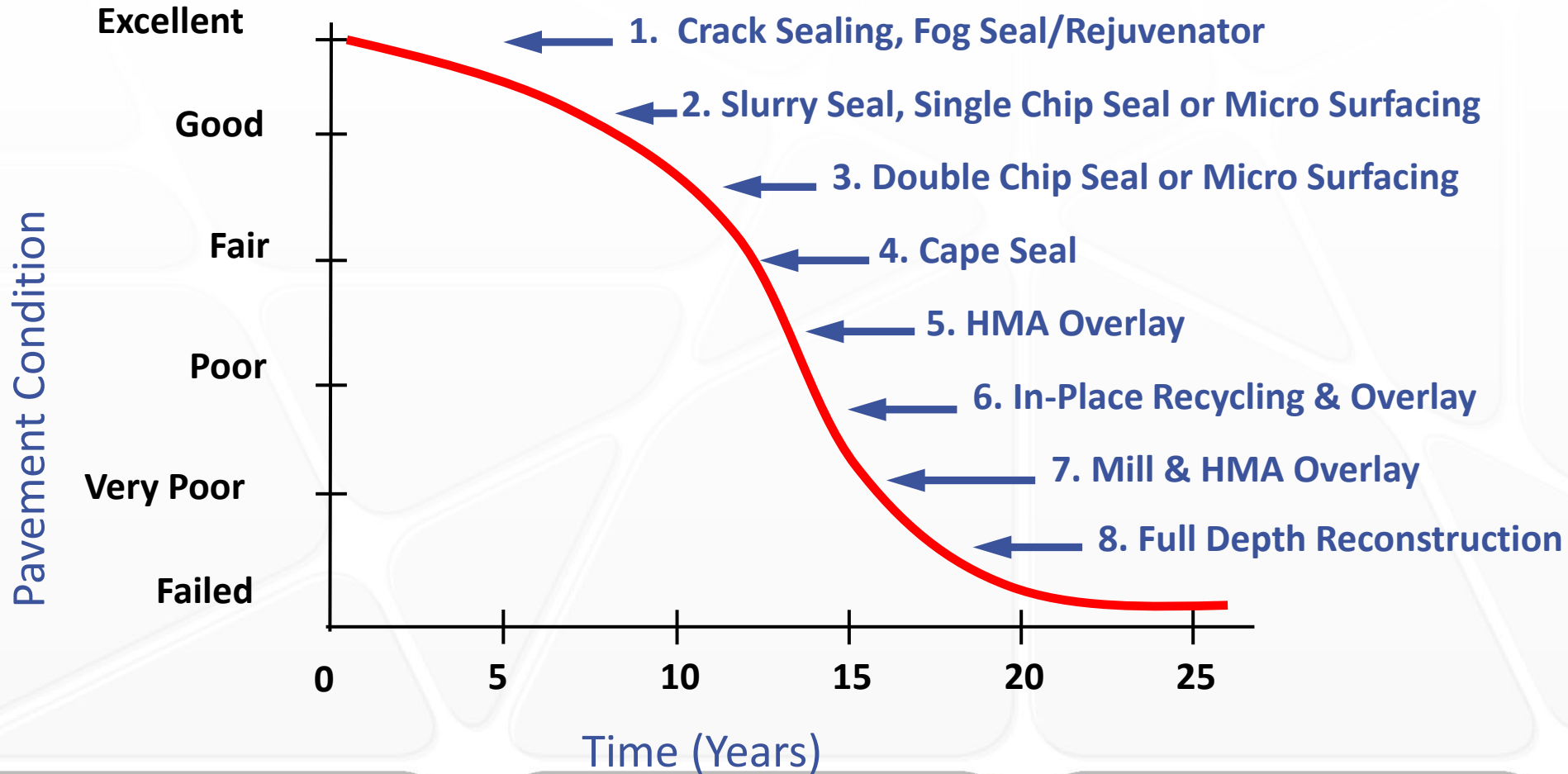




# When Do I Need To Do Work?

