



**CITY OF KETCHUM, IDAHO**  
**REGULAR CITY COUNCIL MEETING**  
Monday, November 01, 2021, 4:00 PM  
480 East Avenue, North, Ketchum, Idaho

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## **Agenda**

### **PUBLIC PARTICIPATION INFORMATION**

Our Meeting Agenda is posted outside City Hall.

### **THREE EASY WAYS TO CONNECT**

**Option 1** – Join us at City Hall (*masks are required in Council Chambers and seating has been arranged per the required social distance of 6'*).

**Option 2** – choose one:

Live Zoom

<https://ketchumidaho->

[org.zoom.us/j/88050071940?pwd=c2RTWmNyMDFNZzF6b2t1OFFyMmFEZz09](https://ketchumidaho-)

Webinar ID: 880 5007 1940

Audio Only

Telephone: 1 253 215 8782

Meeting ID: 880 5007 1940

**Option 3** – Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*no later than NOON on the day of the meeting*).

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CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

CONSENT AGENDA:

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

1. ACTION ITEM: Approve minutes of October 18, 2021, as submitted by Tara Fenwick, City Clerk.
2. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Rubel, Treasurer.

- [3.](#) ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$446,930.74, as submitted by Shellie Rubel, Treasurer.
- [4.](#) ACTION ITEM: Recommendation to Approve Alcohol Beverage License, as submitted by Deputy Treasurer, Genoa Beiser.
- [5.](#) ACTION ITEM: Recommendation to approve the purchase of two Ford Hybrid Interceptor vehicles, and additional police motor vehicle equipment, as submitted by Tara Fenwick, City Clerk.
- [6.](#) ACTION ITEM: Recommendation to approve Contract #22022 for ALSCO, as submitted by Mick Mummert, Utilities Supervisor.
- [7.](#) ACTION ITEM: Recommendation to Enter into Contract #22004 for Services with Sun Valley Marketing Alliance (Visit Sun Valley), as submitted by Jade Riley, City Administrator.
- [8.](#) ACTION ITEM: Recommendation to approve Contract #22008 with Blaine County for a Sustainability Position, as submitted by Jade Riley, City Administrator.
- [9.](#) ACTION ITEM: Recommendation to approve Contract #22027 for Law Enforcement, as submitted by Jade Riley, City Administrator.
- [10.](#) ACTION ITEM: Recommendation to approve Contract #22023 with Jacobs for Design Services for the Sun Valley Road Rehabilitation Project, as submitted by Jade Riley, City Administrator.
- [11.](#) ACTION ITEM: Change Order to Contract #22026 for Nested Strategies related to Warm Springs Preserve, as submitted by Jade Riley, City Administrator.
- [12.](#) ACTION ITEM: Approval of Resolution 21-022 to Join the ICLEI150 Race to Zero Climate Commitment, as submitted by Jade Riley, City Administrator.
- [13.](#) ACTION ITEM: Approval of Agreement #22743 to join the Blaine County Clean Energy Coalition, as submitted by Jade Riley, City Administrator.
- [14.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20652 with Idaho Power for underground power lines and conduit in the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- [15.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20731 with Idaho Power for underground power lines in the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- [16.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22552 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- [17.](#) ACTION ITEM: Recommendation to approve the Condominium Preliminary Plat Subdivision, adopt the Findings of Fact, Conclusions of Law, and Decision, and approve FAR Exceedance Agreement #22741 between the city and SV Ventures, LLC. for 760 N Washington Ave Mixed-Use, as submitted by Suzanne Frick, Planning and Building Director.
- [18.](#) ACTION ITEM: Recommendation to approve the Condominium Preliminary Plat Subdivision, adopt the Findings of Fact, Conclusions of Law, and Decision, and approve FAR Exceedance Agreement #22742 between the city and SV Ventures, LLC. for 780 N 1st Ave Multi-family, as submitted by Suzanne Frick, Planning and Building Director.
- [19.](#) ACTION ITEM: Recommendation to approve the Townhouse Subdivision Preliminary Plat and adopt the findings of fact, conclusions of law, and decision for the Okada Residence, as submitted by Suzanne Frick, Planning and Building Director.



PUBLIC HEARING:

- 20. ACTION ITEM: Recommendation to approve Lot Line Shift and Findings of Fact, Conclusions of Law and Decision for the Buck Subdivision located at 1520 Warm Springs Road.
- 21. ACTION ITEM: Recommendation to approve Lot Line Shift and Findings of Fact, Conclusions of Law and Decision for the Northwood Light Industrial Park located at 200 Northwood Way.
- 22. ACTION ITEM: Recommendation to Conduct Public Hearing and Approve for third Reading Ordinance #1226 – Amending KMC Section 15-20, as submitted by Suzanne Frick, Director Planning and Building.
- 23. ACTION ITEM: Recommendation to Conduct Public Hearing and Approve second reading of Ordinance #1227 – Amending KMC Section 17.12.040, as submitted by Suzanne Frick, Director Planning and Building.
- 24. ACTION ITEM: Recommendation to Conduct Public Hearing and Approve second reading of Ordinance #1228 – Clear Creek Franchise, as submitted by Jade Riley, City Administrator.

NEW BUSINESS: *(no public comment required)*

- 25. Next steps on Short-Term Rental Regulations, as submitted by Jade Riley, City Administrator.
- 26. Review Draft Ground Lease for Bluebird Community Housing Project, as submitted by Jade Riley, City Administrator.

EXECUTIVE SESSION:

ADJOURNMENT:

*City Hall is located at 191 5th Street West, Ketchum, Idaho.*

*Our website address is: [www.ketchumidaho.org](http://www.ketchumidaho.org)*

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





**CITY OF KETCHUM**  
**SPECIAL MEETING MINUTES OF THE CITY COUNCIL**  
Monday, October 18, 2021

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**CALL TO ORDER:** *(00:08:12 in video)*

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

**Roll Call:**

Mayor Neil Bradshaw  
Courtney Hamilton  
Amanda Breen  
Jim Slanetz  
Michael David (*via Zoom*)

**Also Present:**

Jade Riley – City Administrator  
Matthew Johnson – City Attorney  
Tara Fenwick – City Clerk & Administrative Business Manager  
Lisa Enourato - Public Affairs & Administrative Services Manager  
Genoa Beiser – Deputy City Treasurer  
Suzanne Frick – Director, Planning and Building  
Morgan Landers – Senior Planner  
Abby Rivin – City Planner  
Brian Christensen – Director, Streets Department  
Nathan Harvill – Blaine County Housing Authority  
Jamie Shaw – Chief of Police

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

Mayor, Neil Bradshaw shared that 3.1 million in donations has been secured for the Warm Springs Reserve initiative.

Michael David, called for the community to slow down when driving and take care on the roadways.

**CONSENT AGENDA:** *(00:07:34 in video).*

**Councilor, Amanda Breen, recused herself from consent agenda items 20 and 21.**

**Councilor, Courtney Hamilton, pulled consent agenda items 1, 8, 16, 22.**

**Motion to approve consent agenda items 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19. Motion made by Councilor, Amanda Breen and seconded by Councilor, Courtney Hamilton. The motion passed. All in Favor.**

**Motion to approve consent agenda item 1. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Jim Slanetz. The motion passed. All in Favor.**

Councilor, Courtney Hamilton asked for clarification on Western Building Maintenance services and costs.

**Motion to approve consent agenda item 8. Motion made by Councilor, Jim Slanetz and seconded by Councilor, Courtney Hamilton. The motion passed. All in Favor.**

**Councilor, Courtney Hamilton, recused herself from consent agenda items 22.**

**Motion to approve consent agenda item 22. Motion made by Councilor, Amanda Breen and seconded by Councilor, Michael David. The motion passed. All in Favor.**

RE: Consent items 20 and 21. Director of Planning and Zoning, Suzanne Frick and Applicant, Bob Brennan, addressed the Council questions.

**Motion to approve consent agenda item 20 and 21. Motion made by Councilor, Courtney Hamilton, and seconded by Councilor, Jim Slanetz. The motion passed. All in Favor.**

RE: Consent item 16. Councilor, Courtney Hamilton asked for clarification on performance criteria submitted by Harry Griffith, Director SVED.

**Motion to approve consent agenda item 16. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Amanda Breen. The motion passed. All in Favor.**

**PUBLIC HEARING: (00:41:10 in video).**

**Public Hearing to authorize Long-term Solid Waste Franchise Agreement with Clear Creek Disposal, (00:41:35 in video).**

City Administrator provided a presentation on recycling options on glass / cardboard and locations for each.

Councilors discussed the recommendation and Mike Goitiandia, Clear Creek Disposal addressed questions and provided solutions for noise abatement.

No public comment.

**Motion to conduct the first reading of Ordinance 1228 by title only. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Amanda Breen. The motion passed. All in Favor.**

City Clerk, Tara Fenwick, read the title of Ordinance 1228.

**Public Hearing to authorize an update on the City of Ketchum Community Housing In-Lieu Fees. (01:21:26 in video).**

Senior Planner, Morgan Landers provided Council a presentation on Housing Fee-In-Lieu.

Public comment was heard.

<b>Public Comment / Speaker Summary</b>
Reid Sanborn - expressed disagreement with the methodology used to determine new fee and recommends improved transparency with community prior to establishing an agenda item.
Perry Boyle - disagrees with the methodology and lack of transparency with the community prior to establishing an agenda item.
Bob Crosby - expressed disagreement with the methodology used to determine new fee and lack of engagement with community on the subject, prior to establishing an agenda item.

Councilors discussed the subject with Morgan Landers, Senior City Planner and Nathan Harvill, Blaine Housing Authority.

Staff was given direction to review the fee annually, hold a workshop to allow for deeper learning / discussion on the subject and engage community developers / realtors in this discussion.

**Public Hearing to review FY22 Proposed Fees and Charges (02:15:00 in video).**

Councilor, Courtney Hamilton recommended staff look at a tier fee structure for water use (*Utilities*).

Councilor, Jim Slanetz requested information on the number of new meters implemented.

**Motion to adopt Resolution 21-015 adopting fees and fee schedules for all city departments except for In-Lieu Housing Fees pending further analysis by staff. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Jim Slanetz. The motion passed. All in favor.**

**Conduct a public hearing and approve for the third reading of Ordinance 1218 (02:19:00 in video).**

No public comment.

**Motion to conduct the third reading of Ordinance 1218 by title only. Motion made by Councilor, Jim Slanetz and seconded by Councilor, Courtney Hamilton. The motion passed. All in Favor.**

City Clerk, Tara Fenwick, read the title of Ordinance 1218.

**Conduct a public hearing and approve for the second reading of Ordinance 1226 (02:21:46 in video).**

No public comment.

Councilor, Amanda Breen asked for a future discussion to evaluate the modification for non-100% residential buildings.

**Motion to conduct the second reading of Ordinance 1226 by title only. Motion made by Councilor, Amanda Breen and seconded by Councilor, Courtney Hamilton. The motion passed. All in Favor.**

City Clerk, Tara Fenwick, read the title of Ordinance 1226.

**Conduct a public hearing and approve for the first reading of Ordinance 1227 (02:24:00 in video).**

No public comment.

Councilor, Courtney Hamilton asked if Ordinance language could be expanded to include commercial development. The Council discussed waiting to make changes to Ordinance language.

**Motion to conduct the first reading of Ordinance 1227 by title only. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Amanda Breen. The motion passed. All in Favor.**

City Clerk, Tara Fenwick, read the title of Ordinance 1227.

**NEW BUSINESS:** *(no public comment required) (02:30:52 in video).*

City Administrator, Jade Riley, provided Council a presentation covering city Winter Parking plans.

**EXECUTIVE SESSION:** *(02:57:30 in video).*

**Motion to go into Executive Session pursuant to 74-206(1)(f) by Councilor, Courtney Hamilton and seconded by Councilor, Jim Slanetz. The motion passed. All in Favor.**

**ADJOURNMENT:**

**Motion to adjourn at 7:05 p.m. Motion made by Councilor, Amanda Breen; seconded by Councilor, Courtney Hamilton. All in Favor.**

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Mayor, Neil Bradshaw

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City Clerk, Tara Fenwick



## Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

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

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
MCKINNEY, RORY	101321	Withdrawn Fence Permit	100.00
Total :			100.00
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ASSOCIATED BUSINESS FORMS,	4109	2021 Tax Paperwork, Envelopes	296.38
CHATEAU DRUG CENTER	2459148	Putty	5.68
CHATEAU DRUG CENTER	2459304	Tape for Moving	60.73
GEM STATE PAPER & SUPPLY	1060686	Hand Sanitizer, Hand Soap	47.14
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
COPY CENTER LLC	1945	Warm Springs Preserve Mailer, Postage	870.40
COPY CENTER LLC	1947	Warm Springs Preserve Trifold	1,350.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087264135 10	2087264135 101321	990.88
CENTURY LINK	2087265574 10	2087265574 101321	57.47
VERIZON WIRELESS	965494438 101	965494438 101021	13.33-
VERIZON WIRELESS	965494438 101	965494438 101021	16.57-
VERIZON WIRELESS	965494438 101	965494438 101021	13.33-
<b>01-4150-5200 UTILITIES</b>			
IDAHO POWER	2206570869 10	2206570869 101221	8.16
IDAHO POWER	2224128120 10	2224128120 102121	544.28
Total ADMINISTRATIVE SERVICES:			4,187.89
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
WHITE PETERSON	24892R 093021	General Services 24892R 093021	15,500.00
<b>01-4160-4270 CITY PROSECUTOR</b>			
ALLINGTON, ESQ., FREDERICK	120280	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			19,269.92
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CHATEAU DRUG CENTER	2459259	Tape for Moving	15.18
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
HARMONY DESIGN & ENGINEE	21123	Review - SV Famlies LOMR Narrative	300.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PLANNING & BUILDING:			315.18
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-4200 PROFESSIONAL SERVICE</b>			
DIXON RESOURCES UNLIMITED	2968	Parking and Curb Data Collection September 2021	923.75
Total NON-DEPARTMENTAL:			923.75
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2456781	Bathrooms: Bungee Cord, Wild Odor Genie, Lavairwick	10.60
CHATEAU DRUG CENTER	2457144	KTS Bathroom	12.34
PIPECO, INC.	S4378876.001	Winter Work Gloves	19.92
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	977717	38950 101521	359.81
<b>01-4194-5200 UTILITIES</b>			
IDAHO POWER	2201272487 10	2201272487 102121	67.48
IDAHO POWER	2203313446 10	2203313446 101121	5.49
IDAHO POWER	2203538992 10	2203538992 102121	53.71
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2110-840691	5oz Lexel Caulk	6.39
A.C. HOUSTON LUMBER CO.	2110-843037	Fastners, Toggler	20.48
CHATEAU DRUG CENTER	2457175	Extension Cords for FS	34.18
COLOR HAUS, INC.	252294	2LB White Tee Rags	16.38
PIPECO, INC.	S4369887.001	Clamps, Male Adapters, PVC Plugs, Valve Box, Misc. Parts	13.70
PIPECO, INC.	S4378876.001	Orange Paint and Flags	17.66
KETCHUM SPAS INC.	99356	Chlorine Liquid	54.00
Total FACILITY MAINTENANCE:			692.14
<b>POLICE</b>			
<b>01-4210-3610 PARKING OPS PROCESSING FEES</b>			
OMNI PARK	123335	Omni Park Subscription	737.00
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>			
UNITED OIL	977727	39060 101521	102.24
VERIZON WIRELESS	965494438 101	965494438 101021	41.64
VERIZON WIRELESS	965494438 101	965494438 101021	41.64
VERIZON WIRELESS	965494438 101	965494438 101021	42.14
<b>01-4210-4200 PROFESSIONAL SERVICES</b>			
IMPACT AUTO BODY	2BE42DDD	Vehicle Repair: Bumper, Fender (Deer Impact)	1,781.86
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	201046	BCSO Law Enforcement Services	130,714.08
Total POLICE:			133,460.60
<b>FIRE &amp; RESCUE</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
A.C. HOUSTON LUMBER CO.	2110-839781	Lag Shield, Epoxy, Lag bolt, Flat Washer	36.30
A.C. HOUSTON LUMBER CO.	2110-843056	Air Hose, Hose Splicer	36.48-
A.C. HOUSTON LUMBER CO.	2110-843057	Spray Bottle, hose clamp, Teflon tape	13.50
A.C. HOUSTON LUMBER CO.	2110-844141	Blue Masking Tape	31.47
ATKINSONS' MARKET	08367096	Coffee	27.54
COLOR HAUS, INC.	252837	Z-Pro Duck Tape Cover, 4" Roller Frame	5.72
COPY & PRINT, L.L.C.	110207	5 Oversized File Trays	63.38
WEIDNER FIRE	60713	Key-Lite Fire Hose	466.00
HENRY SCHEIN	11793976	Medical Supplies	12.33
FOX PRESS LLC	64598	Child Fire Hats	225.00
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
A.C. HOUSTON LUMBER CO.	2110-839781	Lag shield, Epoxy, Lag bolt, Lag Washeer	36.29
A.C. HOUSTON LUMBER CO.	2110-843056	Air Hose, Hose Splicer	36.48-
A.C. HOUSTON LUMBER CO.	2110-843057	Spray Bottle, Hose Clamp, Teflon Tape	13.50
A.C. HOUSTON LUMBER CO.	2110-844141	Blue Masking Tape	31.46
ATKINSONS' MARKET	08367096	Coffee	27.54
BOUNDTREE MEDICAL	84238574	Medical Supplies	1,612.72
BOUNDTREE MEDICAL	84242496	Medical Supplies	229.73
BOUNDTREE MEDICAL	84242496	Drugs	90.58
BOUNDTREE MEDICAL	84249339	Medical Supplies	152.94
BOUNDTREE MEDICAL	84250866	Medical Supplies	80.34
COLOR HAUS, INC.	252837	Z-Pro Duck Tape Cover, 4" Roller Frame	5.71
COPY & PRINT, L.L.C.	110207	5 Oversized File Trays	63.37
NORCO	33026573	54794 091321	137.28
NORCO	33149311	54794 092921	111.31
NORCO	33173387	52355 093021	35.10
NORCO	33174440	54794 093021	222.00
HENRY SCHEIN	11039977	Drugs	384.60
HENRY SCHEIN	11189347	Medical Supplies	39.38
HENRY SCHEIN	11189348	Medical Supplies	55.95
HENRY SCHEIN	11363594	Drugs	32.73
HENRY SCHEIN	11793976	Drugs	675.47
HENRY SCHEIN	99514721	Drugs	115.62
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	977606	37267 101521	287.77
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	977606	37267 101521	157.22
<b>01-4230-4910 TRAINING EMS</b>			
IDAHO DEPT. OF HEALTH & WEL	4816	ALS License Renewal - Tory Frank	25.00
<b>01-4230-4920 TRAINING-FACILITY</b>			
CLEAR CREEK DISPOSAL	0001467444	1848 219 Lewis St Training Ctr 102621	57.46
COX BUSINESS	047339201 100	047339201 100721	122.09
<b>01-4230-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001467587	2313 107 Saddle Rd Fire Station 102621	237.39
INTERMOUNTAIN GAS	06729837796 1	06729837769 100721	65.79
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
A.C. HOUSTON LUMBER CO.	2110-843088	Green Spray Paint	5.99
ALSCO - AMERICAN LINEN DIVI	LBO11933155	5109 101121	12.27
ATCO INTERNATIONAL	I0585861	Citrol Gold	112.50
HUGHES FIRE EQUIPMENT, INC.	569280	Rt. Rear Brake Light for E1	69.46

Vendor Name	Invoice Number	Description	Net Invoice Amount
RIVER RUN AUTO PARTS	6538-170820	Shop Supplies.	19.14
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1933155	5109 101121	12.26
ATCO INTERNATIONAL	10585861	Citrol Gold	112.50
RIVER RUN AUTO PARTS	6538-170971	Engine Oil Filter for Amb 21	21.40
RIVER RUN AUTO PARTS	6538-171144	Exhaust Adapter for Amb 23	28.79
RIVER RUN AUTO PARTS	6538-171162	Exhaust Clamp for Amb 23	4.50
Total FIRE & RESCUE:			6,313.43

**STREET****01-4310-3200 OPERATING SUPPLIES**

GEM STATE PAPER & SUPPLY	1058715-04	Glass Cleaner	39.07
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**01-4310-3500 MOTOR FUELS & LUBRICANTS**

UNITED OIL	977607	37269 101521	906.35
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**01-4310-5200 UTILITIES**

IDAHO POWER	2204882910 10	2204882910 101321	10.34
IDAHO POWER	2204882910 10	2204882910 101321	183.21
IDAHO POWER	2204882910 10	2204882910 101321	73.67
IDAHO POWER	2204882910 10	2204882910 101321	29.73

**01-4310-6100 REPAIR & MAINT--MACHINERY & EQ**

A.C. HOUSTON LUMBER CO.	2110-842628	Pickup Sander	10.32
CLEARWATER POWER EQUIPME	15778	DOT LED Headlight	98.92
KENWORTH SALES COMPANY	JERIN4838627	Plate Striker, Latch-Door Daylite	289.17
NAPA AUTO PARTS	077353	Defroster	87.84
NAPA AUTO PARTS	077552	Fuel Fil, Oil Fil	82.16
NAPA AUTO PARTS	077589	Fuel Filter	8.29
NAPA AUTO PARTS	077682	Fuel Filter: #18 Flatbed	8.29
NAPA AUTO PARTS	077697	Coolant Filter	10.58
NAPA AUTO PARTS	077698	Relays: #31 Eagle	56.97
NAPA AUTO PARTS	077757	Z Hose and End Fittings	45.78
RIVER RUN AUTO PARTS	6538-171132	Relay	66.81
RIVER RUN AUTO PARTS	6538-17196	Adhesive, Rubberized Undercoat	35.69
JACKSON GROUP PETERBILT	257188	Tie Rod End	155.68

**01-4310-6910 OTHER PURCHASED SERVICES**

ALSCO - AMERICAN LINEN DIVI	LBOI1933892	5831 101521	36.00
ALSCO - AMERICAN LINEN DIVI	LBOI1934535	5831 102221	39.74
ALSCO - AMERICAN LINEN DIVI	LBOI1936346	5831 102221	40.61
CINTAS DOCUMENT MANAGEM	5080079536	Office Materials	107.72

**01-4310-6930 STREET LIGHTING**

IDAHO POWER	2200059315 10	2200059315 101121	5.36
IDAHO POWER	2200506786 10	2200506786 101121	6.20
IDAHO POWER	2201013857 10	2201013857 102121	15.48
IDAHO POWER	2201174667 10	2201174667 101121	10.82
IDAHO POWER	2202624564 10	2202627564 101121	8.62
IDAHO POWER	2203027632 10	2203027632 101421	5.31
IDAHO POWER	2203855230 10	2203855230 102121	42.76
IDAHO POWER	2204535385 10	2204535385 102121	36.16
IDAHO POWER	2204882910 10	2204882910 101321	501.40
IDAHO POWER	2204882910 10	2204882910 101321	115.86
IDAHO POWER	2204882910 10	2204882910 101321	56.38

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	2205963446 10	2205963446101121	52.25
IDAHO POWER	2206773224 10	2206773224 102121	8.91
IDAHO POWER	2207487501 10	2207487501 102121	7.71
IDAHO POWER	2224304721 10	2224304721 101221	5.31
PLATT ELECTRIC SUPPLY	2D11776	Limelight LED Street Light	199.26
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
WALKER SAND AND GRAVEL	949677	Crushed Fines and Environmental Fees	1,967.87
WALKER SAND AND GRAVEL	955855	Crushed Fines and Environmental Fees	652.58
WALKER SAND AND GRAVEL	956334	Crushed Fines and Environmental Fees	336.89
WALKER SAND AND GRAVEL	957114	Crushed Fines and Environmental Fees	662.84
WALKER SAND AND GRAVEL	958018	Crushed Fines and Environmental Fees	318.66
Total STREET:			7,439.57
<b>RECREATION</b>			
<b>01-4510-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2110-842184	Fastners	11.28
CHATEAU DRUG CENTER	2454058	Mask Paint	13.28
<b>01-4510-3250 RECREATION SUPPLIES</b>			
WEBB LANDSCAPING	CIT002	CREDIT MEMO: Duplicate Payment	29.95-
<b>01-4510-5200 UTILITIES</b>			
IDAHO POWER	2203990334 10	2203990334 101221	33.21
IDAHO POWER	2206452274 10	2206452274 102121	440.18
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
A.C. HOUSTON LUMBER CO.	2110-839398	2 Gallon Polyurethane, Brush	117.47
RIVER RUN AUTO PARTS	6538-171101	Battery	129.95
RIVER RUN AUTO PARTS	6538-171259	Battery	159.95
Total RECREATION:			875.37
Total GENERAL FUND:			173,577.85
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
WOOD RIVER MEDIA	MC-121091623	Wagon Days Radio Ads	680.00
<b>02-4530-5210 SOLID WASTE COLLECTION</b>			
CLEAR CREEK DISPOSAL	0001463556	Wagon Days Services	4,540.01
Total WAGON DAYS EXPENDITURES:			5,220.01
Total WAGON DAYS FUND:			5,220.01
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
DELL FINANCIAL SERVICES	81055589	001-9009257-001	1,465.97
Total GENERAL CIP EXPENDITURES:			1,465.97

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total GENERAL CAPITAL IMPROVEMENT FD:			1,465.97
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b>			
VISIT SUN VALLEY	75	Monthly Payment per contract	20,833.33
<b>22-4910-6060 EVENTS/PROMOTIONS</b>			
ATKINSONS' MARKET	0808356547.2	Remainder of Underpaid Bill: Drinks	33.39
COPY CENTER LLC	1947	Mask Signage	66.00
Total ORIGINAL LOT TAX:			20,932.72
Total ORIGINAL LOT FUND:			20,932.72
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-7400 OFFICE FURNITURE</b>			
GRAINGER, INC., W.W.	9081787872	Carpeted Runner Blue	233.67
GRAINGER, INC., W.W.	9084133983	Carpeted Runner Blue	77.89
ULINE	139378773	Supplies for new Station	1,467.77
BUTLER HUMAN SERVICES	000156620	Sealed Platform Beds for new station	7,665.50
<b>42-4800-7450 EQUIPMENT</b>			
CONSOLIDATED ELECTRICAL DI	3755-1016473	Bulk Plugs N5-15P for New Station	24.80
ULINE	139776683	Supplies for new Station	402.75
CURTIS TOOLS FOR HEROES	INV535453	Racks for Uniforms	3,997.14
<b>42-4800-7800 CONSTRUCTION</b>			
GRAINGER, INC., W.W.	9092275743	Connector, 5-20R, 20A, 125V	107.13
LUTZ RENTALS	123820-1	Forklift, Fuel	97.52
CORE CONSTRUCTION SERVICES	20-01-006 (JV9	20-01-006 JV90 APP 16	52,992.90
Total FIRE FUND EXP/TRNFRS:			67,067.07
Total FIRE CONSTRUCTION FUND:			67,067.07
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	78426	printing and mailings	435.13
<b>63-4340-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2110-838849	Staple Gun tacker, Staples	29.28
ALSCO - AMERICAN LINEN DIVI	LBO11936354	5493 102221	56.43
CHATEAU DRUG CENTER	2456478	Dawn Soap, Ant Dust	12.33
GRAINGER, INC., W.W.	9083533423	Plastic Handle Prybar	37.34
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	977609	37271 101521	206.08
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
IDAHO RURAL WATER ASSOCIA	19344	Black Flow Re-Cert Course: Kellen Chatterton	80.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365516521 101	365516521 101321	123.29
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2202458903 10	2202458903 102021	411.10
IDAHO POWER	2206786259 10	2206786259 102021	22.43
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-170848	CQ Trac Hydfluid Gallon	21.95
RIVER RUN AUTO PARTS	6538-171054	Oil Filter, Fuse	9.74
RIVER RUN AUTO PARTS	6538-171155	ABS Wheel Speed Sensor	202.40
RIVER RUN AUTO PARTS	6538-171503	Fuses	8.25
Total WATER EXPENDITURES:			1,655.75
Total WATER FUND:			1,655.75
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7650 WATER METERS</b>			
FERGUSON ENTERPRISES, LLC	0781142-1	Insulated Pad, Box Lid w/ Side Lock, Meter Box	4,216.88
Total WATER CIP EXPENDITURES:			4,216.88
Total WATER CAPITAL IMPROVEMENT FUND:			4,216.88
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11936352	5192 10221	56.83
<b>65-4350-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	78426	printing and mailings	652.69
<b>65-4350-3400 MINOR EQUIPMENT</b>			
McMASTER-CARR SUPPLY CO.	66045979	Hex Bit Socket & Remote Sensor	16.29
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	977608	37270 101521	88.52
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087268953 10	2087268953 101321	60.18
VERIZON WIRELESS	965494438 101	965494438 101021	41.64
VERIZON WIRELESS	965494438 101	965494438 101021	24.54
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202158701 10	2202158701 101821	9,071.59
IDAHO POWER	2202703357 10	2202703357 102021	76.20
IDAHO POWER	2206786259 10	2206786259 102021	22.43
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
McMASTER-CARR SUPPLY CO.	66045979	Hex Bit Socket & Remote Sensor	83.89
PLATT ELECTRIC SUPPLY	Z980570	RAB SB500W Smart Box	95.91
USA BLUEBOOK	768880	Blue Pressure Washer Hose	69.95
AAF INTERNATIONAL	91723759	Biocel I (Type DHF)	122.05
AAF INTERNATIONAL	91723759.2	CREDIT MEMO: Biocel I (Type DHF)	122.05-



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
BUSINESS AS USUAL INC.	156510	Flash Drive 64 GB	21.75
OHIO GULCH TRANSFER STATIO	198161	Dump: Asphalt, Dirt, Lumber	136.80
OHIO GULCH TRANSFER STATIO	198175	Dump: Asphalt, Dirt, Lumber	104.20
OHIO GULCH TRANSFER STATIO	198293	Dump: Asphalt, Dirt, Lumber	37.00
UNITED OIL	977608	37270 101521	54.07
VERIZON WIRELESS	965494438 101	965494438 101021	41.64
Total WASTEWATER EXPENDITURES:			10,756.12
Total WASTEWATER FUND:			10,756.12
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7600 MACHINERY AND EQUIPMENT</b>			
PLATT ELECTRIC SUPPLY	Z985611	Screwdrivers	51.35
<b>67-4350-7811 CAPITAL FACILITY PLAN</b>			
HDR ENGINEERING, INC.	1200382480	20576 - Wastewater Facility Planning Study	2,433.00
Total WASTEWATER CIP EXPENDITURES:			2,484.35
Total WASTEWATER CAPITAL IMPROVE FND:			2,484.35
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6800 KETCHUM ARTS COMMISSION</b>			
WESTOVER ARTWORKS LLC	101521	Services: Configure Glass Inserts in New City Hall	230.00
Total PARKS/REC TRUST EXPENDITURES:			230.00
Total PARKS/REC DEV TRUST FUND:			230.00
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
APEX	00033513	Change Order #3- Door Lock System	2,173.86
APEX	00033569	New City Hall 90% Complete, Change Order #1	8,430.95
BUSINESS INTERIORS OF IDAHO	11714-39044	Furniture and Installation	870.34
CDW GOVERNMENT, INC.	L365058	UBIQUITI UNIFI CTLR CLD KEY for New City Hall	216.07
CORE CONSTRUCTION SERVICES	21-01-002 APP	21-01-002 APP 5	134,964.00
COVERED	102721	Window Coverings, Labor, and Misc. Parts for New City Hall	12,668.80
Total ESF TRUST EXPENDITURES:			159,324.02
Total ESSENTIAL SERVICES FAC. TRUST:			159,324.02
Grand Totals:			446,930.74

Vendor Name	Invoice Number	Description	Net Invoice Amount
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Report Criteria:  
Invoices with totals above \$0 included.  
Only unpaid invoices included.  
[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"  
Invoice Detail.Voided = No,Yes



## City of Ketchum

October 27, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Alcohol Beverage License**

#### Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of November 1, 2021 – August 31, 2022, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

#### Introduction and History

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

#### Analysis

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

#### Financial Impact

- The City of Ketchum will realize revenue of \$375.10 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor or</u>	<u>Total Amount of Fees Paid</u>
Sun Valley Culinary Institute (Adding Wine to Go to Existing License)				x		166.7
Independent Goods		x		x		208.4

Sincerely,

A handwritten signature in black ink, appearing to read "Shellie R.", is written over a light blue rectangular background.