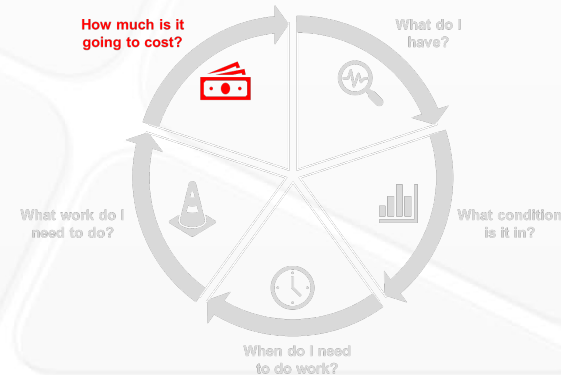
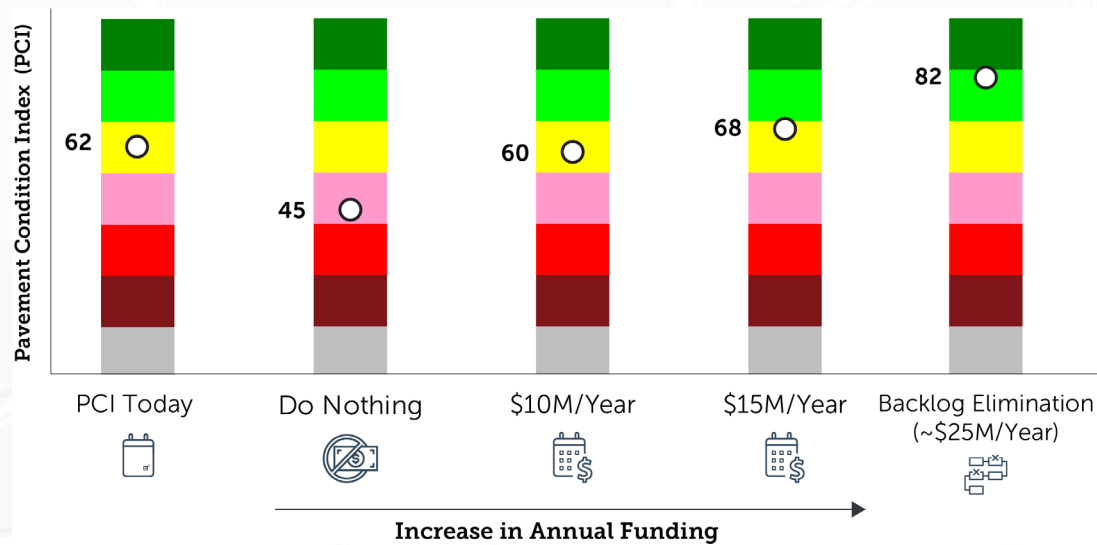


# What Work Do I Need To Do?

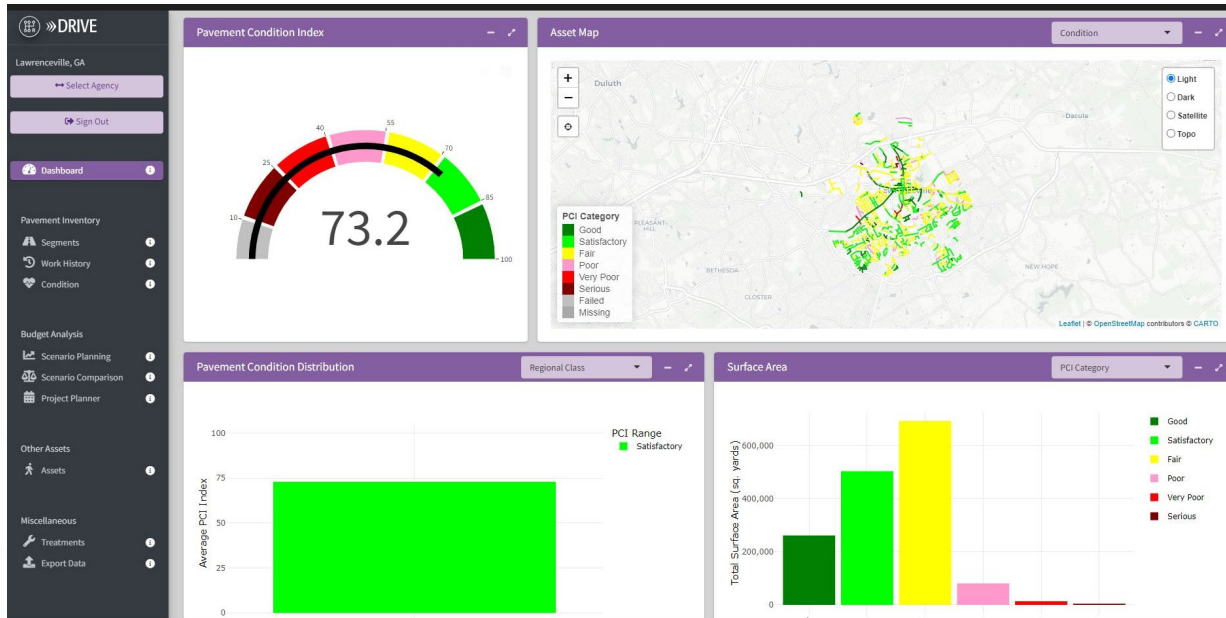


# How Much Is It Going To Cost?

- Explore budget strategies
- Consequence of deferral
- Planning & optimization



# CASE STUDY: Lawrenceville, GA

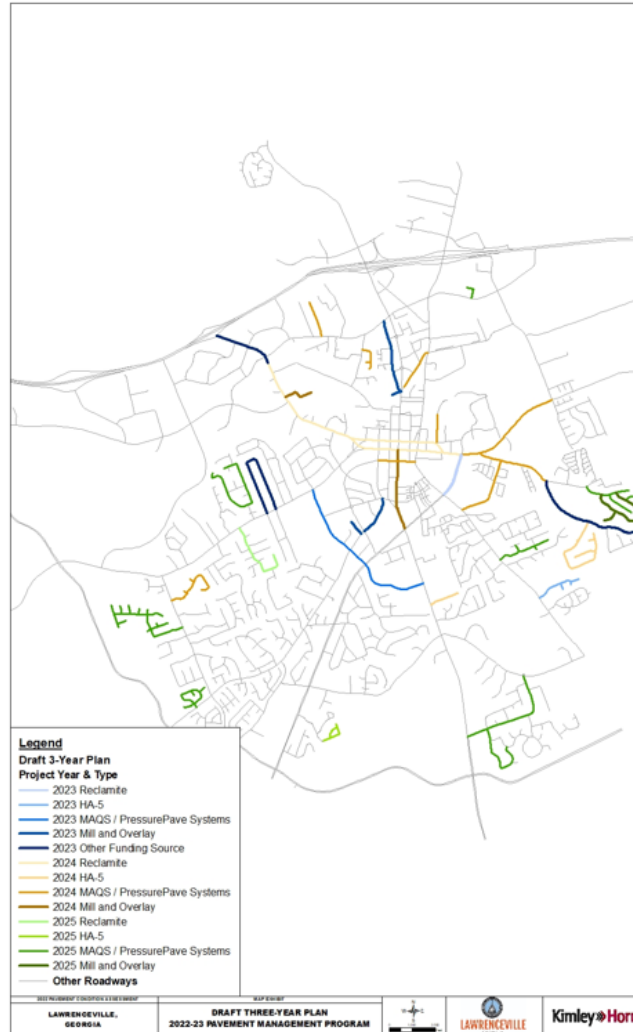


*“The City of Lawrenceville was looking for a pavement management tool that could help us **optimize our limited budget**. Kimley-Horn was able to deliver a complete management tool starting from the condition assessment and ending with the **DRIVE** software that enabled us to create a plan that would **improve the condition of our streets while maintaining our current budget targets**.”*