Shellie Rubel  
Treasurer

Attachments: Alcohol applications



## City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If renewing, you may pay online at [xpressbillpay.com](http://xpressbillpay.com). For questions, please e-mail [finance@ketchumidaho.org](mailto:finance@ketchumidaho.org) or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Sun Valley Culinary Institute		Doing Business As: Sun Valley Culinary Institute
Physical Address where license will be displayed: 211 N Main St Ketchum ID 83340		
Mailing Address: PO Box 3088 Sun Valley ID 83353		
Recorded Owner of Property: Westcorner Realty Ventures		
Applicant Phone Number: 208-913-0494		Applicant Email: karl@sunvalleyculinary.org
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: Please see attached _____ _____ _____
BEER LICENSE FEES		Prorated per Nov. 1st - August 31st
	Draft or Bottled or Canned Beer to be consumed on premises	\$166.70
	Bottled or Canned Beer NOT to be consumed on premises	\$ 41.70
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$166.70
X	Wine, NOT to be consumed on premises	\$166.70
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$466.70
Total Fees Due		\$ 166.70
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Mindy C. Marks  
Applicant Signature

Board Chair  
Relation to Business

10/25/21  
Date

[Signature]  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>10/25/21</u>	License Fee Paid <u>CH # 2226</u>	License No: <u>506604</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of <u>September 1, 2021</u> - August 31, <u>2022</u> <u>Nov. 1, 2021</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		





## City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name:	Mark Nieves	Doing Business As: INDEPENDENT GOODS	
Physical Address where license will be displayed:	330 WALNUT AVE, KETCHUM		
Mailing Address:	PO Box 4510, KETCHUM ID 83340		
Recorded Owner of Property:	The Colonnade LLC		
Applicant Phone Number:	208.481.7223	Applicant Email: mark@independentgoods.com	
STATE LICENSE NO:	31743 (copy required)	COUNTY LICENSE NO: 132 (copy required)	
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: Mark Nieves Susan Nieves		
Partnership: <input type="checkbox"/>			
Individual: <input type="checkbox"/>			
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
BEER LICENSE FEES			
	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00	
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$50.00 41.70	
WINE LICENSE FEES			
	Wine, to be consumed on premises	\$200.00	
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00 166.70	
LIQUOR LICENSE FEES			
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00	
Total Fees Due		\$ 250.00 208.40	
ADDITIONAL INFORMATION			
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			



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

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

Mark May

member

Applicant Signature

Relation to Business

10/20/21

Date

May 2 -

City Clerk or Deputy Signature

OFFICIAL USE ONLY

Date Received: 10/20/21

License Fee Paid ch # 208.40

License No: 2112 A

To the City Council, Ketchum, Idaho;

The undersigned, a Corporation ☒ Partnership ☐ Individual ☐, does hereby make application for a license to sell during the year of August 1, 2021 - July 31, 2021.

November 1<sup>st</sup>, 2021 - August 31<sup>st</sup>, 2021

Approved by City of Ketchum Idaho by;

\_\_\_\_\_  
Mayor



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City  
Councilors City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve P.O. #22024 for the purchase of two Ford Hybrid Interceptor vehicles,  
and P.O. #22025 for additional police motor vehicle equipment.**

### Recommendation

Staff requests Council authorize the mayor's signature on Contract #xx for the purchase of two Ford Hybrid Interceptor vehicles and required uplift services.

**"I move to authorize the Mayor to sign Purchase Orders #22024 and #22025."**

### Purchasing Summary

Vehicle 1	\$ 39,524.00
Vehicle 2	\$ 39,796.00
Uplift 1	\$ 9,609.53
Uplift 2	\$ 10,494.65
<b>TOTAL</b>	<b>\$ 99,424.18</b>

### Process Comments

- Our Chief of Police, Jamie Shaw was engaged to review Hybrid vehicle options and participate in selecting appropriate uplift services.
- The State vehicle procurement process was utilized to procure vehicles for the best cost.

### Sustainability Note

- Hybrid vehicles were selected to support City objectives.

Financial Impact

- Trust budget allowed for spend of \$95K
- \$4K will be moved from the CIP fund balance to cover additional costs

Sincerely,

*Tara Fenwick*

Tara Fenwick  
City Clerk

Attachments:

- Auto Ranch – Vehicle 1 – Purchase Quote
- Auto Ranch – Vehicle 2 – Purchase Quote
- Day Wireless Systems – Vehicle 1 – Uplift Quote
- Day Wireless Systems – Vehicle 2 – Uplift Quote





**G R O U P**

**FLEET**

**OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH**

MODEL	MAKE	YEAR
POLICE INTERCEPTOR AWD	FORD	2022
	\$ 35,077.00	
OPTIONS	\$ 4,447.00	MINUS 63B
STATE ADMIN FEE	\$ -	
Your Price	\$ 39,524.00	F.O.B. MT. HOME

PURCHASER: CITY OF KETCHUM  
 PIGGYBACKED OFF OF: CITY OF BOISE CONTRACT

Vernon 'Butch' Wade

208-249-1330 Cell

Email: [vernonwade@msn.com](mailto:vernonwade@msn.com)


OKAY TO ORDER PER SPECS

NUMBER OF UNTIS

CONTACT TARA FENWICK

PHONE NUMBER 208-727-5073



Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (  Complete )

### Selected Model and Options

#### MODEL

CODE	MODEL	Invoice
K8A	2022 Ford Police Interceptor Utility AWD	\$39,751.00

#### COLORS

CODE	DESCRIPTION
YZ	Oxford White

#### ENGINE

CODE	DESCRIPTION	Invoice
99W	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)	\$0.00

#### TRANSMISSION

CODE	DESCRIPTION	Invoice
44B	Transmission: 10-Speed Automatic (STD)	\$0.00

#### OPTION PACKAGE

CODE	DESCRIPTION	Invoice
500A	Order Code 500A	\$0.00

#### AXLE RATIO

CODE	DESCRIPTION	Invoice
—	3.73 Axle Ratio (STD)	\$0.00


#### PRIMARY PAINT

CODE	DESCRIPTION	Invoice
YZ	Oxford White	\$0.00

#### SEAT TYPE

CODE	DESCRIPTION	Invoice
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14932, Data updated Oct 14, 2021 1:11:00 AM PDT

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (  Complete )

#### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	Invoice
67H	Ready for the Road Package -inc: Whelen Cencom light controller head w/dimmable back light, Whelen Cencom relay center/siren/amp w/traffic advisor control (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) w/additional input/output pigtailed, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head and grille linear LED lights (red/blue) harness, Front Headlamp Lighting Solution, LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring, 100 Watt Siren/Speaker w/Bracket & Pigtail, Tail Lamp Lighting Solution, LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps, LED lights only, Wiring and controller not included, Rear Lighting Solution, (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included, Hidden Door-Lock Plunger, rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches, Rear Console Plate, Contours through 2nd row; channel for wiring	\$3,379.00

#### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket	\$0.00
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	Inc.
51T	Driver Only LED Spot Lamp (Whelen)	\$394.00
549	Heated Sideview Mirrors	\$56.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
66B	Tail Lamp Lighting Solution -inc: LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps, LED lights only, Wiring and controller not included	Inc.
66C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	Inc.



Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (  Complete )

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	Invoice
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$47.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$24.00
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	Inc.
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$320.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
61B	OBD-II Split Connector -inc: Allows up to 2 devices to be connected to the vehicle's OBD-II port	\$52.00
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$174.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	Inc.
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	\$0.00
<b>Options Total</b>		<b>\$4,446.00</b>

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14932, Data updated Oct 14, 2021 1:11:00 AM PDT



## G R O U P

### FLEET

#### OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH

MODEL	MAKE	YEAR
POLICE INTERCEPTOR AWD	FORD	2022
	\$ 35,077.00	
OPTIONS	\$ 4,719.00	
STATE ADMIN FEE	\$ -	
Your Price	\$ 39,796.00	F.O.B. MT. HOME

PURCHASER: CITY OF KETCHUM  
 PIGGYBACKED OFF OF: CITY OF BOISE CONTRACT

Vernon 'Butch' Wade

208-249-1330 Cell

Email: [vernonwade@msn.com](mailto:vernonwade@msn.com)


OKAY TO ORDER PER SPECS

NUMBER OF UNTIS

CONTACT TARA FENWICK

PHONE NUMBER 208-727-5073



Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (  Complete )

### Selected Model and Options

#### MODEL

CODE	MODEL	Invoice
K8A	2022 Ford Police Interceptor Utility AWD	\$39,751.00

#### COLORS

CODE	DESCRIPTION
YZ	Oxford White

#### ENGINE

CODE	DESCRIPTION	Invoice
99W	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)	\$0.00

#### TRANSMISSION

CODE	DESCRIPTION	Invoice
44B	Transmission: 10-Speed Automatic (STD)	\$0.00

#### OPTION PACKAGE

CODE	DESCRIPTION	Invoice
500A	Order Code 500A	\$0.00

#### AXLE RATIO

CODE	DESCRIPTION	Invoice
—	3.73 Axle Ratio (STD)	\$0.00

#### PRIMARY PAINT

CODE	DESCRIPTION	Invoice
YZ	Oxford White	\$0.00

#### SEAT TYPE

CODE	DESCRIPTION	Invoice
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14932, Data updated Oct 14, 2021 1:11:00 AM PDT

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	Invoice
67H	Ready for the Road Package -inc: Whelen Cencom light controller head w/dimmable back light, Whelen Cencom relay center/siren/amp w/traffic advisor control (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) w/additional input/output pigtails, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head and grille linear LED lights (red/blue) harness, Front Headlamp Lighting Solution, LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring, 100 Watt Siren/Speaker w/Bracket & Pigtail, Tail Lamp Lighting Solution, LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps, LED lights only, Wiring and controller not included, Rear Lighting Solution, (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included, Hidden Door-Lock Plunger, rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches, Rear Console Plate, Contours through 2nd row; channel for wiring	\$3,379.00

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket	\$0.00
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	Inc.
51T	Driver Only LED Spot Lamp (Whelen)	\$394.00
549	Heated Sideview Mirrors	\$56.00
63B	Side Marker LED Sideview Mirrors -inc: driver side - red/passenger side - blue, Located on exterior mirror housing, LED lights only, Wiring and controller not included	\$273.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
66B	Tail Lamp Lighting Solution -inc: LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps, LED lights only, Wiring and controller not included	Inc.
66C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	Inc.



Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (  Complete )

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	Invoice
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$47.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$24.00
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	Inc.
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$320.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
61B	OBD-II Split Connector -inc: Allows up to 2 devices to be connected to the vehicle's OBD-II port	\$52.00
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$174.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	Inc.
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	\$0.00
<b>Options Total</b>		<b>\$4,719.00</b>



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

## **PURCHASE ORDER**

**BUDGETED ITEM?** \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22025**

<b>To:</b> 5548 DAY WIRELESS SYSTEMS PO BOX 22289 MILWAUKIE OR 97269-2289	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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<b>P. O. Date</b>	<b>Created By</b>	<b>Requested By</b>	<b>Department</b>	<b>Req Number</b>	<b>Terms</b>
10/28/2021	kchoma	kchoma		0	

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
1.00	2022 POLICE INTERCEPTOR SLICKTOP 03-4210-7110	9,609.53	9,609.53
1.00	2022 POLICE INTERCEPTOR SLICKTOP 03-4210-7110	10,494.65	10,494.65
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		20,104.18

\_\_\_\_\_  
Authorized Signature



450 E. Day Street Suite A  
Pocatello, Idaho 83201  
208-232-1499

## Quote

Quote # -9  
Date: 10/14/2021  
Expiration Date: 1/12/2022

To: Ketchum Police Department  
Chief Jamie Shaw  
Capt. Bryan Carpita

Day Wireless Contact	Project Name	Payment Terms
Dan Argyle	2022 Police Interceptor Slicktop Soundoff No Setina	Net 30

Parts & Materials			
QTY	Description	Price	Extended Price
1	Front Passenger Interior Light  R_W  R_W  B_W  B_W	\$523.73	\$523.73
1	6 Head Interior Deck/Grille Mount Rear Window	\$585.07	\$585.07
2	4" R/W mPower Stud Mount Silicone Light	\$109.33	\$218.66
2	4" B/W mPower Stud Mount Silicone Light	\$109.33	\$218.66
4	Deck/Grill Mounting Bracket	\$6.93	\$27.72
2	4" R/B mPower Screw Mount Silicone Light Tailgate	\$109.33	\$218.66
1	400 Series Remote Siren w/ Button Control	\$528.00	\$528.00
1	Flashback Plug-In Alternating Taillight Flasher	\$77.33	\$77.33
1	100J Series Composite Speaker w/ Universal Bail Bracket	\$140.27	\$140.27
1	Speaker Bracket	\$0.00	\$0.00
1	Single T-Rail Mount Blac-Rac 1082E	\$578.76	\$578.76
1	Firearm Mount Transfer Kit	\$66.36	\$66.36
1	ExtendoBed w/Radio Drawer, 2xStorage	\$1,466.67	\$1,466.67
1	Day Console	\$466.67	\$466.67
1	XTL o5 head face plate	\$23.33	\$23.33
1	Cup Holder	\$51.33	\$51.33
1	CenCom Face Plate	\$24.67	\$24.67
1	3 cig hole 4" face plate	\$12.00	\$12.00
1	(3) Cig Plugs	\$9.31	\$9.31
1	3" Filler plate	\$9.67	\$9.67
1	11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$272.44	\$272.44
1	Close to dash mount	\$86.00	\$86.00
1	Clam Shell Mount	\$59.33	\$59.33
1	Low Profile Antenna	\$31.33	\$31.33
1	17' Antenna Cabel w/NMO Mount	\$33.33	\$33.33
1	CPU w/smart timer, 20 ft output	\$687.50	\$687.50
1	SL-20LP Flashlight w/12v DC	\$122.73	\$122.73
1	Stinger Flashlight LED w/12v DC	\$120.00	\$120.00
1	Customer Supplied Radio	\$0.00	\$0.00

1	Customer Supplied Radar	\$0.00	\$0.00
1	Misc. Hardware Wiring/Connectors, etc.	\$150.00	\$150.00
<b>Equipment Total:</b>			<b>\$6,809.53</b>
<b>Labor</b>			
<b>Description of Work</b>			<b>Total</b>
FULL UPFITTING 2022 POLICE INTERCEPTOR UTILITY			\$2,450.00
<b>Labor Total:</b>			<b>\$2,450.00</b>
<b>Other Expenses</b>			
<b>Description</b>			<b>Total</b>
EQUIPMENT SHIPPING			\$350.00
<b>Other Total:</b>			<b>\$350.00</b>
<b>Grand Total:</b>			<b>\$9,609.53</b>
<b>Notes</b>			
<p>Quotation for goods and services named.</p> <p>To Accept this quotation, sign here and return: _____ Date: _____</p>			
<b>Thank you for your Business</b>			





## Quote

Quote # -6  
Date: 10/21/2021  
Expiration Date: 1/19/2022

To: Ketchum Police Department  
Chief Jamie Shaw  
Capt. Bryan Carpita

Day Wireless Contact	Project Name	Payment Terms
Dan Argyle	2022 Police Interceptor Utility Slicktop No Setina	Net 30

Parts & Materials			
QTY	Description	Price	Extended Price
1	FST/RST WCX Core Bundle	\$2,610.67	\$2,610.67
1	Front FST WCX Inner Edge, 12 lamp DUO	\$0.00	\$0.00
1	Rear RST WCX Inner Edge, 10 lamp DUO	\$0.00	\$0.00
1	CORE Siren/Switch Controller PA	\$0.00	\$0.00
1	Rotary Knob w/Slide Switch	\$0.00	\$0.00
1	OBDII Police Interceptor Utility Cable	\$0.00	\$0.00
1	L Angle Bracket Kit	\$19.20	\$19.20
1	ION T Series Super LED Red/White Mounted in Grille	\$125.60	\$125.60
1	ION T Series Super LED Blue/White Mounted in Grille	\$125.60	\$125.60
4	Mounting Bracket for Grille Lights	\$11.20	\$44.80
2	ION T Series Super LED Red/Blue for Under Liftgate	\$90.67	\$181.34
1	Whelen Vertex Super LED Hideaway- CLEAR Mounted in Headlights	\$70.67	\$70.67
1	Whelen Vertex Super LED Hideaway- BLUE Mounted in Reverse Lights	\$70.67	\$70.67
1	Siren Speaker	\$174.67	\$174.67
1	Speaker Bracket	\$0.00	\$0.00
1	Single T-Rail Mount Blac-Rac 1082E	\$578.76	\$578.76
1	Firearm Mount Transfer Kit	\$66.36	\$66.36
1	ExtendoBed w/Radio Drawer, 2xStorage	\$1,466.67	\$1,466.67
1	Day Console	\$466.67	\$466.67
1	XTL o5 head face plate	\$23.33	\$23.33
1	Cup Holder	\$51.33	\$51.33
1	CenCom Face Plate	\$24.67	\$24.67
1	3 cig hole 4" face plate	\$12.00	\$12.00
1	(3) Cig Plugs	\$9.31	\$9.31
1	3" Filler plate	\$9.67	\$9.67
1	11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$272.44	\$272.44

1	Close to dash mount	\$86.00	\$86.00
1	Clam Shell Mount	\$59.33	\$59.33
1	Low Profile Antenna	\$31.33	\$31.33
1	17' Antenna Cabel w/NMO Mount	\$33.33	\$33.33
1	CPU w/smart timer, 20 ft output	\$687.50	\$687.50
1	SL-20LP Flashlight w/12v DC	\$122.73	\$122.73
1	Stinger Flashlight LED w/12v DC	\$120.00	\$120.00
1	Customer Supplied Radio	\$0.00	\$0.00
1	Customer Supplied Radar	\$0.00	\$0.00
1	Misc. Hardware Wiring/Connectors, etc.	\$150.00	\$150.00
<b>Equipment Total:</b>			<b>\$7,694.65</b>
<b>Labor</b>			
<b>Description of Work</b>			<b>Total</b>
FULL UPFITTING 2022 POLICE INTERCEPTOR UTILITY			\$2,450.00
<b>Labor Total:</b>			<b>\$2,450.00</b>
<b>Other Expenses</b>			
<b>Description</b>			<b>Total</b>
EQUIPMENT SHIPPING			\$350.00
<b>Other Total:</b>			<b>\$350.00</b>
<b>Grand Total:</b>			<b>\$10,494.65</b>
<b>Notes</b>			
<p>Quotation for goods and services named.</p> <p>To Accept this quotation, sign here and return: _____ Date: _____</p>			
<b>Thank you for your Business</b>			



November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Contract #22022,  
Textile Service Agreements with ALSCO Linen and Uniform Rental Services.**

Recommendation and Summary

Staff is recommending the council approve janitorial supplies service contracts for the Utilities, Streets and Fire Departments with ALSCO and adopt the following motion:

*"I move to approve Contract #22022 for Textile Rental Service Agreements with ALSCO Linen and Uniform Rental Services for the Utilities, Streets and Fire Departments and authorize the mayor to sign the contract."*

The reasons for the recommendation are as follows:

- The Utilities, Streets and Fire Departments perform maintenance and janitorial activities which require large quantities of washable items.
- ALSCO supplies and services the necessary items relieving the Departments from having to purchase, inventory and maintain them.

Analysis

The coveralls, mats, shop towels, mop heads and other items ALSCO supplies are items that need frequent washing and replacement. The city departments do not have the proper equipment to maintain these items. The service ALSCO provides allows City personnel to focus on their assigned duties.

- ALSCO was chosen to provide the goods and services because they have the lowest pricing of suppliers contacted.
- ALSCO has been providing satisfactory and timely customer service to City departments for several years.

Sustainability

Not Applicable

Financial Impact

Total cost of services and supplies from ALSCO is estimated to be approximately \$9,500.00. Funding for these Service Agreements has been provided for in each department's budget.

Attachments:

ALSCO Rental Service Agreement



**CITY OF KETCHUM**  
PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340  
Administration 208-766-3841 (fax) 2 8-726-8234

**PURCHASE ORDER**  
BUDGETED ITEM? ☐ Yes ☐ No

**PURCHASE ORDER - NUMBER: 22022**

<b>To:</b> 1118 ALSCO - AMERICAN LINEN DIVISIO 2254 EAST BRANIFF BOISE ID 83716	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/27/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	VARIOUS SUPPLIES (MATS, MOPS, TO 65-4350-3200	2,021.76	2,021.76
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		2,021.76

\_\_\_\_\_  
Authorized Signature

## Kelli Trapp

---

**From:** Jason Grijalva <jgrijalva@alsco.com>  
**Sent:** Tuesday, October 19, 2021 8:18 AM  
**To:** Kelli Trapp  
**Cc:** Tim Draney; Jeff McCain  
**Subject:** Renewals for City of Ketchum  
**Attachments:** 20211019082247051.pdf

**Importance:** High

Hi Kelli,

Hope you are well, I have attached the City of Ketchum renewals for October 2021 through October of 2022. There are no price changes and I have removed the auto renew. Please let me know if you need anything further. Otherwise just a signature and printed name, title, and date on the first page in the lower center of the first page is all we need. Once I receive it back from you I will sign and we will send a copy back out to you for your records.

Thank you!

Jason

Jason Grijalva-GM  
2254 E. Braniff St.  
Boise, ID 83716  
O: 208.343.6473  
C: 208.869.0405  
F: 208.343.2768

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

**From:** om.slboi@alsco.com <om.slboi@alsco.com>  
**Sent:** Tuesday, October 19, 2021 8:18 AM  
**To:** Jason Grijalva <jgrijalva@alsco.com>  
**Subject:** Message from "RNP002673F6C0C1"

This E-mail was sent from "RNP002673F6C0C1" (MP 5055).

Scan Date: 10.19.2021 08:17:35 (-0600)  
Queries to: om.slboi@alsco.com





## Master Service Agreement

Account No's

5831, 5493, 5292, 5192, and 5109

The parties hereby agree as follows:

1. **Scope of Agreement.** During the term of this Agreement, AlSCO (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto, as such Schedule A may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods that require replacement during the term of this Agreement because of normal wear and tear shall be replaced by Supplier at Supplier's sole cost and expense.
2. **Term.** This Agreement shall remain in full force and effect for a period of 12 months, commencing on the date of installation of the goods, ~~and shall be automatically renewed for consecutive 60 month periods thereafter unless either party shall give to the other party written notice of termination by registered mail at least 90 days prior to the expiration of the term then in effect.~~
3. **Charges.** In consideration for the services and goods provided hereunder, Customer agrees to pay the charges set forth on Schedule A attached hereto and other charges which may become applicable. The description of the charges shown on Schedule A and other charges that may be applicable is located on the reverse side of this Agreement and any updates to that list at [www.alsco.com](http://www.alsco.com). All charges are based on 52 weeks per year whether or not service is actually used. The Service Charge will be used to help AlSCO pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to AlSCO.
4. **Price Adjustments.** On the first anniversary date and annually thereafter, Customer agrees that Supplier may increase prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices more frequently than annually or by more than 5% or the CPI as provided above ("Additional Price Increases"), Supplier shall notify Customer of the Additional Price Increase as provided above. Customer shall have the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement and Customer shall be obligated to comply with Section 9.
5. **Payment and Credit.** All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month in which delivery is made (the due date). A FINANCE CHARGE of 1 1/4% per month or 18% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full. If full payment on a credit account balance is not made within 30 days of the due date, Supplier may elect to revoke credit privileges and continue to supply merchandise under this Agreement on a cash-on-delivery basis only.
6. **Representation and Indemnity.** Customer acknowledges that goods supplied pursuant to this Agreement are designed only for general purpose use in working with non-hazardous materials, and that the goods are not flame retardant or treated to resist acids or other caustic or hazardous materials. Customer represents that the goods shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials or ignition sources is possible. Customer expressly agrees to indemnify and hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation.
7. **Title to Goods and Replacing Lost or Damaged Goods.** It is understood by the parties that all goods supplied under this Agreement are, and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer shall be responsible for all goods which are lost, destroyed, stolen or not returned as required herein, and with respect to such lost, destroyed, stolen or non-returned goods, Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier has the right to enter upon Customer's premises to remove or take inventory of its goods at any time during Customer's regular business hours.
8. **Liquidated Damages.** Customer acknowledges that since Supplier owns the goods covered hereby and that such goods may be unique to Customer's requirements and that the value of such goods is depreciating with time, the damages which Supplier may sustain as a result of Customer's breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for herein, or in the event of any other breach or premature termination of this Agreement by Customer, Customer shall pay to Supplier as liquidated damages, and not as a penalty, a sum equal to the number of unexpired weeks remaining in the term then in effect multiplied by fifty percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. The parties further agree that this formula is reasonable.
9. **Payment of Goods Upon Termination.** Upon termination of this Agreement, with or without cause, Customer agrees to return to Supplier all goods supplied pursuant to this Agreement. Customer agrees to pay Supplier's Replacement Charge for any goods not returned or goods returned in a condition beyond normal wear and tear. The price to be paid upon such purchase of goods shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 8.
10. **Change of Customer's Location.** Customer shall give Supplier 30 days written notice prior to any change in the location to which goods and services are provided under this Agreement. So long as Customer's new location is within Supplier's route delivery area, this Agreement shall remain in full force and effect despite a change in Customer's location. In the event Customer's new location is outside Supplier's route delivery area, this Agreement shall be deemed terminated and the provisions of Section 9 dealing with purchase of goods shall apply, but the provisions of Section 8 relating to liquidated damages shall not apply.
11. **Undertaking and Quality.** Supplier agrees to provide goods and services under this Agreement in accordance with accepted standards in the textile leasing/rental industry. In the event Customer believes that there are deficiencies in the quality of the service and/or goods furnished by Supplier hereunder, Customer shall give written notice to Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier shall have 60 days after its receipt of such written notice to correct such claimed deficiencies. In the event Customer is, in good faith, not satisfied with Supplier's correction of the claimed deficiencies, Customer shall give written notice to Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate correction. Failure to give such notice of inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier fails to correct the deficiencies within 30 days after its receipt of the second notice provided herein, Customer may terminate this Agreement. The provisions of Section 8 relating to liquidated damages shall not apply to a termination pursuant to this Section, but all other sections shall apply.
12. **Other Contracts.** Customer certifies that Supplier is in no way infringing upon any existing contract between Customer and another supplier and that Supplier has made no attempt to induce Customer to wrongfully terminate an existing contract with another supplier of services or goods covered by this Agreement.
13. **Binding Effect.** This Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume in writing this Agreement and the obligations of Customer hereunder.
14. **Severability.** If any provision of this Agreement is determined to be invalid, the remaining terms and conditions hereof shall remain in full force and effect.
15. **Enforcement of Agreement.** In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for any suit with respect to this Agreement shall be the county in which Supplier's plant is located.

CUSTOMER'S ACCEPTANCE:

City of Ketchum

PO Box 2315

KETCHUM, ID, 83340-2315

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUPPLIER'S ACCEPTANCE:

BY: \_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## GLOSSARY OF ALSCO CHARGES

Location No. 005831

*Note: Revenue from all charges is used to offset costs and provide general revenue to AlSCO.*

### *Types of Service*

**Flat Rate Service:** Some customers have agreed to be billed at the same amount each week.

**Unit Price with Minimum Usage Service:** Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

### *Special Charges*

**A/R Account Maintenance (A/R Acct Maint):** This charge may be applied to carry credit for non-COD customers

**C.O.D. Re-Charge:** Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

**Early Retirement:** The early retirement charge applies to garments that are removed from service early in their useful life.

**Emblem Charge:** This is a one-time charge to place an emblem or emblems on a new or replacement garment.

**Excess Trash:** This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

**Finance Charge:** The finance charge reflects interest charged on past due accounts.

**Freight:** Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

**Garment Inventory Maintenance:** This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

**Inventory Maintenance (Inventory Maint):** This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

**Inventory Minimum (Inventory Min):** If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

**Invoice Copy:** There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

**Loss/Abuse/Damage (Loss/Abuse/Dam):** This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

**NSF/Bounced Check (NSF Check):** The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

**Oversize Garment Charge (Oversize Gar Chg):** The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

**Preparation Charge (Preparation Chg):** This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

**Press Charge:** The press charge is for atypical requests to press garments.

**Repair Charge:** After quality control, a repair charge may be made for minor repairs on items that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

**Replacement Charge (Replace Chg):** This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

**Restocking Fee:** The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

**Re-Stringing Charge (Re-String Chg):** This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

**Special Delivery:** This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

### *Service Charge*

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.



[illegible][illegible]47



**SERVICE AGREEMENT  
SCHEDULE A**

Location # 005493	Route # 09	Stop # 485	Delivery Days: Fri	Delivery Frequency: EOWA
<b>Renewal</b>				
Deliver To: Ketchum Water		Bill To: City of Ketchum, Idaho		SIC Code: J91
Address: 110 A River Ranch		Address: 480 East Ave N		Special Billing:
City, State, Zip: KETCHUM, ID. 83340		City, State, Zip: KETCHUM, ID. 83340		Special Items:
Phone: 208-720-7978		Phone: 208-726-3841		# Duplicate Invoices:
Fax:		Fax:		# Returned Signed:
Key Contact & Title: Pat Cooley		Key Contact & Title: Genoa		PO #
E-Mail Address:		E-Mail Address:		Sales Code:
Website:		Website:		Sales Person:
Delivery Minimum: \$30.00		COD or Charge: Charge		Page 1 of 1
Time Open:		Contract Class: 14		
Time Close:		Contract Expiration Date:		
Tax Exempt # 82-6001390				

Line No.	Item No.	Wearer Code	Name	Size	Item Description/Color	Total Invt.	Invt. Min. Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mnt. %
0001	5005-GN				Shop Towel, Green	40		20	EPUMINDQ	EOWA	0.1900	0.82	3% S
0010	AFCRT				AF CRT Disposable Refill	2		1	EPUMINDQ	EOWA	5.7750	5.50	
0011	966501				SST Cabinet	1		0	EPUMINDQ	EOWA		90.00	
0040	29100--LG			LG	Wet Mop, Large	2		1	EPUMINDQ	EOWA	3.7400	29.82	
0041	9630	HANDLI Z			Wet Mop Frame	1		0	EPUMINDQ	EOWA		23.04	
0042	295005				48 Dust Mop Untreated	2		1	EPUMINDQ	EOWA	3.7400	32.53	
0043	9640	HANDLI Z			48 Mop Frame	1		0	EPUMINDQ	EOWA		35.24	
0060	2005-WN				3X4 Mat, Walnut	4		2	EPUMINDQ	EOWA	7.2650	62.49	
0062	2020-WN				4X6 Mat, Walnut	4		2	EPUMINDQ	EOWA	9.5100	103.14	

**UNIFORM CHARGES**

Charge	Price/Each
Name Emblem	
Company Emblem	
Preparation Charge	
Oversize Charge	
Other	
Grade: New [ ] A [ ] B [ ]	

Invoice Service Charge                      % or \$  
 Service Charge % on entire invoice        .01 %  
 Min: 5.00

Notes:

Customer's Initials \_\_\_\_\_



**SERVICE AGREEMENT  
SCHEDULE A**

Location # 005292	Route # 09	Stop # 465	Delivery Days: Fri	Delivery Frequency: EOWA
<b>Renewal</b>				
Deliver To: Ketchum Waste Water		Bill To: City of Ketchum, Idaho		SIC Code: J91
Address: PO Box 2315		Address: 480 East Ave N		Special Billing:
City, State, Zip: KETCHUM, ID, 83340-2315		City, State, Zip: KETCHUM, ID, 83340		Special Items:
Phone: 208-726-7825		Phone: 208-726-3841		# Duplicate Invoices:
Fax:		Fax:		# Returned Signed:
Key Contact & Title: Mick Mirmert		Key Contact & Title: Genoa		PO #
E-Mail Address:		E-Mail Address:		Sales Code:
Website:		Website:		Sales Person:
Delivery Minimum: \$30.00		Special Delivery Charge:		Contract Class: 14
Time Open:		Time Close:		Contract Expiration Date:
Tax Exempt # 82-6001390				Page 1 of 1

Line No.	Item No.	Wearer Code	Name	Size	Item Description/Color	Total Invt.	Invt. Min. Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mnt. %
0001	5005-GN				Shop Towel, Green	200		100	EPUMINDQ	EOWA	0.1900	0.82	3% S
0040	29100--LG			LG	Wet Mop, Large	2		1	EPUMINDQ	EOWA	3.7400	29.82	
0041	9630	HANDLE Z			Wet Mop Frame	1		0	EPUMINDQ	EOWA		23.04	
0060	2005-WN				3X4 Mat, Walnut	16		8	EPUMINDQ	EOWA	7.2650	62.49	
0062	2020-WN				4X6 Mat, Walnut	8		4	EPUMINDQ	EOWA	9.5100	103.14	

UNIFORM CHARGES	
Charge	Price/Each
Name Emblem	
Company Emblem	
Preparation Charge	
Oversize Charge	
Other	
Grade: New[ ] A[ ] B[ ]	

Invoice Service Charge	% or \$
Service Charge % on entire invoice	.01 %
Min: 5.00	

Notes:

Customer's Initials \_\_\_\_\_

[illegible]

Invoice Service Charge	% or \$
Service Charge % on entire invoice	.01 %
Min: 5.00	

50



**SERVICE AGREEMENT  
SCHEDULE A**

Location # 005109	Route # 09	Stop # 425	Delivery Days: Mon	Delivery Frequency: EOWB
<b>Renewal</b>				
Deliver To: Ketchum Fire Department		Bill To: City of Ketchum Fire Department		
Address: PO Box 966		Address: PO Box 966		
City, State, Zip: KETCHUM, ID, 83340-0905		City, State, Zip: KETCHUM, ID, 83340		
Phone: 208-726-7805		Phone: 208-806-7023		
Fax:		Fax: 208-726-7812		
Key Contact & Title: Ketchum Fire Department		Key Contact & Title: Terri Duquette		
E-Mail Address:		E-Mail Address:		
Website:		Website:		
Delivery Minimum: \$15.00		COD or Charge: Charge		
Time Open:		Contract Class: 1020		
Time Close:		Contract Expiration Date:		
Tax Exempt # 82-6001390		Page 1 of 1		

Line No.	Item No.	Wearer Code	Name	Size	Item Description/Color	Total Invt.	Invt. Min. Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mnt. %
0003	5005-GN				Shop Towel, Green	50		25	EPUMINDQ	EOWB	0.6450	0.70	5% S

UNIFORM CHARGES	
Charge	Price/Each
Name Emblem	
Company Emblem	
Preparation Charge	
Oversize Charge	
Other	
Grade: New <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/>	

Invoice Service Charge	% or \$
Service Charge % on entire invoice	0.01 %
Min: 7.00	

Notes:

Customer's Initials \_\_\_\_\_



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Enter into Contract 22004 for Services with Sun Valley Marketing Alliance (Visit Sun Valley)**

#### Recommendation and Summary

Staff is recommending the council approve the contract with Sun Valley Marketing Alliance (Visit Sun Valley) and adopt the following motion:

I move to authorize the Mayor to sign Contract 22004 with Sun Valley Marketing Alliance.

The reasons for the recommendation are as follows:

- The City is contracting with Sun Valley Marketing to provide marketing services to generate additional visitors.
- The funding was approved in the FY 21/22 adopted budget.

#### Introduction and History

As part of the FY 20/21 budget, the Council authorized funding for Visit Sun Valley for marketing and promotional services. The proposed contract provides the scope of work and method for payment of services. The term of the contract is October 1, 2021 – September 30, 2022.

#### Analysis

The amount of this contract is \$250,000 – an increase of \$140,000 from last year.

#### Financial Impact

The cost for services is \$250,000 – \$200,000 ongoing annual amount plus a \$50,000 request for one-time initiatives. The Fiscal Year 2021/2022 Budget includes funding for the proposed services from the Local Option Tax Fund.

#### Attachments:

Proposed Contract 22004 signed by Scott Fortner, Executive Director  
2021/2022 Scope of Work  
VSV Evolution document – DMO/DMMO

## **CONTRACT FOR SERVICES 22004**

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of October, 2021, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the SUN VALLEY MARKETING ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(6) designation, (hereinafter referred to as "SVMA").

### **FINDINGS**

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq.
2. SVMA is an Idaho non-profit corporation with an IRS 501(c)(6) designation engaged in the business of domestically and internationally marketing the Sun Valley, Idaho resort area (including Ketchum) as a destination resort.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. City Municipal Code Chapter 3.12 provides for the imposition of a non-property tax on the sales price of certain goods sold or otherwise transferred in Ketchum. Pursuant to the language of the Chapter, which was approved by the voters of Ketchum, the municipal sales tax revenue derived shall be used for the following purposes: municipal transportation; open space acquisition and recreation; capital improvements (roads, water, sewer, parking, Ore Wagon Museum); emergency services (police, fire, ambulance); city promotion, visitor information and special events; property tax relief; and direct costs to collect and enforce the tax.
6. The primary reason for the City to enter this contract is to increase visitors in order to increase Local Option Tax revenues, generated by retail sales, ski tickets, lodging, and liquor by the drink in the City of Ketchum.
7. The Organizational Goals of SVMA are consistent with the purposes and findings of Municipal Code Chapter 3.12.
8. It is the intention of Ketchum to contract with SVMA to provide such services for consideration as hereinafter provided.
9. Ketchum has committed \$250,000 towards this contract for services in the FY22 budget.
10. SVMA desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the SVMA as follows:

1. **SERVICES RECEIVED.** SVMA agrees to provide those services identified in Attachment A as an independent contractor. SVMA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.
2. **TERM.** The term of this Agreement shall commence October 1, 2021 and shall terminate on the 30<sup>th</sup> day of September 2022.
3. **CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to SVMA the total sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) – \$200,000 ongoing annual amount plus a \$50,000 request for one-time initiatives – payable in agreed upon installments. SVMA will provide the City an invoice setting forth the amount of the installment due for the installment; the City shall pay SVMA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.
4. **REPORTING.** SVMA agrees to report to the Ketchum City Council biannually (May and November) via email on progress towards the specific scope of work objectives and measurements and include advertising campaign material (before the next seasons campaign is finalized). SVMA also agrees to provide the City with the information and reports Identified in Attachment A.  
  
SVMA shall provide to the City of Ketchum the operating budget to include revenues and detailed expenditures. And present semi-annual financial reports (YTD budget and current balance sheet) two times per year; and furnish to the City at SVMA's expense externally prepared financial reviews (actual P&L and year-end balance sheet) on an annual basis; make available to the City all SVMA financial information at any time for any reason; and furnish SVMA's bylaws to the City and immediately advise the City in writing of any changes to the bylaws or changes to the organizational structure.  
  
SVMA shall maintain complete records of all written, electronic and oral complaints received by it from tourists regarding air and ground transportation and tourist facilities in the Sun Valley resort area.
5. **TERMINATION.** The City may terminate this Contract with 120 days written notice to SVMA with or without cause. The City recognizes that the SVMA has made significant financial commitments (e.g. vendor contracts, leases, employees, etc.) on behalf of the City and SVMA will need time to adjust its obligations. In the event of such termination, The City shall have no further responsibility to make any payment to SVMA under this Contract at the end of the 120-day period. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of SVMA shall survive any termination of this Contract.
6. **EQUAL EMPLOYMENT OPPORTUNITY.** SVMA covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
7. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that SVMA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. SVMA shall create, direct, and control its own means and methods of performing this Agreement. SVMA and its agents, members, employees, and volunteers, shall not accrue leave,



retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by SVMA in a competent, efficient and satisfactory manner.

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

**9. NON-ASSIGNMENT.** This Agreement may not be assigned by or transferred by SVMA, in whole or in part, without the prior written consent of the City.

**10. DISPUTES:** In the event that a dispute arises between the City and SVMA regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

**11. MISCELLANEOUS PROVISIONS.**

- a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator  
City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

b. Consultant: Sun Valley Marketing Alliance, Inc.  
PO Box 4934  
Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

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

SUN VALLEY MARKETING ALLIANCE

By:   
Scott Fortner  
Executive Director

ATTEST:

\_\_\_\_\_  
Tara Fenwick  
City Clerk

## Attachment A

### Sun Valley Marketing Alliance Scope of Work FY 2021/2022

Goal: As a Destination Marketing and Management Organization (DMO), Visit Sun Valley seeks to create awareness of the Sun Valley brand, develop loyalty, and build retention with our visitors. We do this by promoting our community as an attractive travel destination and enhancing its public image as a dynamic place to live, work and visit with a net positive effect on our community and quality of life.

#### Scope of Work Objectives:

- Implement a strategic plan for cultivating a new generation of visitors Quality over Quantity
- Position Ketchum as a world-class basecamp for outdoors, culture, food, wellness, and the area's bountiful nearby experiences
- Present our strategic plan to the City Council for the year.

#### **Marketing and Promotions:** delivering the destination's strategic & cohesive messages

- *Public Relations*- create media coverage opportunities, reputation management, and influencer programs
- *Research*- Guest Net Promoter Score (NPS) domestic travel research trends and patterns Lodging/Accommodation Occupancy, Average Daily Rates, length of stay, and occupancy forecasting.

#### **Destination Management**

*Guide, Educate, Protect, instill a sense of stewardship of our Valley, and provide a variety of tools that model representatives of our home, modeling and reinforcing the culture and lifestyle that makes Sun Valley special."*

- *Visitor Services*: information distribution via website, online search marketing & promotion Visitor Center operations and fulfillment of guest information via digital platforms Crafting stories (blogs) to direct guests to the suitable activities, at the right time, in the right directions. Communicate their responsibilities and etiquette as they navigate our towns.
- *Manage Online Virtual Presence* – for the Valley informing on stewardship, outdoor rec., travel advisory's, current tourism business operations point visitors in the right direction
- *Community Relations & Business Services*: collaboration with businesses, community stakeholders, and residence distributed via newsletter, calendar of events, various website content COVI-19 updates, collaboration with community organizations. Business services –research, customer service training, business operations assistance
- *Research*- stakeholder and resident sentiment report. Mobility Data & visitation Management

#### **Measurements:**

- Monitoring a variety of touchpoints and metrics to paint a broad picture of tourism impacts.
  - Lodging: Room Nights occupied (raw) and sold
  - Trends in customer journey and flow

- Traffic flow, Enplanements (raw)
  - Visitor Interest and intent -Website and Internet search analytics
  - Building KPIs on Businesses Yields and Profitability.
- Reputation - consumer, stakeholder, resident
- Lifetime Value (LTV) of the: Visitor, Part-time resident, Full-time resident.  
(Dependent/Independent of the local financial contribution to local economy)
- Quality of Life and NPS scores
- Social contribution
- We will email our progress on the specific scope of work objectives. To will include:
  - Annually measure success by reviewing and presenting information to the council via email submission of our completed Annual Report. In-person discussion of said Report granted upon the City's request.
  - Bi-annually provide information on visitor trends and upcoming campaigns in May and November.

### **Visit Sun Valley Current Model as Destination Marketing Organization - DMO**

*A destination marketing organization is similar to a destination management organization, and the two terms are sometimes used interchangeably. However, in the case of a destination marketing organization, the focus is on promoting a destination in order to make it more attractive to tourists, businesses, and other potential travelers.*

*A DMO may use a wide range of marketing techniques, including display advertising, content marketing, social media promotion, offline advertising, and experiential marketing.*

#### **Core Functions:**

- Marketing/Promotion of the Destination
- Guest Research
- Public Relations and influencer Programs
- Visitor Center/fulfillment of guest information
- Association Membership (non-LOT collections) dues; Free membership (for those paying LOT)
- Community Relations (newsletter, calendar of events and website content)

#### **Metrics:**

- Sales Tax collections
  - Room Nights sold
  - Air Passenger counts that drive visitation volume
- 

### **Basic Destination Marketing and Management - DMMO**

*Destination management refers to a holistic approach, where many aspects of a destination are managed via a coordinated process. It can include managing marketing, local accommodation, tours, events, activities, attractions and transportation, and is often the responsibility of a dedicated destination management organization.*

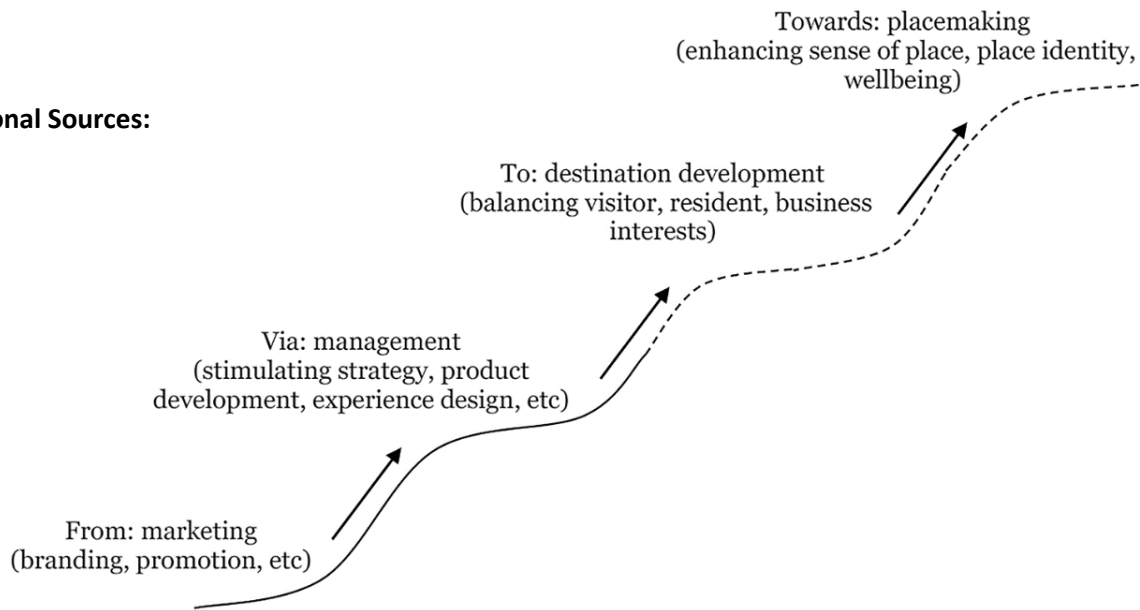
*The aim is to ensure tourism has a net positive effect on the destination, and this means maximizing the benefits through optimization of both supply and demand.*

*DMMO-will typically consider aspects like the overall travel experience, as well as specifics like accommodation options, attractions, and local facilities. As well as the outside forces or circumstances that have a positive or negative impacts.*

#### **Core Functions – Same as above, plus:**

- Fulfillment website visitor guide/ group guide, etc.
- Sales (groups/weddings/conferences) - Online Reservations
- Event Production and Management
- Community Affairs & Destination Management – housing, transportation, recreation, non-profits, etc. that are part of the tourism economy.
- Business Services – research, customer service training, business operations assistance.

**Additional Sources:**



**Source:** Authors

- [Stewards of the Destination](#)-“DMOs need to expand their roles within cities or destinations, and position themselves as the stewards and managers of the city’s brand — not only for tourism but for talent attraction and investment as well,” he writes on the Resonance blog. “No other organization in a destination has the funding or expertise to do it, and by assuming that role, a DMO can expand its value proposition to the community it serves.”
- [Metrics that measure overall economic, social, quality of life goals & objectives to achieve balance in a sustainable manner](#)
- <https://destinationsinternational.org/if-they-value-you-they-will-fund-you>
- [https://destinationsinternational.org/sites/default/master/files/FindingOurCornerstone\\_PolicyBrief.pdf](https://destinationsinternational.org/sites/default/master/files/FindingOurCornerstone_PolicyBrief.pdf)

**Executive Summary:**

We are an evolving destination – we should adapt to the changes, allowing us to provide benefits and expand our value proposition to the community while remaining relevant/sustainable.

We may end up with some hybrid of the above, but expanded services and duties as trends and economic opportunities present themselves will need to change. I don’t think our overall purpose statement changes, but rather the ‘hows’ in achieving our goals. We can leverage the craft of promotional tactics to help communicate and better manage the visitor and local experience within our community.

In the near term, I would expect that we would continue with a strong PR & Brand/marketing focus – though, we may need to be more involved in the entire short-term visitor/2<sup>nd</sup> homeowner/extended-stay ecosystem. Not just a few pieces, but all elements – from managing the visitor/2<sup>nd</sup> homeowner experience to product/experience development – considering the whole life cycle of the guest, as well as driving the lifetime value that they provide to the community...financially, philanthropically, and intellectually.



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Enter into Contract 22008 Between the City of Ketchum and Blaine County for Sustainability Program Management Cost Sharing**

#### Recommendation and Summary

Staff is recommending the council approve this new contract with Blaine County and adopt the following motion:

**"I move to authorize Contract #22008 with Blaine County in support of the shared Sustainability Program."**

The reasons for the recommendation are as follows:

- The City Council supported the creation of a joint funded position between the city and the county in order to implement both city and valley sustainability initiatives.
- The funding was approved in the FY22 adopted budget.

#### Introduction and History

The purpose of this agreement is to allow the city to contract with county for a Sustainability Program Manager position and associated programming. This effort streamlines local governmental sustainability actions which require a valley-wide approach in order to be successful.

#### Sustainability

The city has historically relied on the Ketchum Sustainability Advisory Committee to provide input regarding sustainability goals/projects and utilized a contractual resource as coordinator. While the city was able to make progress on projects, this new effort of a full-time city-county position will allow for a dedicated resource to focus on valley-wide projects such as clean energy, solid waste reduction, and water conservation.

#### Financial Impact

The cost for services is \$86,620 for the year and funding comes from the Non-Departmental budget. The Fiscal Year 2022 approved budget has allocated \$80,000 in necessary funding for the proposed services. There was a miscommunication between the city and county staff during budget development regarding the remaining \$6,000. Based on this small amount, city staff recommends approval of the full \$86,620 with the remaining amount coming from the Professional Services budget should it be needed.

#### Attachment

Attachment A: Proposed Contract 22008.

## AGREEMENT BETWEEN THE CITY OF KETCHUM AND BLAINE COUNTY FOR SUSTAINABILITY PROGRAM MANAGEMENT COST SHARING

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 12 day of OCTOBER, 2021, by and between the City of Ketchum, Idaho, (hereinafter "City") an Idaho municipal corporation and BLAINE COUNTY, (hereinafter "County") a political subdivision of the State of Idaho, hereinafter referred to as the "Parties."

### RECITALS

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City of Ketchum and its residents; and

WHEREAS, the County is a political subdivision of the State of Idaho duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the City and County have identified the need for a Sustainability Program, to include staff, equipment, software programs, and administrative costs; and

WHEREAS, the City and County and members of the public desire to develop a Sustainability Program to lead the region's sustainability efforts in reducing the region's carbon footprint and to proactively address climate-related impacts; and

WHEREAS, the City and County will benefit from a joint effort by collaborating on regional sustainability initiatives; and

WHEREAS, the City and County will work to develop short and long-term initiatives aimed at enhancing the sustainability of the region.

### TERMS

NOW, THEREFOR, subject to the limitations of this Agreement and in order to provide assistance between the parties in providing Sustainability Program management services, it is hereby agreed as follows:



1. DURATION OF AGREEMENT. This Agreement shall not be effective until it is signed by the County and the City. It shall continue in full force unless terminated from the signature dates herein until September 30, 2022. The parties may agree to mutually extend this Agreement by subsequent written agreement.
2. NOTICES. All notices, requests, demands, or other communication required or provided for under this Agreement shall be in writing. Notices to the City and County shall be addressed as follows:

**CITY:**

City of Ketchum  
Attn: City Administrator  
P.O. Box 2315  
Ketchum, ID 83340

**COUNTY:**

Blaine County  
Attn: County Administrator  
206 First Avenue South, Suite 300  
Hailey, ID 83333

3. PURPOSE. The purpose of this Agreement is to allow the City to contract with County for partially funding the Sustainability Program Manager position to provide direct service to Blaine County and its cities serving as coordinator to streamline local governmental sustainability action.
4. FINANCE AND BUDGET. The City shall reimburse County for approximately fifty percent (50%) of the Sustainability Program Manager's salary, benefits, and program costs for FY22. Such payment shall not exceed the amount of \$86,620 for FY22 and is to be paid in quarterly installment amounts of \$21,655.00 with the first payment due \_\_\_\_\_, 20\_\_.
5. EMPLOYMENT STATUS. The City and County hereby agree that the Sustainability Program Manager shall perform the obligations under this Agreement exclusively as an employee of the County and not as employee or agent of the City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture, or other business entity or relationship other than that of this Agreement. The Sustainability Program Manager shall not receive nor be entitled to any employment-related benefits from the City including without limitation, workers' compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that the City offers to its employees.
6. DUTIES. The provision of these services shall be governed as set out below:

The County and City agrees to collaborate on the following responsibilities pertaining to the Sustainability Program Manager position:

1. To agree on the position duties and responsibilities to benefit either or both the City and County.
2. To develop and approve the annual work plan.

3. To participate on or provide recommendations for participants to the Sustainability Advisory Committee.
4. To participate in conducting evaluations of work product and performance of the Program Manager.
5. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

The position will be assigned to work at the County to accomplish the tasks assigned. The position will report to the County Administrator.

The County agrees to host a dedicated web page on its web site for the Sustainability Program. Content of the web page will be determined by the Sustainability Advisory Committee and implemented by the Sustainability Program Manager as part of his/her duties.

7. AMENDMENT. This Agreement may be amended at any time, and from time to time, by the mutual written consent of the City and County for any of the following purposes:

1. To add provisions to the Agreement to benefit either or both the City and the County.
2. To extend the term of the agreement.
3. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

8. SEVERABILITY. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officials.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BLAINE COUNTY, an Idaho political subdivision

By Dick Fosbury  
Dick Fosbury, Chair, Board of  
Blaine County Commissioners

ATTEST:

Stephen McDougall Graham  
Stephen McDougall Graham, Blaine County Clerk



CITY OF KETCHUM, IDAHO,  
an Idaho political subdivision

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

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City of Ketchum Clerk



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Contract #22027 for Policing Services with Blaine County Sheriff's Department**

#### Recommendation and Summary

Staff is recommending the council approve the FY22 contract with Blaine County Sheriff's Department and adopt the following motion:

**"I move to approve contract #22027 with Blaine County Sheriff's Department for city policing services."**

The reasons for the recommendation are as follows:

- Ketchum has historically contracted with the Sherriff's Department for city policing services
- The funding was approved in the FY22 adopted budget

#### Introduction and History

The City contracts with the Blaine County Sherriff's Department for all policing services with the exception of Parking and Code Enforcement Services. Attached is the proposed FY22 contract which reflects the reinstatement of funds for one additional patrol position.

#### Sustainability

No impact.

#### Financial Impact

The FY22 budget allocated \$1,568,569 for contractual expenses. The FY22 Capital Improvement Plan also included funding for the replacement of two patrol vehicles (\$95,000) and radio replacement (\$68,500).

#### Attachment

Attachment A: Proposed Contract/JPA

JOINT POWERS AGREEMENT BETWEEN  
BLAINE COUNTY AND THE CITY OF KETCHUM  
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the “County”) and the City of Ketchum, Idaho, (referred to herein as the “City” or “Ketchum”).

WITNESSETH

WHEREAS, the Blaine County Sheriff’s Office, (referred to herein as the “BCSO”), the County, and the City, each support unified law enforcement within Blaine County and, in particular, within the City to enhance the quality, depth and breadth of the law enforcement services; and

WHEREAS, the City desires to contract with the County for the performance of the hereinafter described law enforcement duties, and services;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed to between BCSO, the County, and Ketchum as follows:

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as “BCSO Law Enforcement Services”).

1.1. City Services. The BCSO shall provide the following services within the City which consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City:

- a. Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents’ and business complaints and calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Investigation of crimes, infractions, and misdemeanors;
- e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
- f. Citation of violations of municipal ordinances pursuant to the police authority under Section 1.9(a) of this Agreement;
- g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

1.2. Support Services

The following support services shall be provided by the BCSO:

- a. Investigation services by deputies for felony crimes and misdemeanors. These deputies are supported by crime analysis, polygraph, identification, and evidence control.
- b. Critical Incident operational services.

1.3. Administrative Services

The BCSO shall provide administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

- a. The BCSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the city for civil matters; for example, personnel issues. These services may be performed at the request of the city in extraordinary circumstances at the discretion of the BCSO.

1.4. Method of Service

The BCSO shall keep the existing Ketchum City Police office open at its present location and shall staff same with a Ketchum Chief (with the rank Lieutenant for BCSO), and eleven (11) additional full-time law enforcement deputies and one (1) full-time administrative person, consistent with BCSO Staffing Chart attached hereto as Exhibit A. BCSO law enforcement deputies will be assigned to work primarily within the City under this agreement shall be deputies of the Ketchum office. Notwithstanding the foregoing, BCSO law enforcement deputies shall be authorized to patrol, issue citations, and investigate criminal activities within the Ketchum City limits.

- a. All BCSO deputies assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. Employees transferred from Ketchum shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or BCSO units. It will be the intent of BCSO to utilize employees transferred from Ketchum to perform the duties as addressed in this agreement. Ketchum understands that individual employees may request reassignment to BCSO duties outside of the City. In such cases, it shall be at the discretion of BCSO to grant or deny such requests.
- c. The BCSO shall exercise its best efforts to ensure that the number of such positions assigned to the City remains constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate BCSO personnel.



- d. Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as customarily provided by the BCSO in Blaine County.
- e. All BCSO law enforcement personnel operating within Ketchum under this Agreement shall be adequately trained and supervised by BCSO.
- f. BCSO will continue to maintain a comprehensive community policing program for Ketchum. Such program will provide proactive involvement of BCSO deputies in the Ketchum community. Areas of involvement will include, but not necessarily be limited to, schools, businesses, bars and taverns, neighborhoods, community events, and community foot and bicycle patrols.
- g. In the event that Ketchum receives grant(s) that allow the hiring of additional city police officer(s), BCSO agrees to incorporate such officer(s) into its Ketchum staff even if, under grant conditions, Ketchum must directly employ such officer(s).
- h. Subject to an employee's right to work, in the event that this agreement is terminated, Ketchum shall have the right to hire BCSO employees who were assigned to the BCSO Ketchum division during the period of contracted service. If Ketchum elects to hire any such employees they shall do so without lapse of service to affected employees.
- i. At a minimum, BCSO shall train all personnel assigned to the BCSO Ketchum Division to comply with State mandated training requirements.
- j. Personnel assigned to the BCSO Ketchum Division shall have the same opportunities for promotions as provided to all other BCSO employees and shall be considered for such positions as provided through BCSO's application process. In the event the Sheriff makes an appointment to the position of BCSO Ketchum Chief, he shall include in his considerations any member of the BCSO Ketchum Division who is trained and qualified for the position.

#### 1.5. Special Provisions

- a. BCSO shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items (i.e. BCCLERMS agreement).
- b. The Blaine County Sheriff and BCSO Ketchum Chief shall consult with the Mayor, City Council, or City Administrator of Ketchum prior to any significant changes in law enforcement. Also, they will consult with the Mayor and City Council with regard to law enforcement issues within the City, and with regard to long-range law enforcement planning for the City.
- c. The Mayor and City Administrator shall have direct access to the Blaine County Sheriff with regard to this Agreement and law enforcement generally within Ketchum.
- d. At the request of the City, BCSO will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Ketchum.

- e. In the event of a major felony that occurs in Ketchum that requires financial resources beyond those provided in this agreement for routine crime processing and investigation, BCSO and Ketchum will develop a plan to provide the needed resources. Such plan may provide for the reprioritizing of existing financial resources as provided in this agreement, the provision of additional resources from Ketchum, or a combination of both. (This joint powers agreement does not absolve the City of financial impact of a major felony within the City of Ketchum.)

#### 1.6. Reporting

- a. Reporting District: A reporting district coterminous with the City boundaries shall be maintained by BCSO to enable accurate data collection on law enforcement services and criminal activity.
- b. Notification of Criminal Activity: The BCSO will notify the Mayor or City Administrator in the event of a significant criminal occurrence within the City.
- c. Monthly Reports: When requested BCSO will report on law enforcement activities, traffic incidents and criminal activity within the City. The BCSO Ketchum Chief will attend all regular meetings of the Ketchum City Council and any special council meeting called with regard to law enforcement issues at which his/her attendance is requested. The BCSO Ketchum Chief shall also attend all city management team meetings.

#### 1.7. Personnel and Equipment

The BCSO is acting hereunder as independent contractors for the City so that:

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.
- b. Status of Employees: All persons rendering service hereunder shall be for County employees employed by the BCSO.
- c. Liabilities: All liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by the BCSO hereunder shall be the responsibility of the BCSO.
- d. Accrued Liabilities: Ketchum agrees to reimburse County for any and all accrued liabilities County pays as a result of the termination of this agreement. Payment is due and payable upon 30 days after the termination date.
- e. Provision of Personnel: The BCSO shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Agreement and as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the BCSO shall be retained by the BCSO.