Jim Wright, City Engineer  
Lawrenceville, GA

## \*Draft 3-Year Plan

Year	Project Name	Type	Cost
2023	2023.01 - SCENIC HWY FROM E CROGAN ST TO NEW HOPE RD	Reclamite	\$ 15,000
2023	2023.02 - HICKORY VIEW DR NEIGHBORHOOD	HA-5	\$ 23,000
2023	2023.03 - GWINNETT DR FROM GRAYSON HWY TO W CROGAN ST	MAQS / PressurePave Systems	\$ 434,000
2023	2023.04 - STONE MOUNTAIN ST FROM CONSTITUTION BLVD TO NASH ST	Mill and Overlay (2-3")	\$ 302,000
2023	2023.05 - WILSON CT FROM STONE MOUNTAIN ST TO END	Mill and Overlay (2-3")	\$ 57,000
2023	2023.06 - NORTHDAL RD FROM COLLINS HILL RD EXT TO HURRICANE SHOALS RD	Mill and Overlay (varies)	\$ 236,000
2023	2023.07 - TANNER ST FROM COLLINS HILL RD EXT TO END	Mill and Overlay (2-3")	\$ 48,000
2023	2023.90 - REGAL DR FROM W CROGAN ST TO W CROGAN ST	Other Funding Source	N/A
2023	2023.91 - DULUTH HWY FROM CVS PHARMACY TO UNIVERSITY PKWY	Other Funding Source	N/A
2023	2023.92 - PAPER MILL RD FROM SPRINGLAKE RD TO MCCART RD	Other Funding Source	N/A
2024	2024.01 - CROGAN ST FROM W PIKE ST TO SCENIC HWY	Reclamite	\$ 29,000
2024	2024.02 - PIKE ST FROM E CROGAN ST TO CVS PHARMACY	Reclamite	\$ 67,000
2024	2024.03 - KUBOL DR FROM GRAYSON HWY TO END	HA-5	\$ 14,000
2024	2024.04 - PAPER CREEK DR NEIGHBORHOOD	HA-5	\$ 66,000
2024	2024.05 - DOGWOOD PARK DR NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 79,000
2024	2024.06 - EZZARD ST FROM PAPER MILL RD TO JACKSON ST	MAQS / PressurePave Systems	\$ 89,000
2024	2024.07 - LUCKIE ST FROM S CULVER ST TO JACKSON ST	MAQS / PressurePave Systems	\$ 56,000
2024	2024.08 - N CLAYTON ST FROM BUFORD DR TO END	MAQS / PressurePave Systems	\$ 50,000
2024	2024.09 - PAPER MILL RD FROM E CROGAN ST TO SPRINGLAKE RD	MAQS / PressurePave Systems	\$ 126,000
2024	2024.10 - E CROGAN ST FROM SCENIC HWY TO VILLAGEWAY	MAQS / PressurePave Systems	\$ 300,000
2024	2024.11 - BENSON ST FROM E PIKE ST TO END	MAQS / PressurePave Systems	\$ 27,000
2024	2024.12 - SOUTHERN WAY NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 42,000
2024	2024.13 - BELMONT DR FROM HURRICANE SHOALS RD TO END	MAQS / PressurePave Systems	\$ 41,000
2024	2024.14 - S CLAYTON ST FROM SCENIC HWY TO CROGAN ST	Mill and Overlay (1-1.5")	\$ 436,000
2024	2024.15 - PIKE BLVD FROM W PIKE ST TO END	Mill and Overlay (1-1.5")	\$ 97,000
2025	2025.01 - HANARRY DR FROM LAWRENCEVILLE HWY TO END	Reclamite	\$ 14,000
2025	2025.02 - CHANNEL DR NEIGHBORHOOD	HA-5	\$ 21,000
2025	2025.03 - GRAYLAND HILLS DR NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 282,000
2025	2025.04 - LIVERY CIRCLE NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 102,000
2025	2025.05 - HENRY TERRACE NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 158,000
2025	2025.06 - JOHN CONNOR CT FROM HURRICANE SHOALS RD TO END	MAQS / PressurePave Systems	\$ 27,000
2025	2025.07 - SUMMER POND TRAIL NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 86,000
2025	2025.08 - PARK PLACE DR NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 242,000
2025	2025.09 - SADDLE SHOALS DR NEIGHBORHOOD (MAQS)	MAQS / PressurePave Systems	\$ 112,000
2025	2025.10 - SADDLE SHOALS DR NEIGHBORHOOD (M+OL)	Mill and Overlay (1-1.5")	\$ 300,000
2025	2025.11 - HAMPTON SQUARE DR NEIGHBORHOOD	Mill and Overlay (2-3")	\$ 182,000



## CASE STUDY: Lawrenceville, GA

*“The DRIVE tool is a living pavement management plan, if our priorities or budget shift from year to year, we have the ability to adjust on-the-fly to still meet our goals. Kimley-Horn delivered exactly what we envisioned and needed to support our pavement plan.”*

Jim Wright, City Engineer  
Lawrenceville, GA



## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 5, 2024 Staff Member/Dept: Jade Riley - Administration

Agenda Item: Review draft 2024 Citywide Work Plan

#### Recommended Motion:

There is no specific motion, staff is requesting general guidance/feedback from the Council.
<ul style="list-style-type: none"><li>Is the format acceptable?</li></ul>
<ul style="list-style-type: none"><li>Are there any concerns/adjustments to items on the plan?</li></ul>
<ul style="list-style-type: none"><li>Projects missing?</li></ul>

#### Reasons for Recommendation:

<ul style="list-style-type: none"><li>Staff has developed a new integrated planning framework (see attached) which seeks to align long-term visionary goals with mid and short-term work plans.</li></ul>
<ul style="list-style-type: none"><li>Staff is proposing to utilize the annual work plan tool this year while the Comprehensive Plan update process occurs. The implementation chapter of the updated Comp Plan will populate the inaugural four-year Guidebook (Strategic Plan).</li></ul>
<ul style="list-style-type: none"><li>The city is preparing to engage the community in the refresh of the 2014 Comprehensive Plan which serves as the city's key long-term planning document. The current Comprehensive Plan outlines over 180 actions/tasks. Currently, there is not a process to prioritize those actions into a shorter timeframe in concert with performance measures and financial planning.</li></ul>

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

Staff is proposing the following relationship between three key planning documents:

- Comprehensive Plan: The Plan is mandated by Idaho law and covers a broad range of topics with a ten- to twenty-year planning horizon. Staff has identified two broad areas for improvements (1) simplify the planning language taxonomy in the document to align with short-term planning documents; and (2) ensure that all detailed master plan documents are adopted yearly into the Comprehensive Plan, so that there is not outdated language. Examples include the recent adoption of the Master Transportation Plan or Housing Action Plan.
- Guidebook (Strategic Plan): The document does not currently exist and would serve to bridge the very detailed Comprehensive Plan and detailed annual work plan. The document would seek to outline the top priorities for a four-year period as well as performance measures by the eleven policy areas in the Comprehensive Plan. This document would also serve to complement the current financial planning models for the different city budget funds.
- Annual Work Plan: Currently, only the Planning and Housing Departments have complete annual work plans. The goal would be to have all departments represented in one unified document and to hold quarterly discussions with Mayor and Council regarding progress.

Sustainability Impact:

The comprehensive plan places a significant emphasis on sustainability. The city is a funding partner in the development and implementation of the Blaine County Sustainability Plan.