#### 1.8. Ketchum Owned Property, and Evidence

- a. Property: Ketchum currently owns certain vehicles, equipment and other property ("Ketchum Property") which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the

expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property. Ketchum shall maintain insurance on Ketchum-owned property.

- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its deputies to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO'S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(f) of this agreement, the City and representatives from the BCSO shall meet during the City's annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,568,569.00.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Trust Account: County shall establish and maintain a trust account for the purpose of maintaining and tracking funds paid by Ketchum to County that are unspent during the fiscal year. County shall maintain a minimum of \$100,000 in the trust account. Upon completion and receipt of the County's annual audit, County shall refund to Ketchum any amounts in the trust account in excess of \$100,000 within 30 days. Upon termination of this agreement

County shall retain, at its discretion but not to exceed three (3) years, a minimum of \$100,000 in the trust account to pay for liabilities incurred but not yet reported arising out of the services rendered under this agreement.

- d. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the sum of \$1,757,536.00 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the effective date of this Agreement.
- e. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.
- f. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- g. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- h. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2021. The agreement period shall continue until September 30, 2022, and may, upon agreement of the parties, be renewed for additional one-year periods using the County's budgeting cycle of October 1st to September 30th of the following year. In the event the parties intend to renew, but a renewal agreement is not in place by October 1, 2022, all terms and conditions of this agreement shall continue in full force and effect until a renewal agreement is approved by the parties.

3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.

- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The transition shall be no more than 120 days from the date the termination notice is provided. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

4. Indemnification

- a. City To Hold County Harmless: The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless: The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As expressed in Paragraph 1.7 of this Agreement, the BCSO Ketchum Chief and his staff are considered employees of the BCSO and County for purposes of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The Mayor or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The Mayor shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County

Sheriff. The Sheriff and Mayor or City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho  
c/o City Administrator  
P.O. Box 2315  
Ketchum, ID 83340

To BCSO:

Blaine County Sheriff  
1650 Aviation Dr.  
Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners  
206 First Avenue South, Suite 300  
Hailey, ID 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement



shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
  - Exhibit A: BCSO Staffing Chart
  - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first written above.

City of Ketchum, Idaho

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

Attest: \_\_\_\_\_  
Tara Fenwick, Ketchum City Clerk

Blaine County Sheriff's Office

By: \_\_\_\_\_  
Steve M. Harkins, Sheriff

Board of Blaine County Commissioners

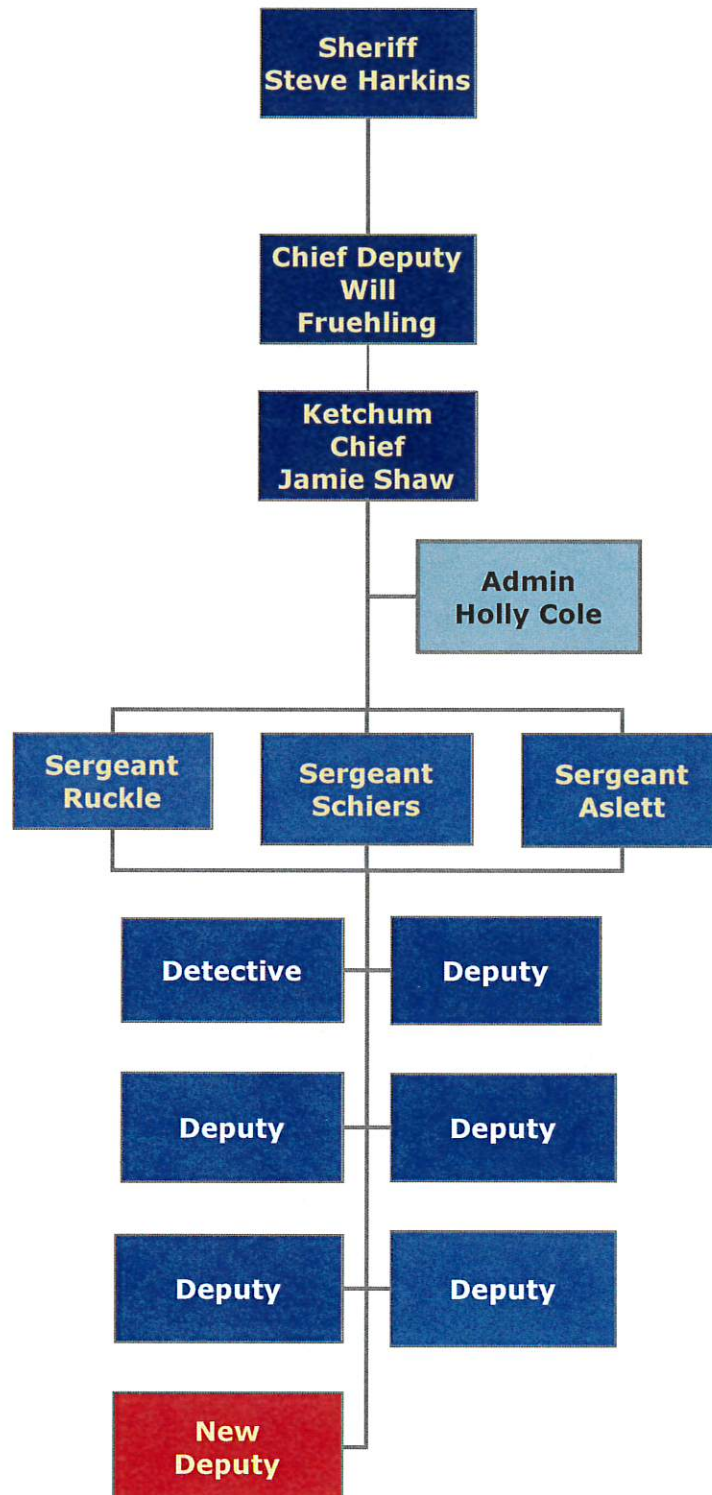
By: \_\_\_\_\_  
Dick Fosbury, Chairman

By: \_\_\_\_\_  
Angenie McCleary, Vice Chairman

By: \_\_\_\_\_  
Jacob Greenberg, Commissioner

Attest: \_\_\_\_\_  
Stephen McDougall Graham, Blaine County Clerk

Exhibit A  
Ketchum Patrol Team Organizational Chart  
FY2022



# Exhibit B

## KETCHUM PATROL TEAM

### CODE OF ACCOUNTS

Fiscal Year 2022 - October 1, 2021 Through September 30, 2022

Code	Classification	2021 Budgeted	2021 Revised	2022 Request	Difference Amount
<b>Personnel Services</b>					
401-01	Salary Chief	\$ 101,745	\$ 90,917	\$ 91,826	\$ (9,919)
401-02	Salaries Deputies	\$ 642,223	\$ 642,381	\$ 709,510	\$ 67,287
402-01	Salaries Office	\$ 51,688	\$ 51,688	\$ 51,688	\$ -
408-01	Salaries-Termination	\$ -	\$ -	\$ -	\$ -
409-92	Salaries-Special Events	\$ -	\$ -	\$ -	\$ -
409-99	Overtime	\$ 62,400	\$ 62,400	\$ 65,545	\$ 3,145
<b>Subtotal Personnel Services</b>		<b>\$ 858,056</b>	<b>\$ 847,386</b>	<b>\$ 918,569</b>	<b>\$ 60,513</b>
<b>Contractual Services &amp; Commodities</b>					
439	Travel	\$ 4,600	\$ 4,600	\$ 4,600	\$ -
439-01	Per Diem	\$ 4,000	\$ 4,000	\$ 4,000	\$ -
440	Office Supplies	\$ 8,500	\$ 8,500	\$ 8,500	\$ -
450	ICRMP Liability	\$ 17,370	\$ 17,370	\$ 17,196	\$ (174)
464	Telephone Communications	\$ 3,000	\$ 3,000	\$ 3,000	\$ -
479	Vehicle Expense	\$ 40,296	\$ 40,296	\$ 42,896	\$ 2,600
489	Professional Services	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
495-01	700 MHz Master Maintenance	\$ 4,725	\$ 4,725	\$ 4,725	\$ -
499	Repair/Maintenance	\$ 2,320	\$ 2,320	\$ 2,320	\$ -
528	Dues/Memberships	\$ 4,372	\$ 4,372	\$ 4,565	\$ 193
550	Community Policing	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
554	Uniforms	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
556-01	Operating Supplies/Equipment	\$ 23,000	\$ 23,000	\$ 23,000	\$ -
556-04	RMS Contribution/ Central Square	\$ 21,495	\$ 21,495	\$ 21,868	\$ 373
569	Training/Education	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
591-05	Certification Incentives	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
600	Management/Term./Admin. Fee	\$ 54,000	\$ 54,000	\$ 54,000	\$ -
714-05	Telephone Allowance	\$ 3,576	\$ 3,576	\$ 3,876	\$ 300
NEW	Housing Allowance	\$ -	\$ -	\$ 66,000	\$ 66,000
723-01	Animal Shelter	\$ 2,000	\$ 2,000	\$ 2,000	\$ -
<b>Subtotal Contractual Services / Commodities</b>		<b>\$ 220,754</b>	<b>\$ 220,754</b>	<b>\$ 290,047</b>	<b>\$ 69,293</b>
<b>Capital Outlay</b>					
803-01	Capital Vehicle	\$ -	\$ -	\$ 95,000	\$ 95,000
805-5	Capital-Equipment	\$ -	\$ -	\$ 68,507	\$ 68,507
<b>Subtotal Capital Outlay</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 163,507</b>	<b>\$ 163,507</b>
<b>Proposed Ketchum Operating Budget</b>		<b>\$ 1,078,810</b>	<b>\$ 1,068,140</b>	<b>\$ 1,372,123</b>	<b>\$ 293,313</b>
<b>County Clerk Estimates</b>					
Market Estimate				\$ 30,955	\$ 30,955
Salary Merit Estimate				\$ 11,619	\$ 11,619
<b>Estimated Adjusted Personnel Services</b>		<b>\$ 858,056</b>	<b>\$ 847,386</b>	<b>\$ 961,142</b>	<b>\$ 103,086</b>
<b>Estimated Benefit Total</b>		<b>\$ 350,460</b>	<b>\$ 350,460</b>	<b>\$ 387,500</b>	<b>\$ 37,040</b>
<b>Total Ketchum Patrol Budget</b>		<b>\$ 1,429,270</b>	<b>\$ 1,418,600</b>	<b>\$ 1,802,197</b>	<b>\$ 372,927</b>



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Contract #22023 with Jacobs for Design Services for the Sun Valley Road Rehabilitation Project.**

#### Recommendation and Summary

Staff is requesting the Council approve Contract #22023 with Jacobs for design services associated with the Sun Valley Road Rehabilitation Project.

**"I move to authorize the mayor to sign the Contract with Jacobs,"**

#### The reasons for the recommendation are as follows:

- The Idaho Transportation Department (ITD) transferred ownership of Sun Valley Road to the City in 2021
- The City received funds from ITD for repair and rehabilitation of the roadway
- Survey and Geotechnical services have been completed

#### Introduction and History

In 2019 the City of Sun Valley lead conversations with the Idaho Transportation Department (ITD) on behalf of both the City of Sun Valley and City of Ketchum to consider taking over ownership of Sun Valley Road east of Main Street. On March 2, 2021, Blaine County approved Resolution 2021-10 adopting the road relinquishment and the transfer of ownership agreement for SH-75 Spur (Sun Valley Road). The Quitclaim Deeds were executed between all parties on July 20, 2021, at which time both the City of Sun Valley and Ketchum officially took over ownership of their portions of Sun Valley Road. Pre-design services have been completed. Construction is anticipated to kick off in the Spring of 2022 for both the Sun Valley and Ketchum portions of the roadway with the intent to coordinate between the Cities and limit impacts to residents and business owners on Sun Valley Road.

Following state require Qualified Based Selection (QBS) procedures the City issued a request for qualified firms to submit written proposals to provide roadway engineering services for the Sun Valley Road Repair and Rehabilitation Project. Only one proposal was received from Jacobs. Per QBS staff began negotiations with Jacobs. Jacobs has prepared a scope/budget for council consideration.

#### Financial Impact

The city received \$864,600 from ITD for the design and repair/rehabilitation of the roadway. Design costs were included in this amount and will be billed time and materials. Any unused funds will remain in the project budget.

Attachments:  
Contract #22023



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

## **PURCHASE ORDER**

**BUDGETED ITEM?** \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22023**

<b>To:</b> 5740 JACOBS 999 W MAIN ST SUITE 1200 BOISE ID 83702	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

<b>P. O. Date</b>	<b>Created By</b>	<b>Requested By</b>	<b>Department</b>	<b>Req Number</b>	<b>Terms</b>
10/28/2021	kchoma	kchoma		0	

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
1.00	Sun Valley Road Rehabilitation Engineering 01-4170-4200	80,000.00	80,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		80,000.00

\_\_\_\_\_  
Authorized Signature



## PROFESSIONAL SERVICES AGREEMENT

**PROJECT NAME:** Sun Valley Road, Main Street to Spruce  
**CLIENT:** City of Ketchum, ID  
**ADDRESS:** 480 East Ave, Ketchum, ID 83340

**PROJECT NUMBER:**

hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

**SCOPE OF SERVICES:** Rehabilitation of Sun Valley Road – refer to attached Exhibit A, Scope of Services

**COMPENSATION to be on a basis of:**

Jacobs will invoice all services on a Time and Expense basis in accordance with the attached Rate Schedule.

Technical or professional services that are furnished by an outside source and their reimbursable expenses shall be added to the cost of the services.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CITY OF KETCHUM, ID**

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.

3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at JACOBS' current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JACOBS' administrative costs.

5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties, the total aggregate liability of JACOBS arising out of the performance or breach of this Agreement shall not exceed the compensation paid to JACOBS under this Agreement. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JACOBS, its employees, or subconsultants.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and

which is contractually bound to JACOBS to provide such Services.

12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. **LEGAL EXPENSES.** In the event legal action is brought by JACOBS to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay JACOBS reasonable amounts for fees, costs and expenses as may be set by the court.

15. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

16. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

18. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

19. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

## RATE TABLE

Labor Category	Hourly Rate
----------------	-------------

### Engineer/Planner

Senior Expert	\$ 315.00
Expert	\$ 245.00
Senior	\$ 195.00
Mid	\$ 160.00
Junior	\$ 95.00

### CAD/GIS/Graphics

Senior	\$ 150.00
Mid	\$ 120.00
Junior	\$ 80.00

### Admin/Tech Writer

Senior	\$ 100.00
Mid	\$ 90.00
Junior	\$ 60.00

## **Exhibit A**

### **Scope of Services**

#### **Sun Valley Road Modification: Main Street to Spruce Avenue Design Services**

This document will cover the effort necessary to provide final engineering design for roadway rehabilitation of Sun Valley Road from Main Street to Spruce Avenue.

All coordination with the City of Ketchum shall follow the agreement or Project Execution Plan that is currently under development with the City of Sun Valley.

This scope and fee is based on an understanding that the project will be incorporated into the bid package of the Sun Valley Road Modification project currently being designed by Jacobs for the City of Sun Valley. As a result, it is imperative that all milestones are met to the extent possible, see attached schedule. Stakeholder's delay in meeting project milestones will negatively impact scope and schedule, and may result in additional design fees.

#### **Task Order Team:**

Project Manager: Amanda Thompson

Quality Control Manager: Betsy Roberts

Design Engineer: Mateo Franzoia

CAD Tech: Janet Oye

City of Ketchum Representative/Ketchum City Engineer: Sherri Newland

### **TASK 1. Design Services**

#### **SUBTASK 1.1 Design**

##### **Activities:**

- Hold a project Kick off meeting with Ketchum City Engineer.
- Visit site to review site, project goals, design parameters and discuss existing issues with Ketchum City Engineer.
- Develop basis of design memo for project.
- Develop details depicting full depth rebuild, mill and overlay, or CRABS rehabilitation methods based on geotechnical report recommendations and direction provided by Ketchum City Engineer.
- Design includes development of bulb-outs at the four corners of the intersections of East and Walnut Avenues that conform to the City of Ketchum's standard detail drawings. This will require modification and improvements of drainage to match the adjusted curb lines at those two intersections.
- Drawings will be developed showing typical sections and final site layout. MicroStation InRoads modeling software will be used to create the horizontal alignments of the roadway to facilitate layout of the design drawings.

- Drawings will include a striping plan.
- Mapping of existing utilities will be based on utility base mapping provided by the City of Ketchum and project topographic survey data provided by the City of Ketchum. Additional utility location coordination will require support from Ketchum City Engineer.
- The base specifications documents for the design package will be developed in the City of Sun Valley project scope and modified as required to address the Ketchum work. Sun Valley Road project specifications will be provided to the Ketchum City Engineer for review and comment.

**Assumptions:**

- Project Kickoff Meeting to include up to 3 Jacobs staff members for up to 2 hours. Meeting will be virtual.
- Site visit will include up to 3 Jacobs staff and will be coordinated with site visit for Sun Valley City portion of the project. Up to 8 hours each staff member for prep, site visit, and post-visit documentation.
- Scope excludes Geotechnical Engineering services. Geotechnical report provided by City's consultant will be current and complete and will include design of pavement sections for inclusion in the project; Jacobs will develop drawing details for inclusion into the construction package.
- In general, final surface elevation of the road will not change.
- No new curb and gutter is proposed along the length of the project (other than to facilitate two minor drainage improvements, identify bulb-outs, and as needed when installing pedestrian egress points / truncated domes at up to eight (8) locations to be identified by the City (side streets or alleys) per attached map and notes provided by Ketchum City Engineer.
- Basis of design memo will be brief (1-2 pages) but cover information regarding relevant design elements.
- Design deliverables will consist of a 50% and 90% Final Design packages and will be transmitted electronically via email or FTP.
- The City will conduct their technical review in 7-14 calendar days as identified in schedule for Sun Valley project, see attached schedule.
- The 50% Design Review Meeting will be virtual.
- Minimum erosion and sediment control will be developed and included in design. The Construction Contractor will be responsible for developing, applying for, and submitting a final Stormwater Pollution and Prevention Plan (SWPPP) to the Idaho DEQ, as necessary.
- No work outside or past the top back of curb is anticipated except in areas where curb ramps or bulb-out work are planned. All work will be located within existing right-of-way.
- Street furniture (including but not limited to benches, trash cans, signage, street trees and grates, landscaping, light poles and bases, etc.) that needs to be removed for construction will be salvaged and re-installed after construction. No new furnishings are included the design.
- No new signage is anticipated.
- Design for northeast and southeast corners of Spruce Street and the road repair from there to the City limit will be conducted under the Sun Valley City design package but coordinated with Ketchum City Engineer.
- 90% Final Design will be the bid documents.

- Topographic survey and geotechnical data will be provided by the City by November 8<sup>th</sup>. Design schedule is aggressive and is directly influenced by completion and delivery of survey and geotechnical data. Delay in obtaining this information, or delivery of incomplete information, will negatively impact scope and schedule, and may result in additional design fees.

**Deliverables:**

- Electronic design deliverables (PDF) will be provided for review by the appropriate City representative and will consist of the following:
  - 50% Design
    - Draft design drawings – half size (11"x17") PDFs – electronic submittal
    - Draft Specifications – general conditions/contractual language/front end specifications, technical specifications
    - Draft Cost Estimate – spreadsheet format
  - 90% Final Design
    - Final design drawings – half size (11"x17") PDFs – electronic submittal
    - Final Specifications – general conditions/contractual language/front end specifications, technical specifications
    - Final Cost Estimate – spreadsheet format

## TASK 2. Advertise, Award, and Contracting

### SUBTASK 2.1 Advertise, Award and Contracting

**Activities:**

- Advertise bid documents (90% Final Design specifications and drawings) online via QuestCDN and in local paper.
- Answer Bidder's questions about the project and post responses to QuestCDN.
- Develop recommendation of award for Sun Valley City Council. Coordinate award with Ketchum City Engineer.
- Once awarded, verify insurance, contract, bonds, and create final paperwork to initiate construction start up.

**Assumptions:**

- Coordination with Ketchum City Engineer happens in a timely manner to enable responses to bidder's questions within 2 days.
- Scope excludes advertising costs; advertising fees will be paid directly by the City.

## TASK 3. Develop Conformed Drawings

### SUBTASK 3.1 Develop Conformed Drawings

**Activities:**

- Meet with contractor to review bid documents on-site and conduct follow-up coordination meeting.
- Adjust specifications and drawings to reflect changes, revisions, additions, deletions to the bid document to develop conformed drawings.

**Assumptions:**

- One on-site workshop (up to 4 hours, 2 Jacobs staff) with Contractor and Ketchum City Engineer and Sun Valley team to review site and drawings, followed by coordination meeting with City Engineers (up to 2 hours, 2 Jacobs staff). Meeting to be held in conjunction with, or congruent to, similar meeting with the City of Sun Valley.
- Follow up coordination meeting will be virtual, includes prep and 1 hour meeting with Contractor and City Engineers (Ketchum and Sun Valley) to finalize conformed drawing set.
- Changes to the drawings and specifications to be made within 3 weeks of the initial on-site workshop.
- Jacobs will make modifications to the bid documents as required.
- Changes to the drawings and specifications are assumed to be value engineering in nature not re-design
- This scope of work does not include any other services during or after construction, such as review and response to material submittals and requests for information (RFIs).

## **TASK 4. Project Management**

### **SUBTASK 4.1 Project Management**

**Activities:**

- Managing task order budgets, invoicing, task order quality management and change management.
- The Project Manager will coordinate closely with the Program Manager to provide updates for the Monthly Progress Report and communicate design status overall.
- Project Manager will work closely with Design Engineer and Quality Control reviewer to support successful design.

**Assumptions:**

- Duration of project is assumed to be late October 2021 through May 2022.

**Deliverables:**

- Invoice information wrapped into Program Manager overall invoices; delivered monthly.
- Information for Monthly Progress Reports.
- Notes from meetings or decision points as appropriate.

**PERIOD OF PERFORMANCE:**

**Begin:** October 28, 2021

**End:** May 31, 2022

**COMPENSATION:**

**Total Project Fee Design: \$86,998**

This is a Time & Materials, Not-to-Exceed Amount.

<b>Sun Valley Road Improvements</b>	
<b><u>Milestone</u></b>	<b><u>Date</u></b>
<b>Design (100%)</b>	
Task Order Finalized	Tuesday, October 26, 2021
50% Design Submittal to City	Friday, November 19, 2021
	<i>Thanksgiving Week</i>
City Review Comments Due	Friday, December 3, 2021
Pre-bid Constructability Conference with Contractors	Friday, December 10, 2021
	<i>Christmas/New Year's</i>
90% Design Submittal to City	Monday, January 24, 2022
City Review Comments Due	Monday, January 31, 2022
Completion of 90%	Monday, February 7, 2022
Advertise 90%	Tuesday, February 8, 2022
Bid Opening	Tuesday, March 1, 2022
Award	Thursday, March 3, 2022
Contracting	Friday, March 11, 2022
Contractor Review Period (ends)	Friday, March 25, 2022
<b>Task 3 - Conformed Drawings</b>	
Conformed Drawings completed w/ Contractor input - 100%	Friday, April 15, 2022

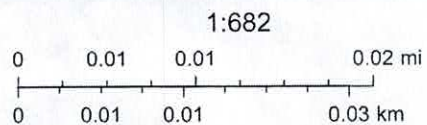




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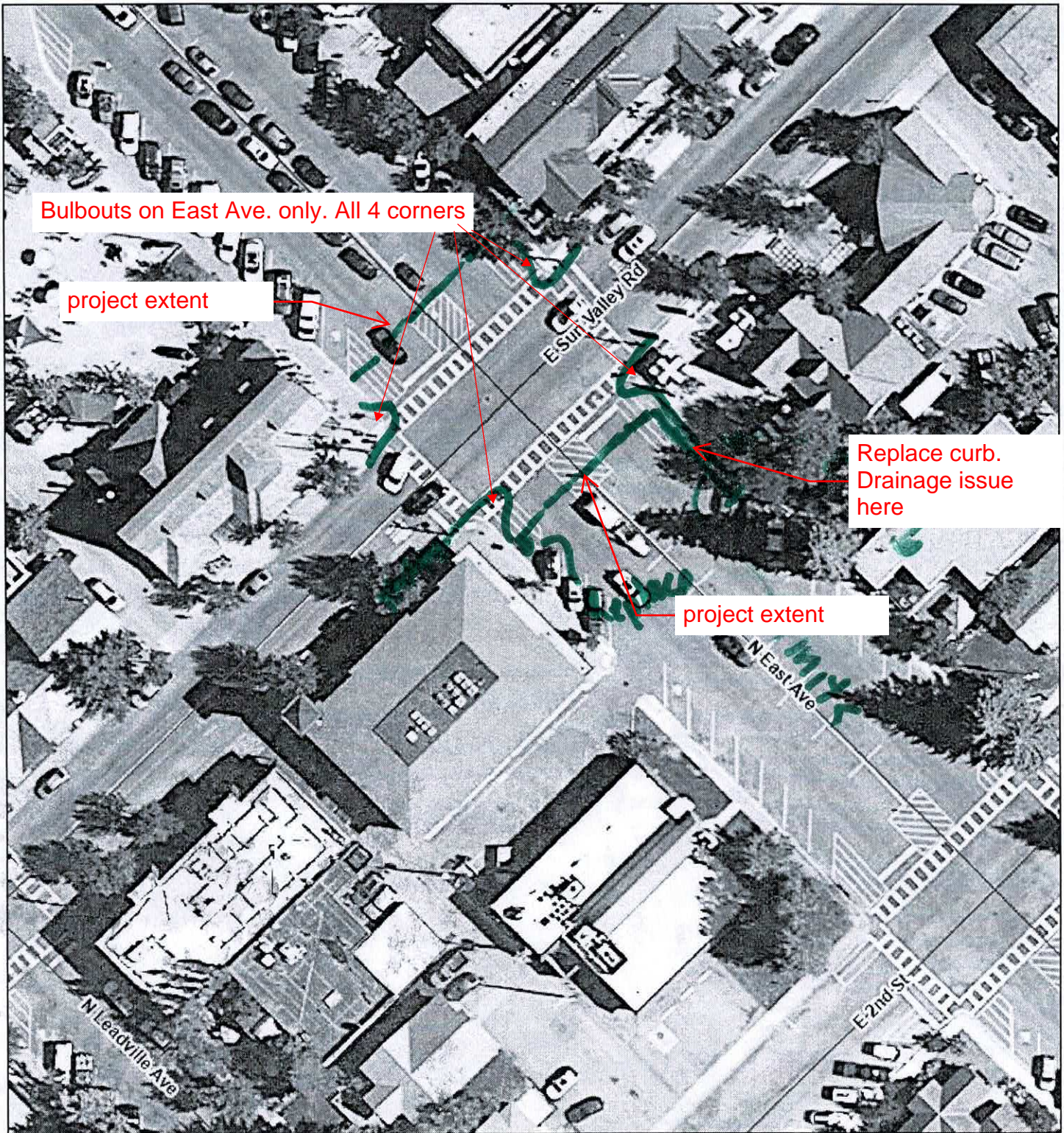
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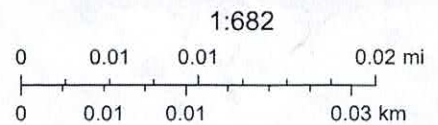


# Blaine County GIS



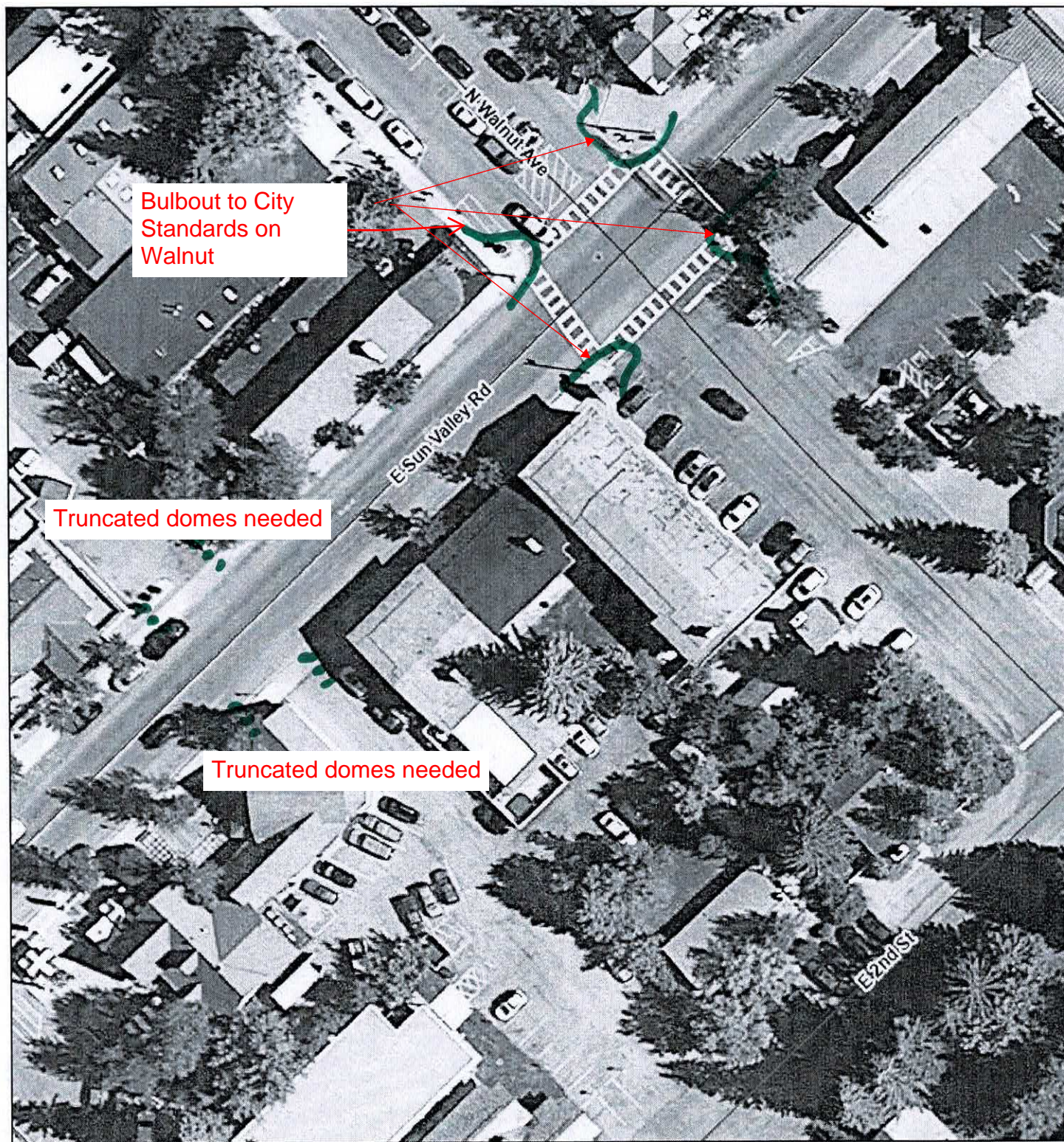
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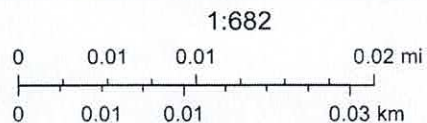


# Blaine County GIS



10/8/2021, 9:19:34 AM

— Roads





# Blaine County GIS



10/8/2021, 9:19:58 AM

— Roads

1:682  
0 0.01 0.01 0.02 mi  
0 0.01 0.01 0.03 km



**City of Ketchum, Idaho**  
**Sun Valley Road - Main Street to Spruce Ave - Design**  
**Fee Estimate for Design Services**

		LABOR								Total Hours	Total Expenses
		Engineer/ Planner - SR	Engineer/ Planner - MID	Engineer/ Planner - MID	CAD/GIS/ Graphics - SR	CAD/GIS/ Graphics - JR	Engineer/ Planner - MID	CAD/ GIS/ Graphics - SR	Admin/ Tech Writer - SR		
Task	Description	Betsy Roberts	Amanda Thompson	Mateo Franzoia	Leann Hays	Janet Oye	Donna Taggart	Janie Iseri	Heather Peninger		
<b>1.0 50% Design</b>											
1.1	Project Kick Off w client	2	2	2						6	
1.2	Pavement Section Design		4	2						6	
1.3	Roadway Design (includes 2 intersection bulb-out improvements)	2	16	80	4	48				150	
1.4	50% Review Meeting	2	4	4						10	
1.5	Specifications		8					16		24	
1.6	QC	4	4							8	
1.7	Cost Estimate		2	8		8				18	
1.8	Site Viist	4	8	8						20	\$350
<b>1.0 90% Design</b>											
1.7	Roadway Design	2	16	48	4	32				102	
1.8	90% Review Meeting	2	2	4						8	
1.9	Specifications		4					8		12	
1.10	QC	4	4							8	
1.11	Cost Estimate		2	8		8				18	
<b>2.0 Advertise</b>											
2.1	Advertise	1	1	1					4	7	
2.2	Answer bidder questions	2	2	4					2	10	
2.3	Evaluate bids, coordinate and prepare Notice of Award	1	2						1	4	
2.4	Verify contract, bonds, insurance		2						2	4	
<b>3.0 Conformed Drawings</b>											
3.1	Initial Workshop	4	6	6					2	18	
3.3	Developed Conformed Set		4	24		24				52	
3.4	Final Confirmation	1	2	4		4			2	13	
<b>4.0 Project Management</b>											
4.1	Project Management		32				8		16	56	
4.2	Design Team Meetings	8	16	16		16				56	
	Total Hours	39	143	219	8	140	8	24	29	610	
	Hourly Rate	\$195	\$160	\$160	\$150	\$80	\$160	\$150	\$100		
	Total Hours	\$7,605	\$22,880	\$35,040	\$1,200	\$11,200	\$1,280	\$3,600	\$2,900	\$85,705	\$350
Overall Percentage of Project		8.9%	26.7%	40.9%	1.4%	13.1%	1.5%	4.2%	3.4%		

2022 Labor Escalation: \$943  
**TOTAL COST: \$86,998**

Construction Cost: \$1,000,000  
Percent of constrution cost: 8.70%



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Amend Independent Contractor Agreement #22026 with Nested Strategies**

#### Recommendation and Summary

Staff is recommending the City Council approve an amendment to Independent Contractor Agreement #22026 with Nested Strategies for services associated with the city's capital campaign to acquire Warm Springs Ranch.

**"I move to approve amended contractor agreement #22026 with Nested Strategies associated with the city's capital campaign to acquire Warm Springs Preserve."**

The reasons for the recommendation are as follows:

- The city intends to acquire Warm Springs Ranch at the purchase price of \$9M solely through private funds. As of 10.28.21, \$3,413,444 in donations has been committed from the community.
- Due to the purchase agreement's short time frame, outside assistance is needed to organize the campaign.
- Since the initiation of the contract in May, principal Carter Cox has logged 78+ hours over her original scope of work – which initially was proposed for 32 hours at \$4,000 per month. To maintain the needed level of time devoted to ensure the project succeeds by the December 31 new performance date, the scope is proposed to increase to \$6,250 for November-January and \$5,000 for February-April.
- If the City of Ketchum executes the Option Agreement earlier than anticipated, Nested Strategies and the City of Ketchum will cease the contract.

#### Introduction and History

On April 19, 2021, the city entered into a purchase agreement with Bob Brennan to acquire 65 acres of Warm Springs Ranch and plans to purchase the land with donations. The purchase agreement allowed the city 6 months to acquire half of the funds, however that 6-month deadline was extended to December 31, 2021. The city then has an additional 6 months to acquire the balance. This is a very short timeframe, and the city does not have the internal resources or experience to run a capital campaign. The most efficient way to gain the funds to purchase the property is to work with an experienced capital campaign contractor.

#### Sustainability Impact

Preservation of community open space and restoration of Warm Springs Creek habitat.

#### Financial Impact

This contract will be funded from the professional services account.

Attachment:

1. Proposed revised scope of work and fees.

October 14, 2021

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

Dear Mayor Bradshaw and City of Ketchum,

The first six months working on the Warm Springs Preserve Campaign revealed what we already knew – resources for the campaign are stretched thin. From the start of our existing scope from May to October 24, I spent 283 hours working on the campaign. We initially anticipated the campaign would require around 180 hours of my time. While the city is poised to gain momentum and fulfill the fundraising efforts for the Preserve, this will require additional resources, either internally or by shifting my scope of work to what is outlined below. I do not prefer to seek larger scopes of work after agreeing to certain hours. In these scenarios, I will outline what I think needs to happen within the city staff to keep my scope the same. I will also provide an alternative scope that expands the time and tools that I can bring to the campaign. I am honored to continue to be a part of this process and provide philanthropy strategy and experience to the city.

Nested Strategies' philanthropy services are designed to meet clients' specific and unique needs. The Warm Springs Preserve campaign is nothing short of unique. In our first six months of working together, we all learned that not only additional time, but *direct* communication with committee members and potential donors was required. I stepped into what was needed not only with the original scope, but also facilitating the committee meetings, providing marketing and communications support, and donor and prospect outreach.

For the Warm Springs Preserve Campaign to be successful, we need to continue with a similar level of involvement. I can continue to play this role – providing a direct line of communication to the community and the time to fully implement the campaign. For this to be possible, I propose an adapted scope outlined in this proposal. The other scenario would be for the city to find additional internal resources –someone to be the lead communication point for committee members and potential donors.

Each path forward allows Nested Strategies to see through the campaign implementation process, by providing strategic counsel, working with the campaign leadership, and providing a team of experts to successfully launch and complete the \$9M goal to acquire and establish the Warm Springs Preserve.

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

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

Sincerely,



Carter Cox,  
Principal Philanthropy Advisor and Campaign Counsel



## **Proposed Scope of Work and Cost Estimate Campaign Counsel and Execution Support**

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

### **1) Support the completion of the Warm Springs Ranch Comprehensive Campaign**

- a) Provide “Keys to Fundraising Success” Training as appropriate;
- b) Provide counsel and support to conduct a Comprehensive Campaign;
- c) Work with City of Ketchum staff to develop and refine communication materials and supporting talking points;
- d) Lead content creation and coordination of periodic update emails to existing donor and interested community members;
- e) Brief volunteers and core team donor visits and solicitations;
- f) Debrief all major gift donor solicitations with relevant teams;
- g) Provide strategic support to close pending gifts;
- h) Lead management of major gift pipeline;
- i) Work with Spur Community Foundation and WSP Committee members to track the full campaign pipeline;
- j) Support WSP Committee members, city staff, and other volunteers with donor follow-up;
- k) Work with WSP Committee and city staff to plan and implement broad community fundraising efforts;
- l) Support planning and follow-up for Campaign fundraising events;
- m) Assist with grant research and grant applications;
- n) Research potential campaign donors;
- o) Assist with donor thank you protocols and follow up; and
- p) Support the major donor prospect identification, review, tracking and reporting processes.

### **2) Lead End of Year Fundraising Campaign**

- a) Create and lead End of Year Campaign Plan to capitalize on year-end donation opportunities;
- b) Craft all messaging related to mailings, social media, and email outreach;
- c) Coordinate with staff to implement social media, email, and mail outreach;
- d) Conduct specific outreach to wealth managers and tax professional to expand targeted communication efforts; and
- e) Work with Spur Community Foundation, the WSP Committee, and city staff to plan and coordinate acknowledgement efforts

### **3) Compile and organize campaign resources for the close of the campaign**

- a) Provide a comprehensive and organized list of all donors and contact details to be used for Warm Springs Preserve communication;
- b) Create stewardship plan for specific and limited communication to thank donors and engage the community once the property is acquired; and
- c) **Ensure that all documents, resources, communication threads, contacts, and materials are organized and transferred to city staff.**

## **Scope Comparison**

	Existing Scope	Proposed
Hours per month	32 May-Oct	50 for Nov-Jan and 40 for Feb-Apr
Hours in total for 6 months	192	270
Cost per month	\$4,000	\$6,250 for Nov-Jan and \$5,000 for Feb-Apr
Total cost	\$24,000	\$33,750

**Over the past 6 months, I was hired for a scope based on 32 hours of work per month and an exclusively behind-the-scenes role for the fundraising campaign. In this updated proposed scope, I request that the City of Ketchum shift our agreement to reflect the role that I have played and the hours that are required in this position moving forward.**

#### **Proposed Schedule and Pricing - 6 months**

November 2021 – January 2022

\$6,250/50 hours per month:

Attend and support bi-weekly Warm Springs Committee meeting; work with city staff to partner on communicating weekly with all committee members to check-in on major first fundraising progress; work with City of Ketchum to develop and coordinate all campaign materials – including end-of-year fundraising campaign; support leadership in hosting community gatherings and/or workshops related to the campaign; support all major gift solicitations, brief and debrief asks; provide strategic support as others close pending gifts; coordinate with Spur Community Foundation on follow-up for pledges; manage major gift pipeline with city staff; communicate directly with Spur Community Foundation for all matters related to donations, pledges, and potential gifts; assist with donor thank you protocols and follow up; assist with addressing inquiries from possible partners and campaign volunteers.

February – April 2022

\$5,000/40\* hours per month:

Attend and support bi-weekly Warm Springs Committee meeting; work with city staff to partner on communicating weekly with all committee members to check-in on major first fundraising progress; work with City of Ketchum to develop and coordinate all campaign materials; support leadership in hosting community gatherings and/or workshops related to the campaign; support all major gift solicitations, brief and debrief asks; provide strategic support as others close pending gifts; coordinate with Spur Community Foundation on follow-up for pledges; manage major gift pipeline with city staff; communicate directly with Spur Community Foundation for all matters related to donations, pledges, and potential gifts; assist with donor thank you protocols and follow up; assist with addressing inquiries from possible partners and campaign volunteers; complete all end-of-campaign work to transfer materials.

\*I anticipate end-of-year fundraising (Nov-Jan) to require more time and resources than Feb-April. The opportunities for fundraising with end-of-year will put the city in a much better position going into the 1<sup>st</sup> quarter of 2022.

**Scope Cost: \$33,750**

**The flow of hours within this proposal can shift throughout the 6-month period based on need. Hours are tracked throughout the scope and can be balanced from month to month as approved by the City of Ketchum. If the City of Ketchum executes the Option Agreement at any point within the scope, Nested Strategies and the City of Ketchum will cease the scope once the project responsibilities are complete.**



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Resolution 21-022, ICLEI150 Cities Race to Zero**

#### Recommendation and Summary

On September 14, 2021, the regional Sustainability & Climate Advisory Committee approved a proposal to join the ICLEI150 Race to Zero Campaign. Attached is a memo outlining the program. Therefore, city staff recommends the following motion:

**"I move approval of Resolution 21-022 outlining the City of Ketchum's support to join the ICLEI150 Race to Zero Campaign."**

The reasons for the request are as follows:

- Joining the campaign will enable access to technical resources and data to achieve the city's established clean energy goals
- This action has been recommended by the Ketchum Sustainability Advisory Committee

#### Introduction and History

On December 21, 2020, the City Council approved a resolution outlining the city's commitment to long-term clean energy goals. This action will assist with the development of an implementation plan.

#### Sustainability Impact

This topic is a key policy component of the city's sustainability plan.

#### Financial Impact

None

#### Attachments:

1. Cross-walk document between current and proposed energy goals
2. Resolution 220-031

## RESOLUTION NO. 21-022

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM AUTHORIZING TO JOIN THE ICLEI150 CITIES RACE TO ZERO IN SUPPORT OF THE PARIS CLIMATE AGREEMENT ON BEHALF OF THE CITY OF KETCHUM AND BLAINE COUNTY.

---

**WHEREAS**, the Board of Commissioners of Blaine County (the "County"); City Council of the City of Bellevue ("Bellevue"); City Council of the City of Hailey ("Hailey"); City Council of the City of Ketchum ("Ketchum"); and City Council of the City of Sun Valley ("Sun Valley") desire to collaborate on local and regional efforts to reduce contributions to climate pollution, strengthen resilience against climate-related hazards, transition to clean energy, and enhance livability and quality of life for all residents; and

**WHEREAS**, consensus exists among the world's leading climate scientists that global warming caused by emissions of greenhouse gases from human activities is among the most significant problems facing the world today; and

**WHEREAS**, the United Nations Intergovernmental Panel on Climate Change's Sixth Assessment Report released in August 2021 states that we must reduce global emissions by 50% by 2030, giving humanity less than a decade in which to take rapid, far-reaching and unprecedented action to stem catastrophic climate change; and

**WHEREAS**, the Paris Climate Agreement is an international law that aims to keep global warming to 1.5 degrees Celsius, strengthen resilience to the adverse impacts of climate change, and govern finance toward low-carbon and climate resilient development; and

**WHEREAS**, the United States has set a target to achieve a 50-52 percent reduction in net greenhouse gas pollution by 2030 from 2005 levels and the federal climate plan aims to create good-paying jobs and securing U.S. leadership in the global transition to a low-carbon economy; and

**WHEREAS**, climate change is impacting the region as reported by the U.S. Environmental Protection Agency, over the past century most of the State of Idaho has warmed one to two degrees (F); snowpack is melting earlier in the year and diminishing snowpack may shorten the season for skiing; the flow of meltwater into streams during summer is declining; in the coming decades, streams will be warmer and populations of several fish species may decline; wildfires may be more common; and, water may be less available for irrigation; and

**WHEREAS**, the County and cities of Bellevue, Hailey, and Ketchum adopted ambitious clean energy goals to power the county and cities with 100% clean electricity by 2035 and 100% clean energy by 2045; and

**WHEREAS**, Idaho Power has committed to supplying 100% clean energy by 2045 and is committed to working with the county and cities to help achieve shared clean energy goals; and

**WHEREAS**, in August 2021 the County and cities of Hailey and Ketchum established a Regional Sustainability & Climate Advisory Committee comprised of a broad and diverse leadership that is reflective of the county and cities, residents, businesses, technical experts, nonprofit organizations, and institutions; and

**WHEREAS**, on September 15, 2021, the Regional Sustainability & Climate Advisory Committee recommended that the Regional Sustainability Program administered by the County join the ICLEI150 Cities Race to Zero and coordinate efforts to achieve commitments throughout the region; and

**WHEREAS**, Cities Race to Zero is a global campaign to rally leadership and support from business, cities, regions, and investors for a healthy, resilient, zero carbon recovery that prevents future threats, creates decent jobs, and unlocks inclusive, sustainable growth ahead of COP26 in November 2021 and to build global momentum around the shift to a decarbonized economy; and

**WHEREAS**, the Board of County Commissioners and the City Councils of Bellevue, Hailey, Ketchum, and Sun Valley have determined it is in the best interest of the region to join the ICLEI150 Cities Race to Zero; and

**WHEREAS**, by joining ICLEI150 Cities Race to Zero the County, and on behalf of the cities of Bellevue, Hailey, Ketchum, and Sun Valley, agrees to the pledges set forth in Exhibit A, the ICLEI150 Commitment Form.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO TO JOIN THE ICLEI150 CITIES RACE TO ZERO IN SUPPORT OF THE PARIS CLIMATE AGREEMENT:**

**SECTION 1.** City of Ketchum hereby joins ICLEI150 Cities Race to Zero and has been authorized by the City Council for the Mayor to complete the Pledge Form required for joining on behalf of the Parties.

**PASSED AND ADOPTED** by the Ketchum City Council on this 1<sup>st</sup> day of November, 2021.

**THE PARTIES HERETO** have executed this instrument.

---

Dick Fosbury  
Chair, Blaine County Board of Commissioners

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Date

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Attest: Stephen McDougall Graham  
Blaine County Clerk

---

Mayor Ned Burns  
City of Bellevue

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Date

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Attest:  
City of Bellevue Clerk

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Mayor Martha Burke  
City of Hailey

---

Date

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Attest:  
City of Hailey Clerk

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Mayor Neil Bradshaw  
City of Ketchum

---

Date

---

Attest:  
City of Ketchum Clerk

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Mayor Peter Hendricks  
City of Sun Valley

---

Date

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Attest:  
City of Sun Valley Clerk



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Resolution 21-023, to Join Blaine County Clean Energy Coalition**

#### Recommendation and Summary

On December 21, 2020, City Council approved by resolution, long-term clean energy goals. The new City-County Sustainability Manager is recommending the creation of a formal coalition in order to intervene in Idaho Public Utility Commission (PUC) cases. Therefore, city staff recommends the following motion:

**"I move to approve Resolution 21-023 outlining the City of Ketchum's support for a Memorandum of Understanding (MOU) which establishes the Blaine County Clean Energy Coalition."**

The reasons for the request are as follows:

- Effective advocacy to the Idaho Public Utilities Commission is imperative to achieve the city's clean energy goals. A valley approach is more successful than each entity on their own.
- This action has been recommended by the Ketchum Sustainability Advisory Committee.

#### Introduction and History

On December 21, 2020, City Council approved a resolution outlining the city's commitment to long-term clean energy goals. This action will assist with the development of an implementation plan.

#### Sustainability Impact

This topic is a key policy component of the city's sustainability plan.

#### Financial Impact

There is no short-term financial impact. Should legal counsel need to be retained in the future to address a PUC case; the MOU outlines "the Parties will agree upon a fair and reasonable cost-sharing model."

#### Attachments:

1. Resolution 21-023
2. Blaine County Clean Energy Coalition MOU





**MEMORANDUM OF UNDERSTANDING**  
**between**  
**BLAINE COUNTY, IDAHO**  
**And**  
**THE CITY OF BELLEVUE, THE CITY OF HAILEY, And THE CITY OF KETCHUM**  
**Blaine County Clean Energy Coalition**

This Memorandum of Understanding ("MOU") for intervening in Idaho Public Utility Commission cases that may affect mutual clean energy goals is hereby entered into by and between Blaine County, Idaho, hereinafter referred to as "County"; and the City of Bellevue, hereinafter referred to as "Bellevue"; the City of Hailey, hereinafter referred to as "Hailey"; and the City of Ketchum, hereinafter referred to as "Ketchum". The cities of Bellevue, Hailey, and Ketchum may hereinafter be collectively referred to as "Cities". The County and Cities may hereinafter be collectively referred to as "Parties".

**1. PURPOSE:**

The Parties have agreed to establish a Blaine County Clean Energy Coalition, hereinafter referred to as the "Coalition". The Coalition will be comprised of local government entities located in Blaine County for the purpose of monitoring, providing comment, or intervening in cases brought before the Idaho Public Utility Commission as deemed necessary by the Coalition to protect the interests of the Parties' respective organizations, residents, businesses, and populations served.

The Parties have adopted ambitious clean energy goals through approval of a Clean Energy Resolution passed by the County, Bellevue, Hailey, and Ketchum. Collectively, the parties have mutually beneficial interests in the outcome of cases brought before the Idaho Public Utility Commission as they may affect the Parties' ability to achieve clean energy goals.

Engagement with the Public Utility Commission may happen behind the scenes through relationship building or take on a more active form through filing public comment; join other local governments, organizations, or coalitions to participate in proceedings; or participating directly as an intervener. Active participation as an intervener may require funds to underwrite the cost of legal and technical expertise that does not currently exist on staff.

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

Mutually beneficial collaboration requires clearly defined roles and responsibilities between the County and Cities that is equitable to all parties.

The Coalition may negotiate options for co-funding the cost to hire legal and/or technical experts to monitor and intervene on its behalf. Alternatively, the Coalition may decide to join others that petition to intervene whenever feasible. If the Coalition collectively approves co-funding and contracting for professional services, the Parties will agree upon a fair and equitable cost-sharing model~~contribute a percentage of total fees based on population.~~

### ~~CONTRIBUTION MODEL (for illustration purposes only)~~

JURISDICTION	POPULATION	CONTRIBUTION	EST. \$20,000 FEES
<b>Blaine County / Unincorporated</b>	24,272 / 7,227	39%	\$7,888
<b>Bellevue</b>	2,747	11%	\$2,264
<b>Hailey</b>	9,161	38%	\$7,549
<b>Ketchum</b>	2,791	12%	\$2,300

~~Sources: US 2020 Census or ACS 2019 5-Year Estimate~~

### COUNTY RESPONSIBILITIES

- Monitor and report to Parties on Public Utility Commission cases that may impact shared goals of the Blaine County Clean Energy Coalition.
- Provide regular updates to Parties on cases as directed by the Coalition.
- Serve as point of contact for the Coalition.
- Facilitate discussions and decision-making between the Parties.
- Gather input and draft communications to the Public Utility Commission for review by the Parties, and finalize and submit documents.
- Secure estimates for professional services when the Coalition collectively approves funding and contracting for such services.
- Develop and administer contracts for professional services as needed.
- Collect and administer agreed upon financial contributions from the Parties as needed.

### CITIES RESPONSIBILITIES

- Each city to identify and submit to County a point of contact.
- Cities to participate in Coalition discussions and decision-making.
- Review communications and documents and respond to County and Coalition inquiries in a timely manner to ensure deadlines are met.
- Contribute funds for professional services when approved by the Coalition.
- Provide legal and technical support from Cities staff as available.

## SHARE CLEAN ENERGY GOALS

75% clean energy for municipal electricity use by 2025 and 100% by 2030.

100% clean energy for community-wide electricity supply by 2035.

Transition municipal fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035.

100% clean energy for all energy use by 2045.

The outcome of Idaho Public Utility Commission proceedings will have a significant effect on the Parties ability to achieve shared clean energy goals as the outcomes will shape:

- Energy efficiency and renewable energy programs, including affordable and equitable access to customer- and community-owned clean energy systems.
- Reliable and resilient distributed energy and microgrid systems for critical infrastructure and the community.
- Mitigation and resilience solutions for climate-related risks such as wildfire, drought, flooding, extreme heat, loss of habitat and wildlife, and protection of natural and cultural assets critical to our outdoor recreation economy
- Job creation and economic growth in the clean energy sector.

### 3. TERMS AND TERMINATION:

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

**4. APPROVALS:** Executed and effective by the undersigned parties as of the date signed. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE PARTIES HERETO** have executed this instrument.

\_\_\_\_\_  
Dick Fosbury  
Blaine County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Stephen McDougall Graham  
Blaine County Clerk

\_\_\_\_\_  
Mayor Ned Burns  
City of Bellevue

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
City of Bellevue Clerk

\_\_\_\_\_  
Mayor Martha Burke  
City of Hailey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
City of Hailey Clerk

\_\_\_\_\_  
Mayor Neil Bradshaw  
City of Ketchum

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
City of Ketchum Clerk



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Right-of-Way Encroachment Agreement 20652 with Idaho Power for underground power lines and conduit in the City Right-of-Way.**

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20652 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20652 with Idaho Power."**

The reasons for the recommendation are as follows:

- The encroachment is necessary to underground power distribution lines
- The encroachment will have no impact on pedestrian or public access

Introduction and History

Idaho Power would like to install approximately 284' ft. of underground power lines and conduit within the City's Right-of-Way of Alpine Lane. Underground power facilities not located within public Rights-of-Way will be located within private utility easements. The proposed power infrastructure also includes the installation of new pad mountain transformers and a sector box on private property. Placement of the power infrastructure on private property will be a separate review through the Planning Department to ensure compliance with applicable zoning codes.

Analysis

Engineering and Streets have reviewed the layout of the proposed utilities. No above grade facilities are proposed within the City's ROW. The underground power lines as proposed do not impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 20652

**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 20652**

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

### *RECITALS*

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

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

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

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

### *TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install power infrastructure identified in Exhibit "A" within the public right-of-way of Alpine Lane, until notified by Ketchum to remove the 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.

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

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors

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

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

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

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

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

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

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

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

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

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

CITY OF KETCHUM:

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

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

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

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

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

[illegible]

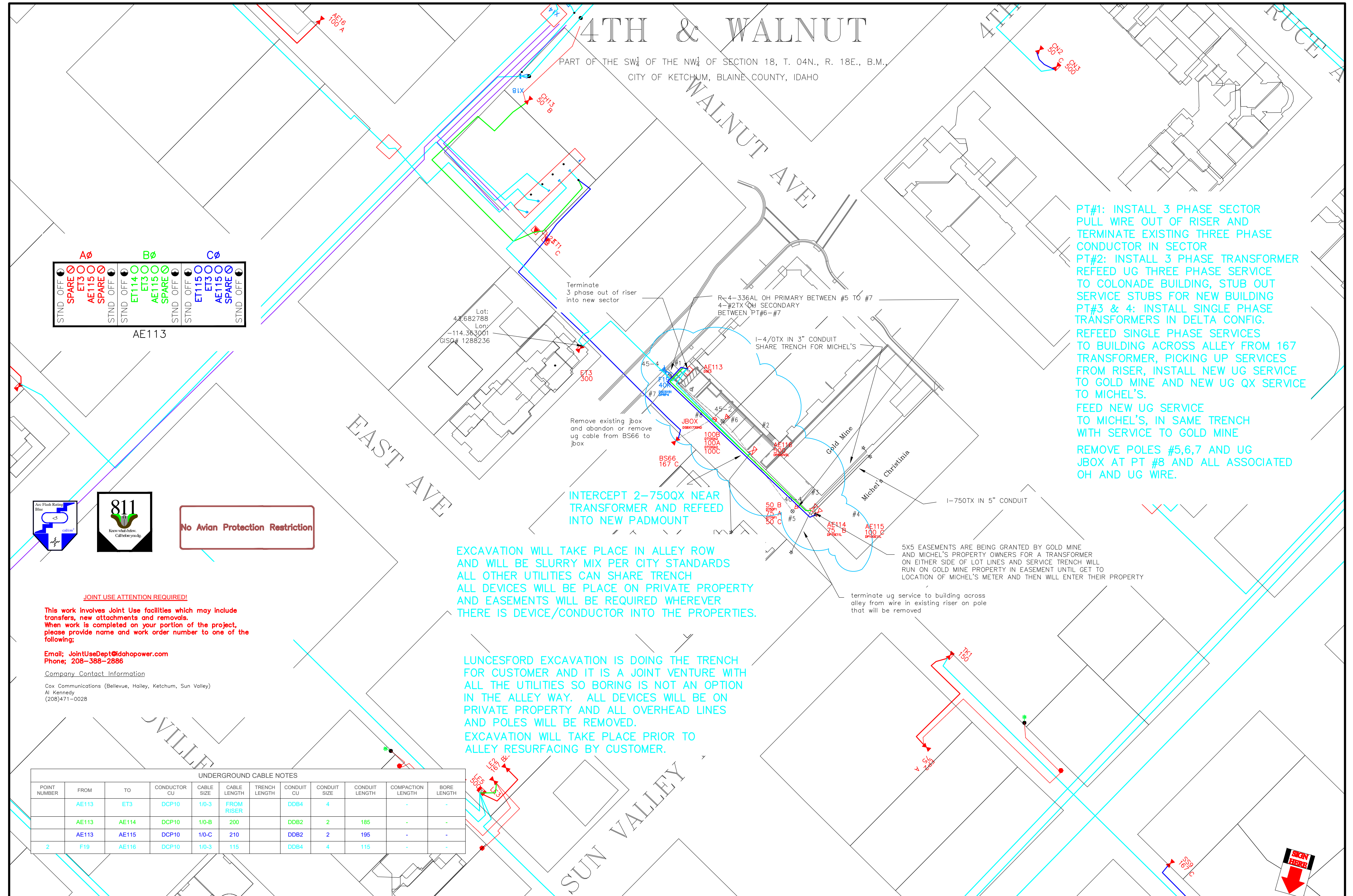
On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation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

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

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



## EXHIBIT “A”



PT#1: INSTALL 3 PHASE SECTOR  
PULL WIRE OUT OF RISER AND  
TERMINATE EXISTING THREE PHASE  
CONDUCTOR IN SECTOR  
PT#2: INSTALL 3 PHASE TRANSFORMER  
REFEED UG THREE PHASE SERVICE  
TO COLONADE BUILDING, STUB OUT  
SERVICE STUBS FOR NEW BUILDING  
PT#3 & 4: INSTALL SINGLE PHASE  
TRANSFORMERS IN DELTA CONFIG.  
REFEED SINGLE PHASE SERVICES  
TO BUILDING ACROSS ALLEY FROM 167  
TRANSFORMER, PICKING UP SERVICES  
FROM RISER, INSTALL NEW UG SERVICE  
TO GOLD MINE AND NEW UG QX SERVICE  
TO MICHEL'S.  
FEED NEW UG SERVICE  
TO MICHEL'S, IN SAME TRENCH  
WITH SERVICE TO GOLD MINE  
REMOVE POLES #5,6,7 AND UG  
JBOX AT PT #8 AND ALL ASSOCIATED  
OH AND UG WIRE.

EXCAVATION WILL TAKE PLACE IN ALLEY ROW  
AND WILL BE SLURRY MIX PER CITY STANDARDS  
ALL OTHER UTILITIES CAN SHARE TRENCH  
ALL DEVICES WILL BE PLACE ON PRIVATE PROPERTY  
AND EASEMENTS WILL BE REQUIRED WHEREVER  
THERE IS DEVICE/CONDUCTOR INTO THE PROPERTIES.

LUNCESFORD EXCAVATION IS DOING THE TRENCH  
FOR CUSTOMER AND IT IS A JOINT VENTURE WITH  
ALL THE UTILITIES SO BORING IS NOT AN OPTION  
IN THE ALLEY WAY. ALL DEVICES WILL BE ON  
PRIVATE PROPERTY AND ALL OVERHEAD LINES  
AND POLES WILL BE REMOVED.  
EXCAVATION WILL TAKE PLACE PRIOR TO  
ALLEY RESURFACING BY CUSTOMER.

UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
	AE113	ET3	DCP10	1/0-3	FROM RISER		DDB4	4			
	AE113	AE114	DCP10	1/0-B	200		DDB2	2	185		
	AE113	AE115	DCP10	1/0-C	210		DDB2	2	195		
2	F19	AE116	DCP10	1/0-3	115		DDB4	4	115		

**JOINT USE ATTENTION REQUIRED!**  
This work involves Joint Use facilities which may include transfers, new attachments and removals.  
When work is completed on your portion of the project, please provide name and work order number to one of the following:  
Email: JointUseDept@idahopower.com  
Phone: 208-388-2886

**Company Contact Information**  
Cox Communications (Bellevue, Halley, Ketchum, Sun Valley)  
Al Kennedy  
(208)471-0028

SWPP: ---  
Job Title: WALNUT & 4TH LLC - 371 & 391 N WALNUT AVE/KET REL OH TO UG FAC  
Additional Description: UNDERGROUND EXISTING OVERHEAD LINE, SET NEW 3 PHASE AND SINGLE  
Additional Description: PHASE TRANSFORMER TO SERVE NEW AND EXISTING LOAD

Feeder Map File Name: KCHM1302  
Qua 1  
Twn 04N  
Rng 18E  
Sec 18  
Mer BM  
State ID  
County Blaine

Surveyed or GPS: GPS  
Joint Use Attachment: YES  
Pre-Built Date: ---  
Built as Designed: ---  
Construction Date: ---  
Operating Voltage: 12.5kV

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

Customer: ---  
Date: ---  
Designer: CLP8023  
Design No: 0000147564  
Work Order No: 27571366

IDAHO POWER Co. WORK ORDER MAP

SCALE: 1" = 50'

Sheet 1 of 1



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Right-of-Way Encroachment Agreement 20731 with Idaho Power for underground power lines in the City Right-of-Way.**

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20731 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20731 with Idaho Power."**

The reasons for the recommendation are as follows:

- The new underground power lines will have no impact on pedestrian or public access.
- The transformer on private property will be screen by existing vegetation.
- The encroachment will provide underground power to the ADU at 311 E Canyon Run Blvd

Introduction and History

Idaho Power would like to install approximately 50 ft. of underground power lines in conduits via boring within the E Canyon Run Right-of-Way. The new underground power lines and transformer will facilitate a line extension to a new transformer and provide service to the ADU at 311 E Canyon Run.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation of the encroachment.

Analysis

Engineering and Streets reviewed the layout of the proposed utilities. No new above grade facilities are proposed within the City's ROW. As proposed the project would not impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 20731

**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 20731**

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

### *RECITALS*

WHEREAS, Owner wishes to permit placement of new underground electrical power lines and conduits in the right-of-way on East Canyon Run Blvd. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

### *TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install underground power infrastructure identified in Exhibit "A" within the public right-of-way of East Canyon Run Blvd, 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.
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 vault, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from

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

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

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

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

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

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

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

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

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

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

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

OWNER:

CITY OF KETCHUM:

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

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

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

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

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

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

[illegible]

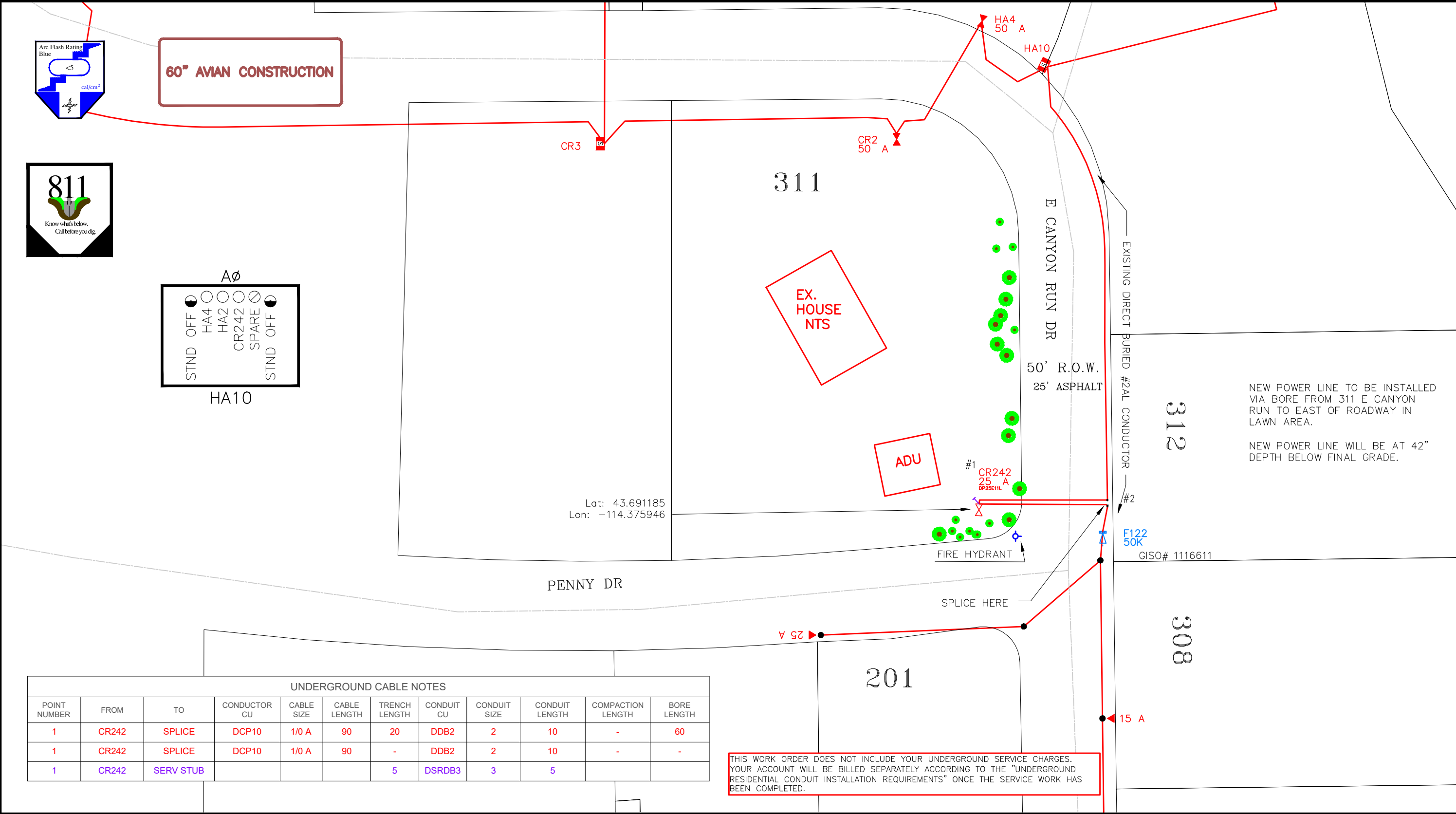
On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation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

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

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

## EXHIBIT “A”





UNDERGROUND CABLE NOTES											
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	CR242	SPLICE	DCP10	1/0 A	90	20	DDB2	2	10	-	60
1	CR242	SPLICE	DCP10	1/0 A	90	-	DDB2	2	10	-	-
1	CR242	SERV STUB				5	DSRDB3	3	5		

Job Title:  
**CLAUDIA GRAHAM - 311 E CANYON RUN BLVD/KET INSTALL PDMT XFMR**

Additional Description:  
**INSTALL PRIMARY UNDERGROUND LINE EXTENSION TO NEW TRANSFORMER**

Additional Description:  
**AND 400AMP ADU. BORE UNDER E CANYON RUN DR.**

SWPP: Pending

Feeder Map File Name: **KCHM1803**

Qua  
**1**

Twn  
**04N**

Rng  
**17E**

Sec  
**12**

BM  
**BM**

State  
**ID**

County  
**Blaine**

Surveyed or GPS: **GPS**

Joint Use Attachment: **NO**

Pre-Built Date: **9/25/2021**

Built as Designed: **----**

Construction Date: **----**

Operating Voltage: **7.2kV**

North

WEST

FDR By: **----**

Date: **----**

ArcFM By: **----**

Date: **----**

Designer: **CDC0468**

Design No: **0000149158**

Work Order No: **27577074**

Customer:

Date:



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 22552 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way**

#### Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 22552 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 22552 with Cox Communications."**

The reasons for the recommendation are as follows:

- This encroachment was necessary to provide continued services for existing Cox customers.
- The encroachment has no impact on pedestrian or public access.
- The encroachment was part of a shared trench project with Idaho Power associate with undergrounding power lines for 760 Washington.

#### Introduction and History

As part of the shared trench project with Idaho Power, Cox Communications install approximately 720 ft of new fiber and conduit within the City's right-of-way beginning south of 6<sup>th</sup> St. and extending north of 8<sup>th</sup> St. in the alley west of Warm Springs Road. Four above grade pedestals were located on private property to facilitate undergrounding of communication lines associated with Idaho Power's undergrounding project.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair of the encroachment or relocation.

#### Analysis

Staff reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance. This work has been completed.

#### Financial Impact

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

#### Attachments:

Encroachment Agreement 22552

**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 22552**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and \_\_\_\_\_, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120<sup>th</sup> St., Omaha, NE 68164.

### *RECITALS*

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on public alley right of way west of Warm Springs Road beginning South of 6<sup>th</sup> Street and terminating north 8<sup>th</sup> Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

### *TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit "A" within the public alley right of way west of Warm Springs Road beginning South of 6<sup>th</sup> Street and terminating north 8<sup>th</sup> Street, 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.
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 vault, 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.

OWNER:

CITY OF KETCHUM:

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

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

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

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

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

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

[illegible]

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

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

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

## EXHIBIT “A”



REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Galena Engineering, Inc.



VICINITY MAP  
SCALE: 1"=500'

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. A SITE SURVEY OF EXISTING UTILITIES WAS NOT CONDUCTED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE DRY UTILITY FACILITIES IMPACTS AND JOINT TRENCH CONSTRUCTION (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.  
- **PROOF-ROLLING:** AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPMC 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE WORK SHALL CONFORM TO ISPMC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
- ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1813, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. REPAIR AND REPLACE IN KIND ALL EXISTING FEATURE OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
- RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS AND RIGHT-OF-WAY.
- CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM STANDARDS.

GENERAL NOTES

- THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH THE PROPOSED EXTENTS OF THE NEW COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED MARCH 17, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
- RIGHT-OF-WAY INFORMATION SHOWN HEREON IS APPROXIMATE PER BLAINE COUNTY GIS.
- SUB-SURFACE UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
- GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO THIS MAP.
- TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40 DEGREES AND RISING.
- IF THERE IS A MATERIAL CHANGE FROM APPROVED DRAWINGS, PROVIDE AS-BUILT DRAWINGS TO CITY WHEN COMPLETED FOR CITY RECORDS.
- CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING:  
-PUBLIC NOTICING  
-DUST, MUD, SAND, AND GRAVEL CONTROL ON ALL STREETS  
-TEMPORARY RESTROOMS  
-THE SITE SHALL BE KEPT IN A CLEAN AND ORDERLY CONDITION.  
-TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS, AND MATERIALS SHALL BE STORED IN NEAT TIDY PILES.
- STAGING LOCATION MUST BE COORDINATED WITH THE CITY OF KETCHUM.
- CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS, NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.

CITY OF KETCHUM- WATER DEPARTMENT NOTE

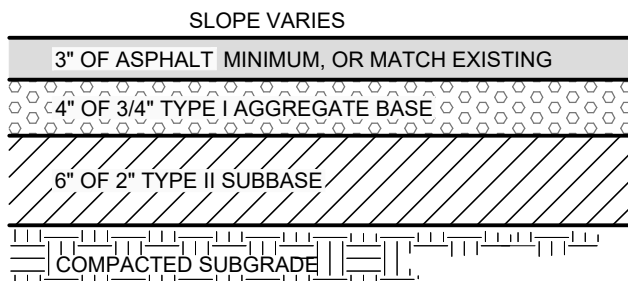
NO LESS THAN 6 FT. OF SEPARATION FROM ALL UTILITY INFRASTRUCTURE, BOTH WATER AND SEWER, IS REQUIRED. 6 FT IS THE DISTANCE REQUIRED FOR BANK LAYBACK NEAR ANY LINES. CONTRACTOR SHALL CONFIRM SEPARATIONS.

CITY OF KETCHUM- STREET DEPARTMENT NOTES

- MAY 1ST STARTING DATE IS WEATHER DEPENDENT.
- DIG PERMIT IS REQUIRED WHICH WILL REQUIRE DETAILED TRAFFIC CONTROL PLAN.
- SIZE OF PROJECT REQUIRES INCREASED BOND AMOUNT (TO BE DETERMINED). PLEASE PROVIDE A COST ESTIMATE OF STREET REPAIRS REQUIRED FOR PROJECT.
- PUBLIC NOTICE ANNOUNCEMENT IN MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE IMPACTED ARE REQUIRED AT LEAST THREE DAYS IN ADVANCE.
- CONTRACTOR NEEDS TO BE ON JOB DAILY UNTIL COMPLETE (WEEKENDS AND HOLIDAYS EXCLUDED).
- FLAGGERS WILL BE REQUIRED AT RESIDENTIAL AND BUSINESS ENTRANCES AS NEEDED. THIS WILL NEED TO BE ADDRESSED ON DETAILED TRAFFIC CONTROL PLAN.
- KEEP ONE LANE OPEN ALWAYS UNLESS FULL CLOSURE IS NECESSARY (ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED).
- KEEP TRENCHING CUTS STRAIGHT AND NEAT.
- ALL ASPHALT CUTS TO BE SAWCUT AND TWO FEET BACK FROM THE DEEPEST UNDERMINE.
- CONTRACTOR WILL NOT TRENCH MORE THAN CAN BE SLURRIED AND BACKFILLED PER DAY.
- NO HOLES OPEN OVERNIGHT MORE THAN ONE FOOT DEEP (UNLESS PLATED OR BARRICADED PER THE MUTCD).
- CONTRACTOR IS REQUIRED TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY (SWEEP).
- STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACK FILL, SLURRY, AND ASPHALT.
- KEEP ASPHALT CUT JOINTS OUT OF WHEEL LANES IF POSSIBLE.

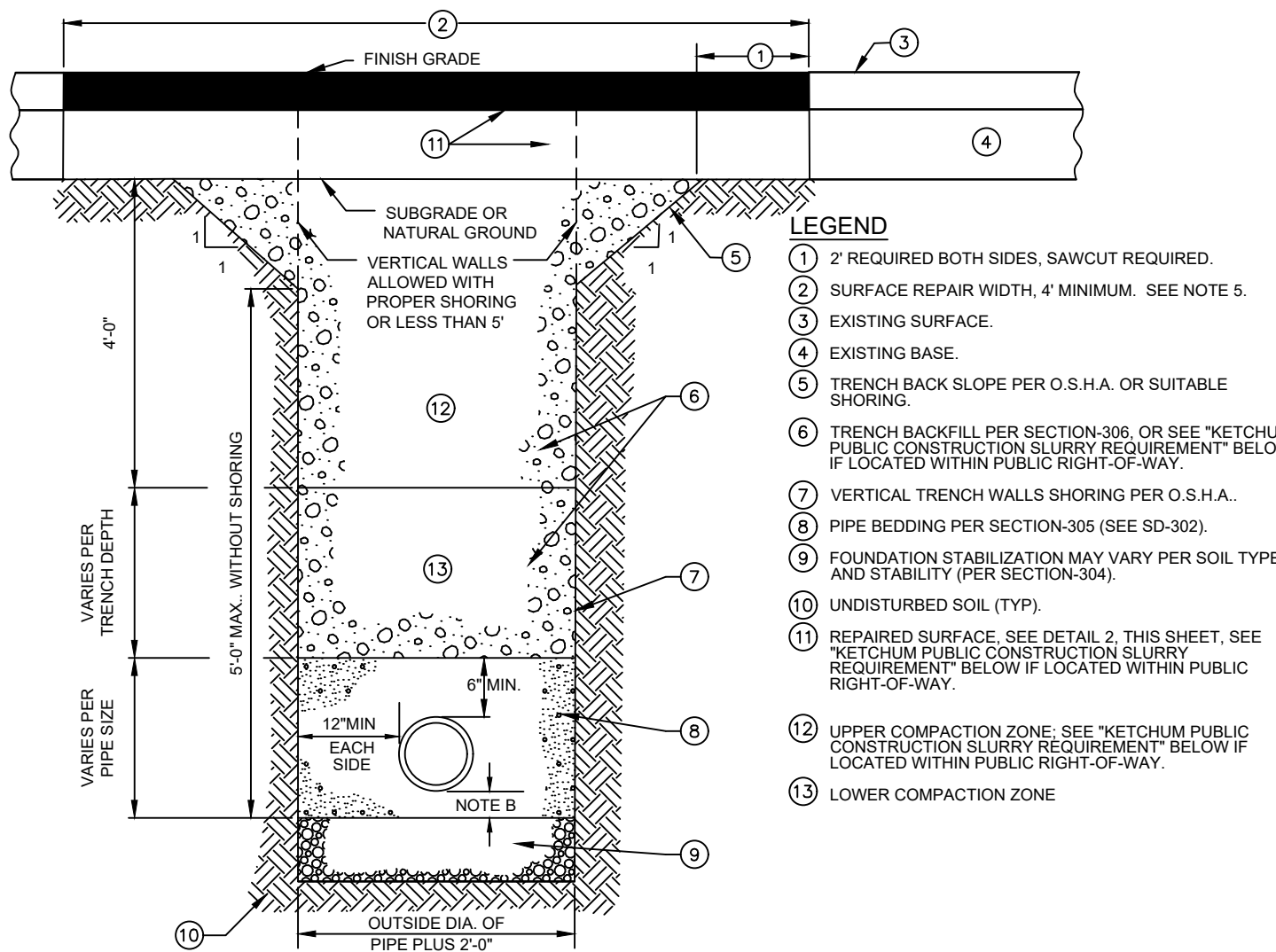
2  
C1.0

TYPICAL STREET ASPHALT SECTION  
CITY OF KETCHUM STANDARD DRAWING NO. 3  
N.T.S.



1  
C1.0

TYPICAL TRENCH  
CITY OF KETCHUM STANDARD DRAWING NO. 12  
N.T.S.



KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

COARSE AGGREGATE (3/4\"	2,800 LBS
SAND	800 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL. (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

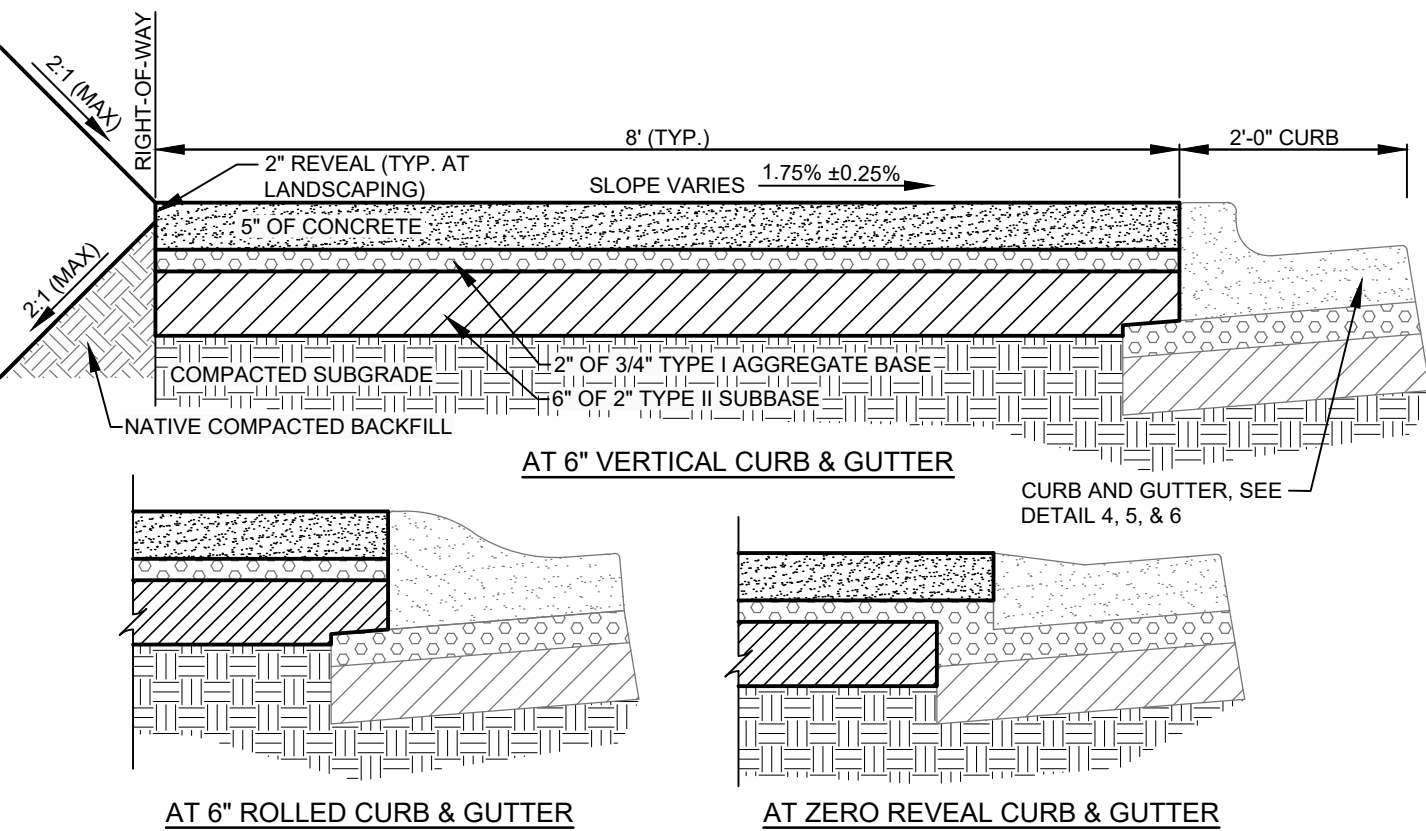
NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL, OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

NOTES:

- TRENCH EXCAVATION PER SECTION-301.
- PIPE BEDDING PER SECTION-305.
- BACKFILL AND COMPACTION PER SECTION-306.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPMC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

3  
C1.0

CONCRETE SIDEWALK WITH CURB AND GUTTER  
CITY OF KETCHUM STANDARD DRAWING NO. 7  
N.T.S.



NOTES:

- INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
- 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE. PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
- SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/8" WIDE, 3/4" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
- WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
- SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
- MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

PURPOSE: ISSUE FOR ENCROACHMENT PERMIT (04/06/21)

NO. DATE BY REVISIONS

GALENA  
ENGINEERING, INC.  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83333  
(208) 788-1705  
email galena@galena-engineering.com

DESIGNED BY  
FRM  
DRAWN BY  
SKS  
CHECKED BY

ORIGINAL ON FILE AT  
OFFICE OF GALENA  
ENGINEERING  
(HAILEY, ID)

PROFESSIONAL ENGINEER  
LICENSED  
17618  
STATE OF IDAHO  
SAMANTHA STAHLNECKER

ORIGINAL SIGNED BY  
SAMANTHA STAHLNECKER  
DATE ORIGINAL SIGNED:  
04/08/2021

COVER SHEET  
COX COMMUNICATIONS: WARM SPRINGS RD ALLEY

LOCATED WITHIN SECTION 13, T.4N, R.11E, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR COX COMMUNICATIONS

PROJECT INFORMATION  
P:\sds\proj\17652-05\dwg\Construction\17652-05\_COX PLANS- Warm Springs Alley 6th to 8th.dwg 03/26/21 1:48:07 PM

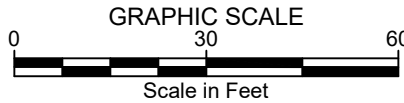
C1.0



REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.



PLAN VIEW: WARM SPRINGS RD ALLEY, 6TH ST TO 8TH ST



- LEGEND**
- PROPERTY LINE PER BLAINE COUNTY GIS
  - EXISTING OVERHEAD POWER LINE PER IDAHO POWER
  - EXISTING POWER POLE
  - EXISTING WATER MAIN
  - EXISTING FIRE HYDRANT
  - EXISTING WATER VALVE
  - EXISTING SEWER MAIN
  - PROPOSED COMMUNICATIONS LINE
  - EXISTING COMMUNICATIONS LINE
  - PROPOSED UTILITY POLE PER IDAHO POWER
  - PROPOSED COMMUNICATIONS PEDESTAL
  - EXISTING COMMUNICATIONS VAULT
  - PROPOSED LIMITS OF JOINT TRENCH, APPROXIMATE  
SEE DETAILS 1-3, SHEET C1.0 FOR TRENCHING AND REPAIR

**NOTES**

- SEE SHEET C1.0 FOR ADDITIONAL NOTES.
- AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
- THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW JOINT TRENCH COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED MARCH 17, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
- SUB-SURFACE UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
- ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.



OP12123 Pedestal  
Interior Dimensions:  
Cover: 12" x 12" x 25"  
Base: 13" x 13.5" x 15"

OP12126 Pedestal  
Interior Dimensions:  
Cover: 12" x 12" x 32"  
Base: 13" x 13.5" x 15"



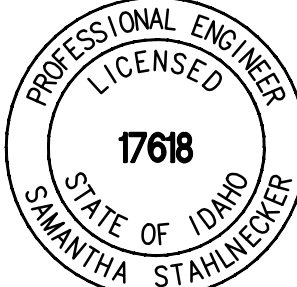
Available in Light Green, Dark Green and Beige.

1  
C2.0

PEDESTAL DETAIL  
N.T.S.

**PLAN SHEET**  
**COX COMMUNICATIONS: WARM SPRINGS RD ALLEY**  
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR COX COMMUNICATIONS

ORIGINAL SIGNED BY  
SAMANTHA STAHLNECKER  
DATE ORIGINAL SIGNED:  
04/06/2021



ORIGINAL ON FILE AT  
OFFICE OF GALENA  
ENGINEERING  
(HAILEY, ID)

DESIGNED BY  
FRM  
DRAWN BY  
SKS  
CHECKED BY

**GALENA**  
ENGINEERING, INC.  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83433  
(208) 788-1705  
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR ENCROACHMENT PERMIT (04/06/21)

NO. DATE BY REVISIONS

C2.0





## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve the 760 N Washington Ave Mixed-Use Condominium Subdivision Preliminary Plat and FAR Exceedance Agreement #22741**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the Preliminary Plat and adopt the findings of fact, conclusions of law, and decision for a condominium subdivision submitted by Sam Stahlnecker, of Galena Engineering on behalf of the property owner, SV Ventures, LLC. Staff also recommends approval of FAR Exceedance Agreement #22741, memorializing the voluntary commitment of the applicant to provide community housing in exchange for increased floor area. The request is a condominium subdivision application for the development of a new 11,319 square foot mixed-use development at 760 N Washington Ave, requiring 906 square feet of community housing.

Recommended Motion: "I move to approve the 760 N Washington Ave mixed-use condominium preliminary plat application, as conditioned, and adopt the findings of fact, conclusion of law, and decision, as it conforms to all applicable subdivision regulations for a preliminary plat and condominium subdivision."

Recommended Motion: "I move to approve FAR Exceedance Agreement #22741, between the city and SV Ventures, LLC for the 760 N Washington Mixed-Use project."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats and Condominium Subdivisions contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission reviewed the application and unanimously voted to recommend approval, as conditioned, on September 21, 2021.
- All city departments have reviewed the proposal and have no issue with the proposed condominium subdivision.
- The applicant will provide a payment in lieu of community housing in the amount of \$215,733, prior to issuance of a building permit, per the exceedance agreement.

### Introduction and History

The Applicant is proposing an 11,319 square foot three-story mixed-use development (the “project”), located at 760 N Washington Avenue (the “subject property”). The subject property is a mid-block interior lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) with a one-story cabin on site. The existing building was built in 1940. The building is not on the Historic Buildings/Site List being reviewed by the Historic Preservation Commission and has not otherwise been identified as one which gives historical or cultural importance to the neighborhood or community.

Adjacent to the property is a two-story office building to the north and a vacant parking lot to the south. To the west, the block between 7th St and 8th St consists of one and two-story single-family residences. As proposed, the project proposes to demolish the existing structure and build a three-story mixed-use building with ground floor commercial, two residential dwelling units on the second floor, and one residential dwelling unit on the third floor. Two of the dwelling units are less than 2,000 square feet, the remaining unit is more than 2,000 square feet. A total of seven parking spaces are required for the project, six standard parking spaces and one ADA parking space. The project proposes a total of six off-street parking spaces. The project meets the parking requirements by receiving on street parking credit for two spaces (KMC §17.125.050.D).

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The Preliminary Plat was submitted on May 10, 2021, in conjunction with the Preapplication Design Review application, and was held until the Final Design application was received. The Final Design and Preliminary Plat applications were reviewed concurrently and were deemed complete on September 29, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on October 8, 2021.

### Analysis

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. As shown in the draft Findings of Fact (Attachment C), the subdivision application meets all requirements for a preliminary plat and a condominium plat. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

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

The alley between N Washington Ave and Warm Springs Rd from 7<sup>th</sup> Street to 8<sup>th</sup> Street is not fully paved and not maintained by the City of Ketchum. The applicant proposes to pave the full width of the alley, for the length of the subject property. The applicant will be required to maintain the alley

adjacent to the subject property until such time as the full length of the alley is improved to City standards.

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

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-077.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

#### Sustainability

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

#### Financial Impact

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

#### Attachments

- A. Application and supplemental materials
- B. Preliminary Plat Plan Set
- C. Draft City Council Findings of Fact, Conclusions of Law, and Decision
- D. FAR Exceedance Agreement #22741

# Attachment A:

## Application and Supplemental Materials



City of Ketchum  
Planning & Building

**CERTIFIED  
COMPLETE**  
9-29-21

**Preliminary Plat  
Subdivision Application**

OFFICIAL USE ONLY	
Application Number	P21-044
Date Received	5-7-21
By	nr
Fee Paid	2625.00
Approved Date	
By	

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Lofts at 760 Washington Avenue			
Owner of Record: SV Ventures, LLC			
Address of Owner: PO Box 5023, Ketchum, ID 83340			
Representative of Owner: Galena Engineering			
Legal Description: Ketchum Lot 6 Block 13			
Street Address: 760 N Washington Avenue			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 5 Residential Condominium Units			
Total Land Area: +/- 5,501 sf (0.13 acres)			
Current Zoning District: Community Core (CC) Mixed Use Subdistrict			
Proposed Zoning District: N/A			
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:			
Easements to be dedicated on the final plat: <b>Existing Idaho Power and Centurylink Easements as shown.</b>			
Briefly describe the improvements to be installed prior to final plat approval: <b>Certificate of Occupancy per 16.04.070C1a</b>			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

*Stacy Jones*

5/3/21


Applicant Signature

Date

**Instrument # 680742**

HAILEY, BLAINE, IDAHO  
03-25-2021 9:41:46 AM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile

## **Sun Valley Title**

 A TitleOne Company

Order Number: 20393295

### **Warranty Deed**

For value received,

**Andrew Joseph Castellano, Trustee of The Andrew Joseph Castellano Trust dated September 28, 1999**

the grantor, does hereby grant, bargain, sell, and convey unto

**SV Ventures, LLC, an Idaho limited liability company**

whose current address is 100 Sun Valley Rd Suite 1497 Sun Valley, ID 83353

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 6, Block 13 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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 and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, 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: March 21, 2021

The Andrew Joseph Castellano Trust dated September 28, 1999

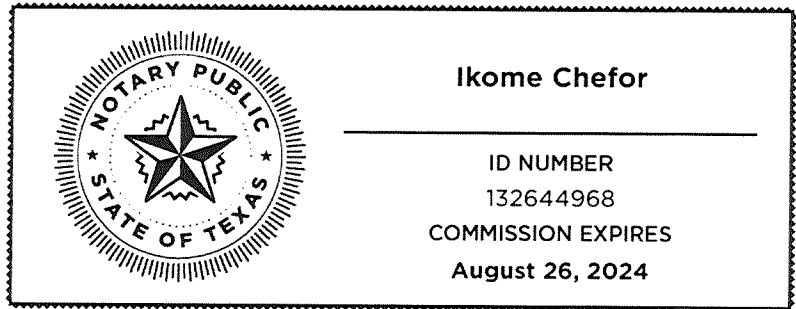
Andrew Joseph Castellano  
By: Andrew Joseph Castellano, Trustee

State of Texas, County of Harris, ss.