Financial Impact:

None OR Adequate funds exist in account:	None at this time.
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Attachments:

1. City of Ketchum proposed planning overview
2. Draft 2024 Citywide Work Plan





Planning for action: long-term planning framework

# PLANNING OVERVIEW

## COMPREHENSIVE PLAN

*Broad goals and policies*  
10-20 years



## GUIDEBOOK

*Strategies and  
objectives for policies*  
4 years



## WORK PLAN

*Tasks by  
dept.*  
Annual







# PLANNING OVERVIEW EXAMPLE

## COMPREHENSIVE PLAN

*Broad goals and policies*

*10-20 years*

Chapter 7: Mobility  
Goal M-7

Provide a high-performing transportation system that supports business needs

## GUIDEBOOK

*Strategies and  
objectives for policies*

*4 years*

Master Transportation Plan

Roadway and pedestrian improvements

## WORK PLAN

*Tasks by  
dept.*

*Annual*

Project Main Street

Rebuild roadway and improve traffic flow, safety, streetscapes, and ADA compliance



COMP PLAN CHAPTER	PROJECT	DEPARTMENT(s)	COMPLETION TARGET	KEY MILESTONES	STATUS/NOTES
Arts & Culture (page 45)	Evaluate partnership with SVMOA at Forest Service Park	Admin, Facilities, P&B			
	City-wide Arts & History plan	Admin, Facilities, P&B			
	Historic Preservation Handbook	Planning (HPC)	December		
	Survey of historic assets	Planning (HPC)	January		Submit grant application for survey work
	Ore Wagon Museum refresh	Admin			
	Art install on SV Road & Spruce	Arts Commission	May	Call to artists issued	
	Creative crosswalks	Arts Commission	Spring	Call to artists issued	
Community Design & Future Land Use (page 23 & page 63)	Comprehensive Plan & Code update	Planning	January '25		Citizens Advisory Committee
	Comprehensive Plan	Planning		April - Round 1 community engagement	Code Advisory Group
				July - Round 2 community engagement	
				Nov - Round 3 and Draft Comp Plan	
	Zoning Code	Planning		Feb - Draft organizing framework	
				May - Draft reorganized code	
				Sept - Updated procedures	
				Oct - Stakeholder engagement	
				Nov - Draft code assesment & community engagement	
	Stakeholder engagement to improve processes	Planning		Community Contractor meetings	
				TAG meetings	
Community Health & Wellness (page 55)	Participate in Hemingway Elementary's Facility Master Plan update	Admin, Recreation			
	Partner with The Community Library's regional history programming opps	Admin			
Housing (page 19)	Housing Action Plan Year 2	Housing			
	Produce & preserve community housing				
	Develop new construction pipeline			1st & Washington (~64 homes)	
				YMCA property development	
				Identify parcels for acquisition	
	Preservation			Identify buildings for preservation	
	Conversion to locally occupied			Lease to Locals	
	New, preserve, or convert			Ownership & Preservation program	
	Update policy to promote community housing				
	Zoning Code; State & Federal policy			Audit existing code; identify changes	
	Short-term rentals			Monitor Lava Hot Springs case	
	Expand & improve services to create stability				
	Emergency and homelessness			Identify & negotiate master leasing opps	
				Identify and fund manager	
	Processes and ease of access			Create common pre-application & waitlist	
	Expand & leverage resources				
	Local gap / match funds			Update in-lieu fee	
	Leverage other sources			Secure state/federal/county funds	
	Inform, engage & collaborate				
	Coordinate			Implementation parter meetings	
	Implementation vision and capacity			Enhance BCHA board engagement	
	Community feedback & education			Quarterly progress reports & monthly council updates	