On this 24th day of March in the year of 2021, before me, the undersigned, a notary public in and for said state personally appeared Andrew Joseph Castellano, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The Andrew Joseph Castellano Trust and acknowledged to me that he/she executed the same as trustee.

(Signature)

Notary Public  
Residing In: Houston, TX  
My Commission Expires: 08/26/2024  
(seal)



Notarized online using audio-video communication

File Number: 20393295

### Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

**If you have any closing questions, please contact your Escrow team:**

Alison Warner	Beth Landes
ali@sunvalleytitle.com	beth.landes@sunvalleytitle.com
(208)726-9341	

**TitleOne Corporation dba Sun Valley Title State License: 712444**

**If you have any title questions, please contact your Title Officer:**

Nick Busdon	Sun Valley Title Address:
nbusdon@sunvalleytitle.com	271 1st Avenue North, PO Box 2365
(208)726-9341	Ketchum, ID 83340

**Agents / Brokers and Transaction Coordinators**

Reid Sanborn  
Engel & Volkers Sun Valley  
reid.sanborn@evusa.com  
(208)720-8244

Jessica Blake  
jessica.blake@evusa.com

Matt Bogue  
matt@kenny-bogue.com  
(208)720-7948

Theresa Curnow  
theresa.curnow@engelvoelkers.com





**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

Title Resources Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A large, stylized handwritten signature in black ink, appearing to be "WK".

\_\_\_\_\_  
An authorized signature



*Title Resources Guaranty Company*

By: \_\_\_\_\_  
President/CEO  
*Michael Gayden*  
Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

## Privacy Policy Notice

Rev. 10-23-2017

FACTS		WHAT DOES SUN VALLEY TITLE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and account balances</li><li>• Payment history and credit card or other debt</li><li>• Checking account information and wire transfer instructions</li></ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Sun Valley Title chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Sun Valley Titleshare?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don’t share
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes- information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Questions?	Go to <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>		

Page 2	
<b>Who we are</b>	
<b>Who is providing this notice?</b>	Sun Valley Title
<b>What we do</b>	
<b>How does Sun Valley Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Sun Valley Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
<b>Other Important Information</b>	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>

<b>For our California Customers</b>	Please see our notice about the California Consumer Protection Act located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>
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FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i></b></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i></b></li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

Issuing Office: TitleOne Corporation dba Sun Valley Title  
 ALTA® Universal ID: 1065022  
 Commitment Number: 20393295

**SCHEDULE A**

**1. Commitment Date: December 2, 2020 at 07:30 AM**

**2. Policy or Policies to be issued:**

<b>X ALTA Owners Policy (6/17/06)</b>	<b>Standard Coverage</b>	<b>Policy Amount:</b>	<b>\$950,000.00</b>
<b>Proposed Insured:</b>		<b>Premium:</b>	<b>\$2,932.00</b>
Galena Peak Partners, LLC			

**3. The estate or interest in the land described or referred to in this Commitment is:**

Fee Simple

**4. Title to the estate or interest in the Land is at the Commitment Date vested in:**

Andrew Joseph Castellano, Trustee of the Andrew Joseph Castellano Trust dated September 28, 1999

**5. The Land described as follows:**

See Attached Schedule C

**Title Resources Guaranty Company**

TitleOne Corporation dba Sun Valley Title

**By:**

**Nick Busdon, Authorized Signatory**



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

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of said land is:  
  
760 N Washington Ave, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
9. The Company will require a copy of the Operating Agreement and other related documents for Galena Peak Partners, LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

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## SCHEDULE B, PART II

### Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes for the year 2019 are paid in full.  
Parcel Number: RPK00000130060  
Original Amount: \$3,273.44
9. Taxes, including any assessments collected therewith, for the year 2020 which are due and payable, but not delinquent.  
Parcel Number: RPK00000130060  
Original Amount: \$3,114.96  
Without homeowner's exemption
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded May 2, 1889 in Book 1 of Patents, at Page [389](#).
13. 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.

(End of Exceptions)

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**SCHEDULE C**

**Legal Description:**

Lot 6, Block 13 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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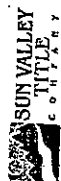
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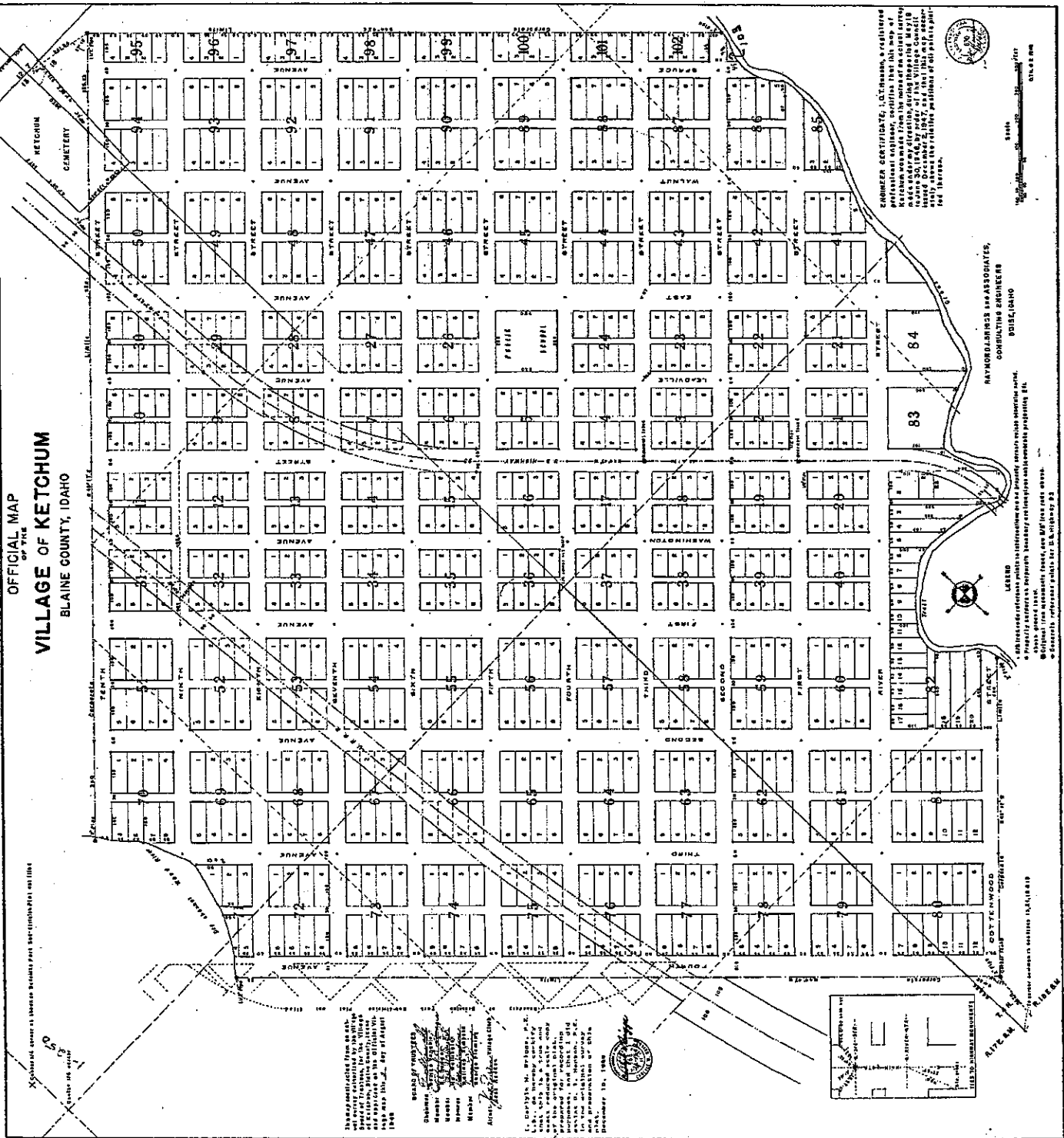


302967

STATE OF IDAHO  
COUNTY OF BLAINE  
City of Ketchum  
AT 4:03 PM  
2-13-89  
RECORDED  
BY [Signature]  
FEES \$11.00



THIS MAP IS A PHOTOGRAPHIC REPRODUCTION OF  
THE ORIGINAL MAP ON FILE IN THE  
SUN VALLEY TITLE COMPANY OFFICE. THE COMPANY ASSUMES NO  
LIABILITY FOR INACCURACIES, IF ANY, WITH ANOTHER  
ON RE-SHOWN.





Parcel Number

**RPK00000130060**

Property Year

**2020**

Legal Description

KETCHUM  
LOT 6 BLK 13  
5500SF

Base Code Area

003-001

Incr Code Area

003-014

Project Name

KETCHUM 003-001

Property Address

760 N WASHINGTON AVE  
KETCHUM ID 83340

Parcel Status

Active

Property Type

Real Property

Sub Type

Owner/Contact Name	Type	Relationship	Owner%	HOE
CASTELLANO ANDREW JOSEPH TRUST	OWNER	TRUSTEE1	0.00%	
ANDREW JOSEPH CASTELLANO TRUST	OWNER	TRUST	100.00%	

Mailing Address  
PO BOX 1180  
KETCHUM ID 83340

Land Group

KETCHUM TOWNSITE

Township

4N

Range

17E

Section

13

Location Code

ERES

Parcel Type

Zoning

Associated Parcels

PP1P00000T3060

Building Permits

None

Reappraisal Year

2016

Inspection Date

04/13/2018

Appraiser Initials

TLR

Name(s) shortened for printing. Type &amp; percent are from data conversion. Refer to actual instrument(s).

Parcel Exemption: None

CB: No NC: No

Tax Certification	District	Roll	Type	Units	Amount	Instrument	Eff Date	Action	Source	Target	Comments
						649431	01/22/2018	Ownership	2018		
						648932	12/22/2017	Ownership	2017		
						641814	02/28/2017	Ownership	2017		
						639470	11/04/2016	Ownership	2016		

CHARACTERISTIC				ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
SCC	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
21	LAND			PRIMARY	NO	E	0.126	\$ 448,910	\$ 0	\$ 448,910	\$ 90,750	\$ 358,160
42	COMM	1		PRIMARY	NO	E		\$ 84,027	\$ --	\$ 84,027	\$ 0	\$ 84,027
TOTALS:							0.126	\$ 532,937	\$ 0 --	\$ 532,937	\$ 90,750	\$ 442,187

ROLL STATUS: E Equalized (Final)

**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY**

PARCEL NUMBER

**RPK00000130060**

TAX CODE AREA

003-001

LEGAL DESCRIPTION

KETCHUM

LOT 6 BLK 13

5500SF

PRIMARY PROPERTY ADDRESS

760 N WASHINGTON AVE

KETCHUM ID 83340

CASTELLANO ANDREW JOSEPH TRUSTEE  
 ANDREW JOSEPH CASTELLANO TRUST DATED 8/28/1999  
 PO BOX 1180  
 KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 11/30/2020
<b>\$ 3,114.96</b>	BALANCE AS OF 11/30/2020 10:19 am
TOTAL	

Tax Year Assessment Roll

Bill Number: 333740

**2020****PRIMARY**

FIRST HALF

SECOND HALF

FULL YEAR

VALUATION

<b>TAX / CERTIFICATION</b>			
Charges	\$ 1,557.48	\$ 1,557.48	\$ 3,114.96
Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
<b>LATE CHARGE</b>			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
<b>FEES</b>			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
<b>INTEREST</b>			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
<b>AMOUNT DUE</b>	<b>\$ 1,557.48</b>	<b>\$ 1,557.48</b>	<b>\$ 3,114.96</b>

TAXABLE VALUE: \$ 532,937

**CHARGES**

Tax Code Area: 003-001 Levy: 0.005844856  
 Tax Charge: \$ 3,114.96  
 Certifications: \$ 0  
**TOTAL CHARGES: \$ 3,114.96**

The amount due shown here is as of 10:19 am on November 30, 2020, with interest calculated to November 30, 2020.

CASTELLANO ANDREW JOSEPH TRUSTEE

PO BOX 1180

KETCHUM ID 83340-0000

Bank Code

Details

Code Area

003001

Districts

Values

Property Description

☐ Possible  
Deferred Tax

☐ Pre Paid \$

☐ SubRoll

Interest Date

11/30/202



Calculate

Total Due

3,114.96



History  
Print

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2020	3114.96	1557.48	1557.48	3114.96	0.00	0.00	0.00	0.00
2019	0.00	0.00	0.00	3273.44	-3273.44	0.00	0.00	0.00
2018	0.00	0.00	0.00	3159.02	-3159.02	0.00	0.00	0.00
2017	0.00	0.00	0.00	2580.60	-2580.60	0.00	0.00	0.00
2016	0.00	0.00	0.00	1934.64	-1934.64	0.00	0.00	0.00
2015	0.00	0.00	0.00	2172.86	-2172.86	0.00	0.00	0.00
2014	0.00	0.00	0.00	2205.02	-2205.02	0.00	0.00	0.00
2013	0.00	0.00	0.00	2049.94	-2049.94	0.00	0.00	0.00
2012	0.00	0.00	0.00	2721.24	-2721.24	0.00	0.00	0.00

Public Pre-Paid | Tax Summary



PrePaid Details

Year	Transaction Date	Prepaid Amount	Packet #	Payment Status	Reversed Amount	Reversed Date	Reversed #	Paye Intent

**ARTICLES OF INCORPORATION  
OF  
THE IDA BUILDING OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of The IDA Building Owners Association, Inc. (“**Articles**”):

**ARTICLE I  
NAME**

The name of the corporation is The IDA Building Owners Association, Inc. (the “**Association**”).

**ARTICLE II  
TERM**

The period of existence and duration of the life of the Association is perpetual.

**ARTICLE III  
NONPROFIT**

The Association is a nonprofit, membership corporation.

**ARTICLE IV  
REGISTERED AGENT**

Reid Sanborn, whose street address is 291 N. First Ave., Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for The IDA Building, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the “**Declaration**”). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the “management body” of the Project in accordance with the Condominium Act.

**ARTICLE VI  
MEMBERSHIP & VOTING RIGHTS**

**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among



themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

## ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors are as follows:

Reid Sanborn	291 N. First Ave. Ketchum, Idaho 83340
Garrison Belles	100 Sun Valley Rd. #1497 Ketchum, ID 83340
Jon Gilmour	PO Box 5973 Ketchum, Idaho 83340

## ARTICLE VIII DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was

created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

**ARTICLE IX**  
**AMENDMENTS**

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

**ARTICLE X**  
**INCORPORATOR**

The name and address of the incorporator of the Association is:

Reid Sanborn  
291 N. First Ave.  
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this \_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Reid Sanborn, Incorporator

**BYLAWS**  
**OF**  
**THE IDA BUILDING OWNERS ASSOCIATION, INC.**

These Bylaws (these “**Bylaws**”) of The IDA Building Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), are applicable to the Project as identified in that certain Condominium Declaration for The IDA Building, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the “**Declaration**”). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein have the meaning set forth in the Declaration.

**ARTICLE 1 - MEMBERS**

Section 1.1 Membership and Voting. **Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner’s title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members each year on such date as the Board may designate. At such meeting, the Members may transact such business as may properly come before them if a quorum is present.

Section 1.3 Special Meetings. The president, or in the absence of the president, any other officer of the Association, will call a special meeting of the Association as directed at any time by resolution of the Board or upon request of Grantor, or, after the Initial Development Period, upon the Association's receipt, in any twenty-one (21) day period, of signed, written requests from fifty percent (50%) or more of the total voting power of the Association. The notice of all special meetings will be given as provided in Section 1.6 of these Bylaws, and will state the nature of the business to be undertaken. No business will be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the Association, either in person or by proxy.

Section 1.4 Order of Business. The order of business at all meetings will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business.

Section 1.5 Place of Meetings. Meetings of the Association will be held in the location designated by the Board, which location will be a suitable place in the Project or close thereto. Such meetings will be conducted in accordance with Robert's Rules of Order.

Section 1.6 Notice of Meetings. Notice of annual or special meetings of the Association will be delivered, mailed or emailed to all Members, and will be given not less than five (5) days nor more than thirty (30) days prior to the time of said meeting and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person's absence, by the Association's secretary of the previous annual meeting, or, in both persons' absence, by the Members having one-quarter (1/4) of the total voting power in the Association. The mailing of a notice (postage prepaid) or the emailing of a notice in the manner provided in this Section 1.6, is considered notice served. If no address has been furnished to the Association's secretary, notice is deemed to have been given to a Member if posted in a conspicuous place in the Project.

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

Section 1.8 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy is revocable by the Member who executed the proxy at any time and automatically ceases after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event will a proxy be valid after eleven (11) months from the date of its execution.

Section 1.9 Action without Meeting. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who

would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

## ARTICLE 2 - BOARD

Section 2.1 Number and Qualification. The business and affairs of the Association is managed by the Board. The Board consists of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect and remove directors as provided in these Bylaws; and (b) any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Section 2.2 Powers. The Board's power on behalf of and in respect of the Association will be all powers and privileges permitted to be exercised by a Board of a nonprofit corporation under applicable law, subject only to such limitations as are expressly stated in the Condominium Documents and the Condominium Act. The Board will conduct, direct, and exercise full control over all activities of the Association. Unless otherwise provided in the Condominium Documents, any action taken by the Board on behalf of the Association, will be sufficient to bind the Association and will conclusively evidence the authority of the Board with respect thereto. The Board is vested with, and responsible for, the powers and duties identified in the Declaration.

Section 2.3 Annual meetings. Annual meetings of the Board may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2.4 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 2.5 will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 2.5 Notice. Notice of any special meetings of the Board will be hand delivered, mailed, or emailed to all directors at least three (3) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notice shall be deemed received upon hand delivery or refusal to accept hand delivery, two (2) days after deposit in a regular depository of the United States mail with postage prepaid, or when sent if sent by email unless the sender learns that the recipient did not receive the email. Notwithstanding the foregoing, actual notice however and from whomever received shall always be effective.

Section 2.6 Waiver of Notice. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not

present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

Section 2.7 Quorum. A majority of the number of directors fixed by Section 2.1 will constitute a quorum for the transaction of business at any meeting of the Board. Any act taken by a majority of the directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.8 Voting. Each director will have one (1) vote as a director.

Section 2.9 Action without a Meeting. Any Board action that may be taken at a meeting may be taken without a meeting if all directors sign a consent setting forth the action so taken.

Section 2.10 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Grantor. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining directors, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board shall continue to conduct business as if no vacancy existed. A vacancy or vacancies will be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any director, or in the case the full number of authorized directors are not elected at any meeting at which such election is to take place.

Section 2.11 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for the Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Association or its manager.

Section 2.12 Committees. The Board, by resolution, may from time to time designate such committees as the Board desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee will provide for the appointment of its members, as well as a chairperson, will state the purpose of the committee, and will provide for reports, termination, and other administration matters as deemed appropriate by the Board.

Section 2.13 Books, Financial Statements and Audit. The Board will cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. Financial statements for the Association will be prepared regularly and, upon request, copies will be made available to each Member of the Association as follows:

(a) A pro forma operating statement or budget representing the Association for each “fiscal year” (which will begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year will begin on the date of incorporation) will be made available to the Members not less than fifteen (15) days prior to the beginning of each fiscal year.

(b) Within ninety (90) days after the close of each fiscal year, the Association will cause to be prepared and made available to each Member, a balance sheet as of the last day of the Association’s fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. The operating statement will include a schedule of Assessments received and receivable.

Section 2.14 Removal. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the



director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 2.15 Term. Directors appointed by the Grantor during the Initial Development Period shall serve until the earlier of the following: (a) death; (b) resignation; (c) removal; or (d) the date of the first annual meeting of the Members after expiration of the Initial Development Period. At the first annual meeting of the Members after the expiration of the Initial Development Period, and each annual meeting thereafter, the Members shall elect the directors. Directors so elected by the Members shall serve until the earlier of: (i) the next annual meeting of the Members; (ii) death; (iii) resignation; or (iv) removal. Notwithstanding anything to the contrary contained herein, despite the expiration of a director's term, the director continues to serve until the director's successor is appointed or elected, and qualifies, or until there is a decrease in the number of directors. At the expiration of a director's term (i.e. on the date of the first annual meeting of the Members after the director's election), the director's successor (which may be the same individual) shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

### ARTICLE 3 - OFFICERS

Section 3.1 Designation. The principal officers of the Association will be a president, a vice president, secretary, and a treasurer, all of whom will be elected by the Board. The Board may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 3.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board, and each officer will hold office for one (1) year unless such officer will sooner resign or will be removed or otherwise disqualified.

Section 3.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any annual meeting of the Board, or any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the president or secretary of the Association. Any such resignation will take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board will not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 3.4 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any officer, agent, or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

Section 3.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3.6 President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction,

and control of the business of the Association. The president will be ex officio a member of all standing committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 3.7 Vice President. The vice president will take the place of the president and perform such duties whenever the president will be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board will appoint a member of the Board to do so on an interim basis. The vice president will also perform such other duties as will from time to time be imposed by the Board or these Bylaws.

Section 3.8 Secretary. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

Section 3.9 Treasurer. The treasurer will have responsibility for the Association's funds and securities and will be responsible for keeping, or causing to be kept, full and accurate accounts of the financial transactions of the Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Association. The treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The treasurer will disburse the funds of the Association as may be ordered by the Board in accordance with the Declaration, will render to the president and directors upon request, an account of all transactions as treasurer and of the financial condition of the Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

#### ARTICLE 4 - ASSESSMENTS PROCEDURES

The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, and other matters) will be as set forth in the Declaration or as otherwise set forth in the Condominium Documents.

#### ARTICLE 5 - INDEMNIFICATION AND INSURANCE

Section 5.1 Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Association; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 5.3 or Section 5.4(c).

Section 5.2 Indemnification. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of

the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

Section 5.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 5.2 or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5.4 Determination of Standard of Conduct. Except as provided in Section 5.3, any indemnification under this Article will be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.2, as determined by:

- (a) A majority vote of directors who are not parties to such proceeding;
- (b) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;
- (c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or
- (d) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

Section 5.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 5.6 Extent and Limitations of Indemnifications. No indemnification or advance will be made under this Article, except as provided in Section 5.3 or Section 5.4(c), in any circumstance where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 5.7 Beneficial Effect. This Article will create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right will extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given will not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy, or otherwise.

Section 5.8 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

## ARTICLE 6 - ASSOCIATION RECORDS

The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article 6. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

## ARTICLE 7 - CONFLICTING PROVISIONS

If any provision of these Bylaws conflicts with applicable law, the Declaration, or the Articles, such conflicting provision will be severable and the other provisions of these Bylaws will remain in full force and effect.

## ARTICLE 8 - AMENDMENTS TO BYLAWS

These Bylaws may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of at least sixty-five percent (65%) of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

*[Remainder of page intentionally left blank; adoption on the following page.]*

**CONSENT OF DIRECTORS OF THE  
THE IDA BUILDINGOWNERS ASSOCIATION, INC.  
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of the The IDA BuildingOwners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Jon Gilmour is hereby elected vice president and secretary of the Association, and Garrison Belles is hereby elected treasurer of the Association.

This Consent of Directors of the The IDA Building Owners Association, Inc. in Lieu of Meeting is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**DIRECTORS:**

\_\_\_\_\_  
Reid Sanborn

\_\_\_\_\_  
Jon Gilmour

\_\_\_\_\_  
Garrison Belles

## CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of The IDA Building Owners Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 10 pages, including this page, constitute the Bylaws of The IDA Building Owners Association, Inc., and were duly adopted by the Board pursuant to that “**Consent of Directors of The IDA Building Owners Association, Inc. in Lieu of Meeting**,” dated effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Gilmour, Secretary



**CONDOMINIUM DECLARATION  
FOR  
THE IDA BULIDING**

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## **EXHIBITS**

- EXHIBIT A — Legal Description of the Property
- EXHIBIT B — Plat of The Residences at Seven Eighty1st Ave
- EXHIBIT C — Articles of Incorporation
- EXHIBIT D — Proportionate Interest in Common Area

## CONDOMINIUM DECLARATION

### FOR

### THE IDA BUILDING

THIS CONDOMINIUM DECLARATION FOR THE IDA BUILDING (this “**Declaration**”) is made effective as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by SV Ventures LLC, an Idaho limited liability company (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

#### SECTION 1 RECITALS

**1.1 Property Covered.** Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”), as shown on the final plat for The IDA Building, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2021, as Instrument No. \_\_\_\_\_, Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “**Plat**”).

**1.2 Residential Use.** Grantor intends to develop the Property with a residential condominium building (the “**Building**”) in accordance with the Plat, this Declaration, and the development approvals now or hereinafter obtained from the City of Ketchum and other governing authorities. The Property, together with the Building and every other building, improvement, or structure thereon, and every easement or right appurtenant thereto, is referred to in this Declaration as the “**Project**.”

**1.3 Purpose.** The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to Condominium Act, designate Common Area and Limited Common Area, create the Association as the management body to administer the Project pursuant to the Condominium Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime (collectively “**Restrictions**”).

#### SECTION 2 DECLARATION

Grantor hereby declares that the Project and every Condominium and portion thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with and subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Condominium Act; and (b) to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality residential condominium development. This Declaration shall: (i) run with the land and shall be binding upon any Person having or acquiring any right, title, or interest in the Project and every Condominium and portion thereof; (ii) inure to the benefit of the Project and every portion thereof; and (iii) inure to the benefit



of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Unit or portion of the Project, and their successors, heirs, and assigns.

### SECTION 3 ADDITIONAL DEFINITIONS

**“Applicable Laws”** means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

**“Articles”** mean the Articles of Incorporation of the Association, a true, correct, and certified copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective such amendment must reference this Declaration, as amended, and be recorded in the real property records of Blaine County, Idaho.

**“Assessments”** mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same.

**“Association”** means The Residences at Seven Eighty Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

**“Association Rules”** means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.7.3 hereof.

**“Board”** means the board of directors of the Association.

**“Bylaws”** mean the bylaws of the Association, as the same maybe amended from time to time in accordance with the provisions thereof.

**“Carport”** means each of carports 101, 201, and 302 identified on the Plat. Grantor hereby designates each Carport as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Carport 101 is Limited Common Area for the Exclusive Use of Unit 101, Carport 201 is Limited Common Area for the Exclusive Use of Unit 201, and so forth), to the exclusion of all others

**“Common Area”** means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary or beneficial to the Project.

**“Condominium”** means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as percentages of the entire ownership

interest in the Common Area), as set forth on Exhibit D attached hereto and incorporated herein by this reference.

**“Condominium Act”** means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as may be amended from time to time.

**“Condominium Documents”** means this Declaration, the Plat, the Articles, the Bylaws, the Associate Rules, the Management Agreement, the Owner Maintenance Manual, and any other procedures, rules, regulations, or policies adopted under such documents by the Board, as the same may be amended from time to time according to their terms.

**“Deck”** means each of decks 101, 201, 202, 203, 204, 301, and 302 identified on the Plat, and includes the railings or fences thereon. Grantor hereby designates each Deck as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Deck 101 is Limited Common Area for the Exclusive Use of Unit 101, Deck 102 is Limited Common Area for the Exclusive Use of Unit 102, and so forth), to the exclusion of all others.

**“Garage”** means each of garages 101, 201, and 301 identified on the Plat. Grantor hereby designates each Garage as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Garage 201 is Limited Common Area for the exclusive use of Unit 201 and Garage 301 is Limited Common Area for the exclusive use of Unit 301), to the exclusion of all others.

**“Limited Assessment”** means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.5 herein.

**“Limited Common Area”** means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

**“Management Agreement”** means any agreement and all amendments thereto entered into by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation the Common Area, by the Management Company.

**“Management Company”** means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

**“Mortgage”** means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

**“Mortgagee”** means any Person or any successor to the interest of such Person named as the mortgagee, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of an Owner’s interest in its Condominium, or successor to the interest of such Owner, is encumbered.

**“Occupant”** means any Person, other than an Owner, that resides in a Unit, including, without limitation, family members, guests, and Tenants.

**“Owner”** means the record owner, whether one or more Persons, holding fee simple title to a Unit, excluding Mortgagees, unless and until such Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings or obtains a deed to such Unit in lieu of such foreclosure or other proceedings.

**“Person”** means an individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government, government subdivision or agency, and any other legal entity.

**“Regular Assessment”** means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.3 herein.

**“Special Assessment”** means that portion of the costs of the capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.4 herein.

**“Storage Area”** means each of storage areas 101, 201, 202, and 301 identified on the Plat. Grantor hereby designates each Storage Area as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Storage Area 101 is Limited Common Area for the exclusive use of Unit 101, Storage Area 201 is Limited Common Area for the exclusive use of Unit 201, and so forth), to the exclusion of all others.

**“Tenant”** shall mean any Person leasing all or any part of a Condominium from any Owner.

**“Unit”** means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A)

bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit, except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are seven (4) Units at the Project: Unit 101, 201, 202 and 301, as each are identified on the Plat.

## **SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**4.1 Estates of an Owner of a Condominium.** The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit D.

**4.2 Title.** Title to a Condominium may be held or owned by any Person and in any manner in which title to any other real property may be held or owned in the State of Idaho.

**4.3 No Further Division.** No Owner may divide, adjust, or further condominiumize such Owner's Unit without the prior written approval of the Association, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws.

**4.4 Inseparability of Condominiums.** No part of a Condominium, or of the legal rights comprising ownership of a such Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred, and otherwise affected only as a complete Condominium and shall not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium together with all appurtenant rights created by law or this Declaration.

**4.5 Partition of Common Area Not Permitted.** The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

**4.6 Taxes and Assessments.** Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible

Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

**4.7 Owner's Rights with Respect to Interiors.** Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures subject to the terms and conditions of the Condominium Documents, including without limitation Section 7 of this Declaration.