\*Page numbers reference the 2014 Comprehensive Plan

COMP PLAN CHAPTER	PROJECT	DEPARTMENT(s)	COMPLETION TARGET	KEY MILESTONES	STATUS/NOTES
Mobility (page 39)	Main Street reconstruction	Admin, Facilities, P&B	Fall	February - 90% design drawings / 3rd round public engagemen	Business owner workshop
				March - bid period	
				March - construction	
	Master Transportation Plan projects_planning	Admin, Facilities, P&B			
	Lewis Street & Warm Springs Road roundabout				
	Serenade & 2nd Avenue intersection				
	Spruce Ave & 4th Street bike/pedestrian improvements				
	Sidewalk inventory & 10-year plan				
	Street conditions survey & 10 year plan				
	West Ketchum traffic calming	Admin & Streets	Summer		
	Downtown Parking Plan	Admin - Clerk/Business Manager		Oct '23 - Focus groups	
	Update right-of-way standards	Admin, Planning			
	Chip seal of non-downtown core streets	Streets			
Natural Resources (page 29)	Warm Springs Preserve Master Plan	Admin, Facilities, P&B			
	Implement sustainability projects				
	Cardboard compactor	Admin & Facilities			
	KFD solar panels	Admin & Facilities			
	EV Charging station at Leadville parking lot	Admin & Facilities			
Parks, Rec, Open Space (page 33)	Forest Service Park upgrades	Facilities			
	Rotary Park upgrades	Facilities			
	Town Square & Visitor Center revamp planning	Admin, Facilities, P&B			
	Blaine County Recreation District needs assesment	Admin			funding contribution to study
Public Safety & Utilities (page 51)	Potential Fire Department consolidation w/WR Fire & Rescue and Blaine County EMS fire study	Admin, Fire			
	Implement Water CIP	Water			
	Relocation of water lines - HWY 75				
	Relocation of water lines - Main Street				
	Northwood Pump Station emergency power				
	Implement WasteWater CIP	Wastewater			
	WRF Aeration upgrades				
	Avalanche study				
	Power line undergrounding	Admin & Facilities			
	HWY75 - Weyakin to Gem Street				
	Main Street - 9th & 10th Streets				
Strong & Diverse Economy (page 15)	Address Post Office service delivery challenges	Admin			Work with congressional delegates & Post Master

\*Page numbers reference the 2014 Comprehensive Plan

Internal Chapters	PROJECT	DEPARTMENT	COMPLETION TARGET	KEY MILESTONES	STATUS/NOTES
High Performing Community & City (page 59)	Improve City planning framework				
	Comprehensive Plan	Planning			
	Guide Book	Admin			
	Annual Plan	Department-wide			
	County-wide collaboration				
	Housing	Housing			
	Public Safety				
	Fire Station consolidation	Admin, Fire			
	County: Safe Streets for All (SS4A) grant	Admin			
	County: Bike/Ped Master Plan	Admin			
	Future Highway 75 improvements				
	Resort Cities Coalition	Admin			
	Resident Survey	Admin		Jan - Launched	
	Website revamp	Admin - Communications	2025		
People & Culture	Employee intranet site	Admin - Communications	February		
	Complete salary comparisons study & update job descriptions	Department-wide	February		
	Refresh employee handbook	Admin team	December '23		Adopted
Financial	Capital Improvement Plan	Admin, Finance, P&B	Ongoing	Impact fees updating	
	Update 5yr forecast for all funds				
Technology	Strategic Road Map	Admin - Clerk/Business Manager			
	KetchumIdaho.org revamp planning	Admin - Comms	2025 launch		
	Cybersecurity	Admin - Clerk/Business Manager			
	GIS data improvements	Planning & Building	December	July - conduct dept clean-up	
				December - evaluation & inventory of all GIS data city-wide	
Business System/Process	Buliding dept transition (Safebuilt)	Planning & Building	March 1	January - soft launch	
				March - full launch	
	Procurement manual	Admin - Clerk/Business Manager	February	March - full launch	
	Brand guidelines updating	Admin - Comms			