## **SECTION 5 EASEMENTS**

**5.1 Easements for Encroachments.** If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth under the Building, or by changes in position caused by repair or reconstruction of the Building or any part thereof. Notwithstanding the foregoing, no Owner shall be entitled to deliberately and intentionally encroach on the Common Area without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Unit Owner.

**5.2 Easements of Access for Repair, Maintenance, and Emergencies.** Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's Occupants, invitees, or

licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

**5.3 Owner's Right to Ingress, Egress, and Support.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to that Owner's Condominium, and shall have the right to the horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.

**5.4 Association's Right to Use of Common Area.** The Association shall have the right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration or other Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

**5.5 Grantor's Right Incident to Construction.** Grantor and Persons it shall select, shall have the express and unconditional right to ingress and egress over, upon and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Building and Units shown on the Plat or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or such Owner's Occupants, invitees, or licensees.

**5.6 Certain Easements Benefit City.** The easements herein granted to an Owner for ingress and egress to and from such Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easements shall not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of the City of Ketchum.

**5.7 Emergency 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 property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum.

The Owners expressly acknowledge that the Association and the Ketchum Fire Department shall each have one master key capable of accessing all doors connected to the common security system of the Building. The Owners expressly agree to notify the Association prior to re-keying



any lock in the Building controlled by a common security or access system and agree to use a locksmith approved by the Board.

**5.8 Recorded Easements.** The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

**5.9 Easements for Annual Inspection.** Any Person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of Condominium Documents.

**5.10 Easements Deemed Created.** All conveyances of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1 through 5.10 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

## **SECTION 6 DESCRIPTION OF CONDOMINIUM**

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit shown on the Plat with appropriate reference to the Plat and to this Declaration, as each appears on the records of Blaine County, Idaho, in the following manner:

Unit \_\_\_\_ as shown on the final plat of The IDA Building, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2021, as Instrument No. \_\_\_\_\_, Book \_\_\_\_ of Plats at Pages \_\_\_\_ through \_\_\_\_ (as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for The IDA Building recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2021, as Instrument No. \_\_\_\_\_ (as may have been heretofore amended or supplemented).

Such description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

## **SECTION 7 USE OF CONDOMINIUMS**

**7.1 Single-Family Residential.** The Residential Units shall be used exclusively for single-family residential purposes and other uses incidental thereto as permitted by Applicable Law. Except for Home Occupations permitted pursuant to this Section, no Unit shall be used at any time for commercial or business activity. A “**Home Occupation**” shall be any gainful occupation conducted in a Unit by an Occupant thereof, provided that the home office or studio

located thereon does not exceed four hundred (400) square feet in size and is located entirely within the Unit, and further provided that such Home Occupation is conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. A Unit may be used for other Home Occupations only upon a written approval signed by all Owners, which approval may be subject to such requirements and conditions as the Owners and/or Association deems appropriate, and which Home Occupation must be conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. No Home Occupation may: (a) involve highly combustible materials; (b) involve retail operations; (c) use power equipment or tools; (d) cause abnormal automotive or pedestrian traffic at the Project; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet at the Project and are sent to other locations; (g) involve other uses that, in the reasonable opinion of the Board, would detract from the residential character of the Project. It shall not be a violation of this Section for an Owner to lease its Condominium in accordance with Section 7.2. The use of a Condominium for a shelter home, as the same is defined in Idaho Code § 67-6530, whether or not operated for profit, shall for the purposes of this Declaration be a commercial or business use to the fullest extent permitted by Applicable Law.

**7.1.1 Commercial.** The Commercial Unit on the ground floor shall be used exclusively for commercial purposes and other uses incidental thereto as permitted by Applicable Law.

**7.2 Leasing.** Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner's Tenant as if such Tenant were the Owner. Any Owner who leases a Condominium shall comply with all Applicable Laws, including without limitation Fair Housing Act to the extent it applies to such Owner. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner's Condominium excessively loud or otherwise disruptive.

**7.3 Obstructions of Common Area.** Except to the extent installed or placed by Grantor or the Association, there shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of the Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

**7.4 Maintenance of Interiors and Limited Common Area.** Each Owner shall keep such Owner's Unit, including, without limitation, interior walls, windows, floors, ceilings, windows, doors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of operating condition and repair and shall keep the heating and air conditioning equipment, water heater, and other utility systems and related devices exclusively serving the Owner's Unit in a good state of operating condition and repair and free from any odor and/or mold. Each Owner shall keep the Limited Common Area designated for the exclusive use of such Owner in a clean, sanitary, and attractive condition, and good state of operating condition and repair, including removal of snow and ice on such Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on, or around the

Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, shall be kept on any exterior Limited Common Area (including without limitation all Decks). If Grantor has caused to be prepared and delivered to the Owners a preventative maintenance manual containing minimum maintenance or other standards applicable to the individual Units and/or the Limited Common Area appurtenant thereto (an “**Owner Maintenance Manual**”), then each Owner shall cause the Units and Limited Common Areas owned by such Owner to be maintained in accordance with the requirements set forth in the Owner Maintenance Manual. The requirements set forth in the Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions.

## **7.5 Prohibition of Damage and Certain Activities.**

7.5.1 No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or such Owner’s Tenants, Occupants, invitees, or licensees, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner’s Tenants, Occupants, invitees, or licensees.

7.5.2 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No business or Home Occupation, no noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board’s approval. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are not loud or excessively bright in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.5.3 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.

7.5.4 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration or other Condominium Documents.

7.5.5 Except as allowed by Association Rules or by prior written approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices for use in or about the Building which may be heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts, or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.5.6 Owners shall not do or permit anything to be done in or about any Unit or in the Common area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board or which would be in violation of Applicable Law. Any Owner taking or permitting any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.

7.5.7 Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Occupants in the Building, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, on, or about the Building.

7.5.8 Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any adult bookstore, adult movie theater, boarding house, or any other activity expressly prohibited by the Board.

**7.6 No Hazardous Activities.** No activities shall be conducted at the Project which are or might be unsafe or hazardous to any Person or property, as reasonably determined by the Board. Such prohibition includes, without limitation, the discharge of firearms and participation in archery activities, and the use of any outdoor wood burning devices.

**7.7 Over the Air Reception Devices.** All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one Grantor or the Association may install one common antenna or other device to receive over the air transmissions, which antenna or device shall be located on the Project in a location designated and approved by the Grantor or the Board (a "Common Antenna"). In event a Common Antenna is installed, all Owners who desire to use any antenna or device to receive over the air transmissions shall be required to use the Common Antenna, subject to reasonable restrictions related thereto established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing such antenna or devices. Those Owners using the Common Antenna shall share the costs and expenses associated therewith in the manner reasonably determined by the Board.

In the event a Common Antenna has not been installed, Owners shall be permitted to install small satellite dishes or other devices within the service well on the roof of the Building for cable services using the electrical conduit system located in the core of the Building, subject to the prior written approval of the Board. In the event that a satellite dish or other device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.8 Energy Devices, Outside.** No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), shall be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.9 Signs.** No more than one (1) sign will be allowed to be displayed on or within a Unit or the Deck appurtenant thereto at the same time to advertise the Lot for sale or or to advertise the Lot during the course of construction, and all such signs shall be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size. The commercial unit will be allowed commercial signage for the occupying business in accordance with applicable city code and ordinances. Except as set forth above, no signs of any kind, including, without limitation, decorations, banners, holiday signs, or political or commercial signs, shall be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing signs.

**7.10 Window Treatments.** No window or glass tinting or coverings shall be permitted, including any appliques, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

**7.11 Water Beds.** No water beds shall be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Areas may occur as a result of a violation of this restriction.

**7.12 Appliances.** No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the

installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

**7.13 Construction and Structural Alterations.** An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, such Owner shall first obtain the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.13 shall comply with all Applicable Laws.

**7.14 Sewer System Restrictions.** No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste and generally accepted household cleaners into the sewer system either directly or through any Owner's waste disposal unit(s). The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

**7.15 Deck Restrictions.** Decks shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Deck in accordance with this Section. Any item to be stored shall be stored and maintained either wholly within the interior of the Owner's Unit, Storage Area, in such other designated by the Board, if any. Any plants or similar items kept on a Deck shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on a Deck (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on the Decks. Decks shall be kept in a clean and orderly fashion. Owners shall not hang any items from the Decks or the railings thereon, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Deck. No shelving, storage devices or apparatuses, or other improvements or alterations shall be permanently affixed to any Deck, except upon the prior written approval of the Board.



**7.16 Garage Restrictions.** Garages shall be used only for the storage of operable vehicles that fit therein when the Garage door is closed, and for the storage of non-combustible and otherwise non-hazardous material that fit therein when the Garage door is closed. Doors to the Garages shall remain closed at all times except when depositing or retrieving items therefrom.

**7.17 Carports Restrictions.** Carports shall be used only for the storage of operable vehicles and bicycles that fit therein. The Owner to Condominium to which each Carport is appurtenant is responsible for maintaining the ground surface of the carport in safe and good operating condition and repair, including without limitation performing snow and ice treatment.

**7.18 Storage Area Restrictions.** Storage Areas shall be used only for the storage non-combustible and otherwise non-hazardous material that fit therein when the door to the Storage Area is closed. Doors to the Storage Areas shall remain closed at all times except when depositing or retrieving items therefrom.

**7.19 No Smoking.** The Project is hereby designated as “smoke free,” and no smoking of any kind is allowed at the Project. Notwithstanding the foregoing, the Board may from time to time designate certain outdoor areas of the Project as “Permitted Smoking Areas,” in which event smoking shall be allowed only in such designated areas. Neither Grantor nor the Association guarantees a smoke free environment at the Project or any portion thereof.

**7.20 Animals/Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner’s personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all such Household Pets shall be properly restrained and controlled at any time they are within the Project. “**Household Pets**” means indoor domesticated dogs and indoor domesticated cats. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon the written request of the Board. An “excessively noisy” Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any portion of the Project necessitated by such Household Pet.

**7.21 Assistance Animals.** Notwithstanding anything to the contrary contained in Section 7.20 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq.*, as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who

are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

**7.22 Right to Enjoy and Use Units.** Each Owner shall be entitled to use and enjoy the Owner's Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner's Unit. Notwithstanding the foregoing, no Owner shall be entitled to use the Owner's Unit for any uses not allowed under the Ketchum Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

## **SECTION 8 THE IDA BUILDING OWNERS ASSOCIATION**

**8.1 Creation and Designation of Association.** Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the "management body" of the Project in accordance with the Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

**8.2 Membership and Voting.** "Member" means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of the a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be

appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

8.2.1 Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

8.2.2 Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

8.3 Member Meetings. The Association shall hold an annual meeting of the members and periodic special meetings of the members as set forth in the Condominium Documents. Subject to Sections 8.2.1 and 8.2.2, each Member shall be entitled to one (1) vote as a Member in the Association for each Unit owned by such Member.

8.4 Proxies. A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association shall not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws; and (b) upon the transfer of title to the Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium or to any Person that has assumed by contract, or otherwise, liability for paying Assessments of any Owner.

8.5 Board of Directors. The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period, the Owners have the right to elect and remove directors as provided in the Bylaws. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

**8.6 Delegation of Authority.** The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including the Management Company.

**8.7 Powers of the Association.** The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

8.7.1 Assessments. The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent.

8.7.2 Right of Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes:

8.7.2.1 The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Condominium Documents. If such improvements are located in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.7.2.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Condominium Documents.

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

8.7.2.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Condominium and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.7.3 Association Rules. The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project,

including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Condominium Documents (subject to applicable law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

8.7.4 Emergency Powers. The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Ketchum Fire Department and the Association shall have a master key to all locks in the Project. Owners further agree to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.5 Common Area. The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area.

8.7.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project, and/or for the preservation of health, safety, convenience and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

8.7.6.1 Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and, meters and other facilities associated with the foregoing;

8.7.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.7 Property for Common Use. The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a

particular Condominium, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area.

8.7.8 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, by the Owners on such terms as the Association deems reasonable or prudent.

8.7.9 Inspection. The power and authority to enter a Unit for the purpose of conducting regular maintenance inspections.

8.7.10 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

8.7.11 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association or management body, such as plat notes, development agreements, or conditions of approval.

8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

8.7.14 Improvements in Public Right-of-Way. The power and authority to enter into license and easement agreements with the City of Ketchum (or assume the duties and obligations under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).



8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights shall include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.22.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (individually, a "**Violation**"). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (c) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "**Remedial Period**"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

**8.8 Duties of the Association.** In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping, common seepage beds and the exterior of the Building, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

8.8.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer services, electric services, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.8.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Section 13 hereof.

8.8.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Building and improvements in the Project. The exterior maintenance shall include: painting, staining, repairing, restaining, replacing and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

8.8.6 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

8.8.7 Drainage Facilities. Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage area that would materially interfere with the Property's drainage system.

8.8.8 Maintenance of Records and Right of Inspection. The Association shall keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.8.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

**8.9 Immunity and Indemnification.** Each Owner understands and agrees that: (a) Grantor and its members, managers, agents, and employees, and (b) the Association its directors, officers, agents, employees, and committee members (each individually a "**Released Party**") shall be immune from personal liability to such Owner, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute willful misconduct on the part of such Released Party. The Association shall

indemnify, defend, and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Condominium Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

**8.10 Waiver of Consequential Damages.** Neither the Grantor nor the Association shall be liable to any Owner for, and each Owner releases the Grantor and the Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

## **SECTION 9 ASSESSMENTS**

**9.1 Covenant to Pay Assessments.** By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Condominium pursuant to the Condominium Documents. Assessments against a Condominium shall be a continuing lien on such Condominium until paid, whether or not ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Condominium. Delinquent Assessments related to a Condominium shall not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

**9.2 Rate of Assessment.** Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit D. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

### **9.3 Regular Assessments.**

**9.3.1 Purpose of Regular Assessments.** The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of its affairs as provided in this Declaration (including without limitation Section 8 hereof) and other Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, geothermal systems, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the "**Expenses**"). "Expenses" shall also include and an amount to fund adequate reserves for repairs, replacement, maintenance, and

improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

**9.3.2 Computation of Allocation for Regular Assessments.** Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in the Members or other circumstance makes its impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Section 9.

Except as provided herein, Regular Assessments shall be levied by the Association against Condominiums in proportion to their percentage ownerships in the Common Area as set forth on Exhibit D. Certain Expenses which exist only for the benefit of or only to serve a single Condominium or group of Condominiums (but not all Condominiums) shall only be levied against the Owners thereof in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D.

**9.4 Special Assessments.** In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for such amount. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D, while all Owners shall share such costs associated with the Common Area in proportion to their ownership interests set forth on Exhibit D.

**9.5 Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into

compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their percentage ownership interest set forth on Exhibit D, as applicable.

**9.6 Notice and Assessment Due Date.** Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessments shall be paid on or before the 1<sup>st</sup> of each month. The Board shall, in its reasonable discretion, determine the schedule under which Assessments (other than Regular Assessments) will be paid. If not paid within five (5) days after the due date, a one-time late charge equal to ten percent (10%) of the Regular Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days after the date of notice thereof to the Owner. If all or any part of an Assessment is not paid within five (5) days after its due date, then: (a) the delinquent Owner shall pay to the Association a late payment charge equal to 5% of the delinquent amount; and (ii) interest shall accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner shall pay to the Association an administrative fee in an amount set by the Board and thereafter the Association shall have the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

## **SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS**

**10.1 Right to Enforce.** The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

**10.2 Assessment Liens.** There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such

Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien shall be the "notice of assessment" described in the Condominium Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

**10.3 Method of Foreclosure.** To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

**10.4 Required Notice.** No action may be brought to foreclose the claim of lien provided for herein, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s).

**10.5 Subordination.** Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 10.5, the sale or transfer of any Condominium shall not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**10.6 Grantor Exemption.** Grantor is exempt from Assessments as set forth in Section 18.4.

## **SECTION 11 RIGHTS TO COMMON AREAS**

**11.1 Use of Common Area.** Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:



11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (a) the vote or written consent of Owners representing more than fifty percent (50%) of the total voting power in the Association, and (b) more than fifty percent (50%) of all Mortgagees; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

**11.2 Delegation of Right to Use.** Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right to the use and enjoyment of the Common Area to such Owner's Tenants, Occupants, invitees, or licensees.

**11.3 Damages.** To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of such Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

## **SECTION 12 MECHANIC'S LIEN RIGHTS**

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

## SECTION 13 INSURANCE

**13.1 Types of Insurance.** The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by the Board, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

13.1.1 Casualty Insurance. The Association shall obtain and maintain a "bare walls" insurance on the Building and other property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Building, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as the Board, in its reasonable opinion, deems consistent with good business practice. The Association's policy of casualty insurance does not insure individual Units or the betterments or improvements made thereto (including without limitation cabinets, countertops, sinks, floor coverings, paint, attached fixtures, utility systems serving only the Unit, and the like) or the personal property or other contents thereof, all of which shall be insured by the Unit Owner pursuant to Section 13.4 hereof.

13.1.2 Commercial General Liability Insurance. The Association shall and maintain a policy of commercial general liability insurance covering the activities of the Association, its Board, employees, and agents and have a combined single limit of not less than \$2,000,000 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000 per accident or occurrence.

13.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall cause the Management Company to purchase and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

13.1.4 Directors' and Officers' Liability Insurance. Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.

13.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

**13.2 Form**. Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first priority Mortgagees of Owners which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first priority Mortgagee requesting such notice. The Association shall furnish to each Owner and to Grantor a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

The commercial general liability policy shall name Grantor, the Management Company, and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Building.

**13.3 Insurance Proceeds**. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

**13.4 Owner's Own Insurance**. Each Owner shall obtain and maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, sinks, floor coverings, paint, attached fixtures, and the utility systems serving only the Unit), and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less

than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.4 shall: (a) name the Association and the Grantor as additional insureds with rights to enforce; (b) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner.

**13.5 Mutual Waiver of Subrogation Rights.** Whenever: (a) any loss, cost, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Grantor, Association, or Owner, or anyone claiming by, through, or under the Grantor, Association, or Owner in connection with the Project; and (b) the Grantor, Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. Grantor, the Association, and each Owner shall obtain and furnish evidence to the other Party of the waiver by its insurance carrier(s) of any right of subrogation.

## **SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION**

**14.1 Affects Title** Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Grantor and all subsequent Owners, whether or not it is expressed in the deed by which any Owner acquires a Condominium.

**14.2 Association As Agent.** All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

**14.3 General Authority of Association.** As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

**14.4 Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

**14.5 Repair or Reconstruction.** As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications without the written consent of all affected Owners, and the location of the Units shall be substantially the same as prior to damage or destruction.

**14.6 Funds for Reconstruction.** The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

**14.7 Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners requiring repair and/or reconstruction of such Owner's Unit in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

**14.8 Decision not to Rebuild.** If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the first priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

## SECTION 15 CONDEMNATION

**15.1 Consequences of Condemnation.** If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section shall apply.

**15.2 Proceeds.** All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the “**Condemnation Award**,” shall be payable to the Association.

**15.3 Complete Taking.** In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D, provided that if a standard different from the value of the Condominiums as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

**15.4 Partial Taking.** In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

**15.4.1 Allocation to Common Area.** The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D;

**15.4.2 Allocation to Condominiums.** The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner’s own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

**15.5 Reorganization.** In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner’s apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this

Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

**15.6 Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14 above.

## **SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS**

**16.1 Disclaimer and Waiver of Warranties.** Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.1.1 That Grantor hereby disclaims any and all warranties, express and implied, including without limitation the implied warranty of habitability and the implied warranty of fitness for a particular purpose, and by acceptance of a deed to a Condominium, each Owner waives and releases Grantor with respect to any such warranties;

16.1.2 That the Project is or may be located within or nearby certain airplane flight patterns, and/or subject to levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or relating to airplane flight patterns, and/or airplane traffic noise; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

16.1.3 That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.4 That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.5 That construction is an industry inherently subject to variations and imperfections, and items that 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; and that and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws; and



16.1.6 That creation of the Project shall not create any presumption, or duty whatsoever of Grantor with regard to security or protection of Person or property within or adjacent to the Project; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to such security or protection, or lack thereof.

## **SECTION 17 RESOLUTION OF DISPUTES**

**17.1 Agreement to Avoid Litigation.** Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its Board, officers, and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents (“**Claims**”) shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Section 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim

**17.2 Exemptions.** None of the following Claims shall be subject to this Section 17 unless all Bound Parties thereto agree in writing to submit such Claim to the dispute resolution procedures set forth in this Section 17:

17.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents;

17.2.4 Any Claim in which any indispensable party is not a Bound Party;

17.2.5 Any Claim against a Released Party that would be barred by Section 8.9;

17.2.6 Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any

Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

### **17.3 Dispute Resolution.**

17.3.1 Direct Discussions. Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

17.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's further assistance to resolve the Claim;

17.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

17.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing

party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein;

17.3.2.5 Elect to exempt the Claim from this Section 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law.

If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Section 17.

17.3.3 Enforcing Resolutions. If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Section 17 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Section 17. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

## **SECTION 18 INITIAL DEVELOPMENT PERIOD**

**18.1 Project Management**. Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Grantor to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Grantor's sole discretion by virtue of its voting rights as the Class B Member.

**18.2 Grantor Exemptions**. Grantor may, from time-to-time in Grantor's discretion and without first seeking or obtaining the approval of Association:

18.2.1 Make modifications or improvements to the Common Area as Grantor deems appropriate, and may also may modifications or improvements to any Unit prior to the conveyance thereof as Grantor deems appropriate;

18.2.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events;

18.2.3 Use or allow any third party to use any Condominium as a model home, sales office, or construction office;

18.2.4 Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard; and

18.2.5 Establish or reserve such additional covenants, conditions, restrictions, or easements on any Condominium prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Condominium or Project.

**18.3 Water Rights Appurtenant to Project.** Grantor owns or may own certain water rights which are appurtenant to the Project. Grantor hereby reserves unto itself any and all water rights appurtenant to the Project, and Owners of any and all Condominiums accordingly shall have no right, title, or interest in any of said water or water rights.

**18.4 Grantor's Exemption from Assessments.** If Grantor owns any Condominiums during the first two (2) years following the date Assessments are first assessed against the Owners of Condominiums, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Grantor. If Grantor owns at least one Condominium during such period, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Condominiums. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

**18.5 Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument(s) recorded in the real property records of Blaine County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned and the obligations assumed.

## **SECTION 19 TERM**

The easements created by this Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by Applicable Law. The remainder of this Declaration shall for a period of thirty (30) years commencing on the Effective Date, unless earlier amended or terminated in accordance with Section 20.1, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 20.1.

## **SECTION 20 MISCELLANEOUS**

### **20.1 Amendment.**

20.1.1 Amendment. During the Initial Development Period, Grantor shall have the exclusive right to amend or terminate this Declaration by executing a written instrument setting

forth such amendment or termination and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office. After the expiration of the Initial Development Period, any amendment to this Declaration or termination hereof shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office.

20.1.2 Effect of Amendment. Any amendment or termination of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such amendment or termination. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

20.1.3 Mortgagee Protection. Notwithstanding anything to the contrary in this Declaration, any amendment that may be of a material adverse nature to first-lien Mortgages must be approved by first-lien Mortgagees that represent at least fifty-one percent (51%) of the voting power of Units that are subject to first-lien Mortgages (where each first-lien Mortgagee has one vote per first-lien Mortgage owned). Any Mortgagee will be deemed to have given its implied approval of any amendment proposal if the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

**20.2 Mortgage Protection.** Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage stating its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

20.2.1 Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

20.2.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

20.2.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.2.4 Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

### **20.3 Enforcement and Non-Waiver.**

20.3.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the

ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Section 17) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein

20.3.2 Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

**20.4 Registration of Mailing Address**. Each Owner shall register such Owner's email address mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Blaine County Assessor's office. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association's registered agent on file with the Idaho Secretary of State. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

**20.5 Interpretation**. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles, and the following:

20.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

20.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 20.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word “including” shall be deemed to be followed by “but not limited to” unless otherwise indicated.

20.5.4 Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

20.5.5 Board Interpretation. In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board’s interpretation such provision shall be given deference so long as the interpretation is not arbitrary or capricious.

**20.6 Owner’s Obligations Continue.** All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

**20.7 Exhibits.** All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration shall control.

**20.8 Acknowledgement and Waivers.** All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit “as is, where is” with all faults.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]*



IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of the Effective Date.

**GRANTOR:**

SV Ventures LLC,  
an Idaho limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

This record was acknowledged before me on \_\_\_\_\_, 2021, by \_\_\_\_\_  
\_\_\_\_\_, as [manager/member] of SV Ventures LLC.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of the Property**

**EXHIBIT B**

**Plat of The IDA Building**

**EXHIBIT C**

**Articles of Incorporation**

**EXHIBIT D**

**Proportionate Interest in Common Area**

<b><u>Unit #</u></b>	<b><u>S.F.</u></b>	<b><u>% Ownership in Common Area</u></b>
Unit 101		%
Unit 201		%
Unit 202		%
Unit 301		%
<b>Total</b>		<b>100.00%</b>

# Attachment B:

## Preliminary Plat Plan Set



A CONDOMINIUM PLAT SHOWING

# THE LOFTS AT 760 WASHINGTON AVENUE

WHEREIN THE BUILDING ON LOT 6, BLOCK 13, KETCHUM TOWNSITE IS CONVERTED TO CONDOMINIUMS  
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
AUGUST 2021



SCALE: 1" = 20'

## LEGEND

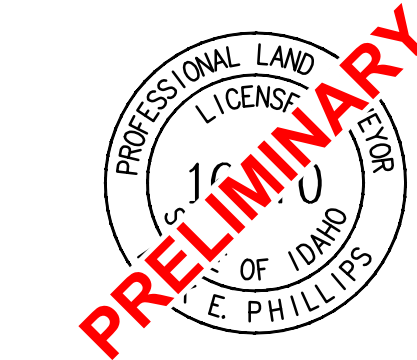
	Property Line		Building
	Adjoiner's Lot Line		Asphalt
	Centerline of Right of Way		Deciduous Tree
	Fence Line		Conifer Tree
	GIS Tie Line		Gas Main
	Survey Tie Line		Cable TV Buried
	Calculated Point, Not Set		Sewer Main
	Found Aluminum Cap on 5/8" Rebar		Sewer Service
	Found 5/8" Rebar		Sewer Manhole
	Found 1/2" Rebar		

## SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 6, Block 13, Ketchum Townsite. The boundary shown is based on found monuments and the Plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho. All found monuments have been accepted. Vertical Datum is NAVD 1988.
2. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
3. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
4. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling: vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
5. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
6. 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.
7. Building ties are to the interior corners of unit walls.
8. 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.
9. The current zoning is CC, Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
10. The owner is SV Ventures, LLC. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
11. This development is subject to an Exceedance Agreement recorded under Instrument Number # \_\_\_\_\_.

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

Date \_\_\_\_\_ South Central District Health Dept., EHS



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

THE LOFTS AT 760 WASHINGTON AVENUE

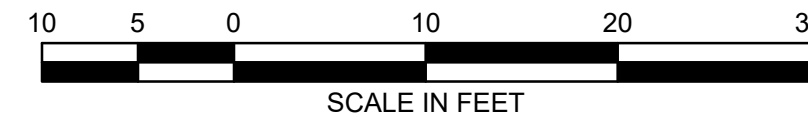
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 3  
Job No. 7601-01

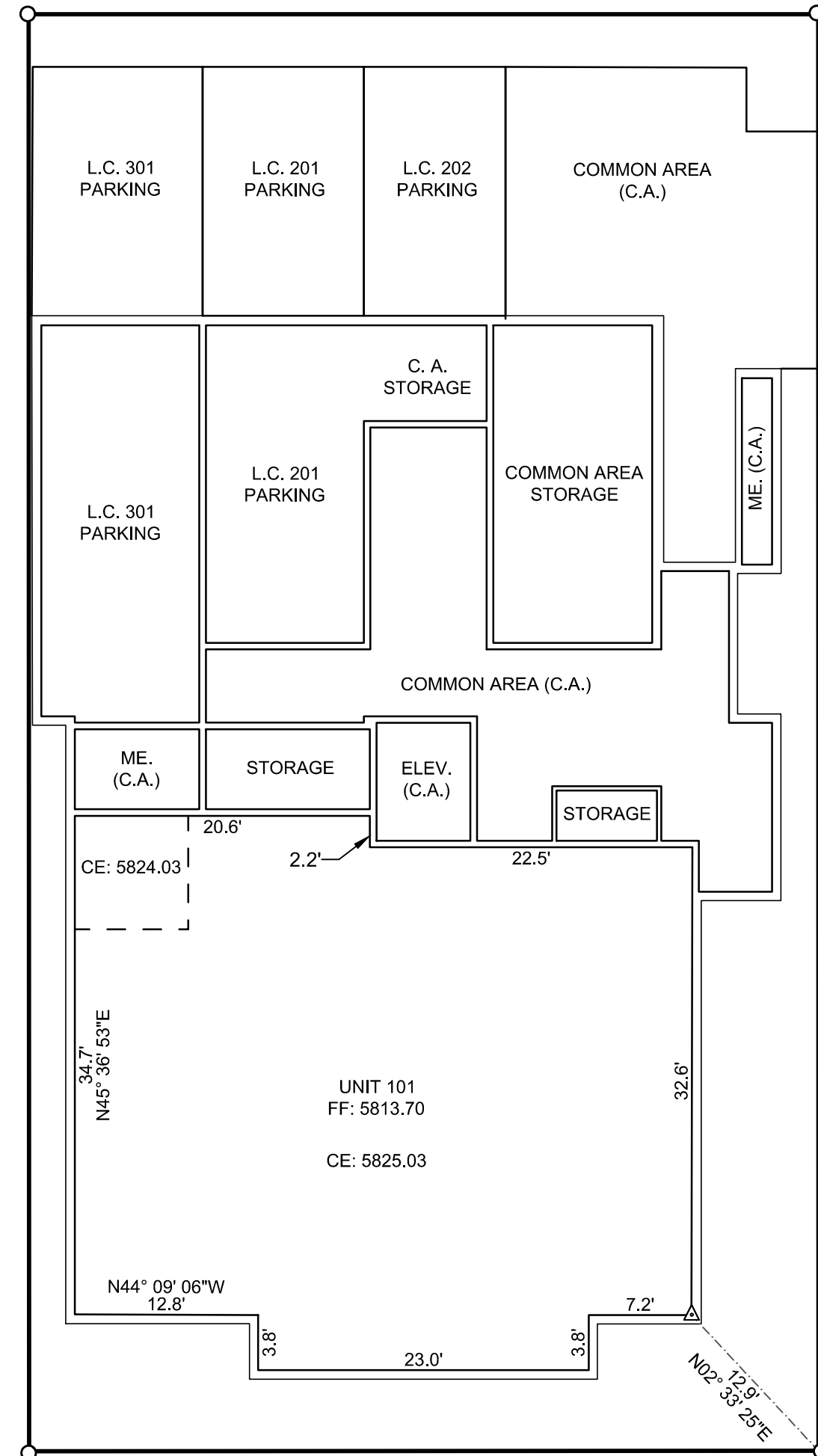
Ketchum File No. P21-044

# A CONDOMINIUM PLAT SHOWING THE LOFTS AT 780 1ST AVENUE

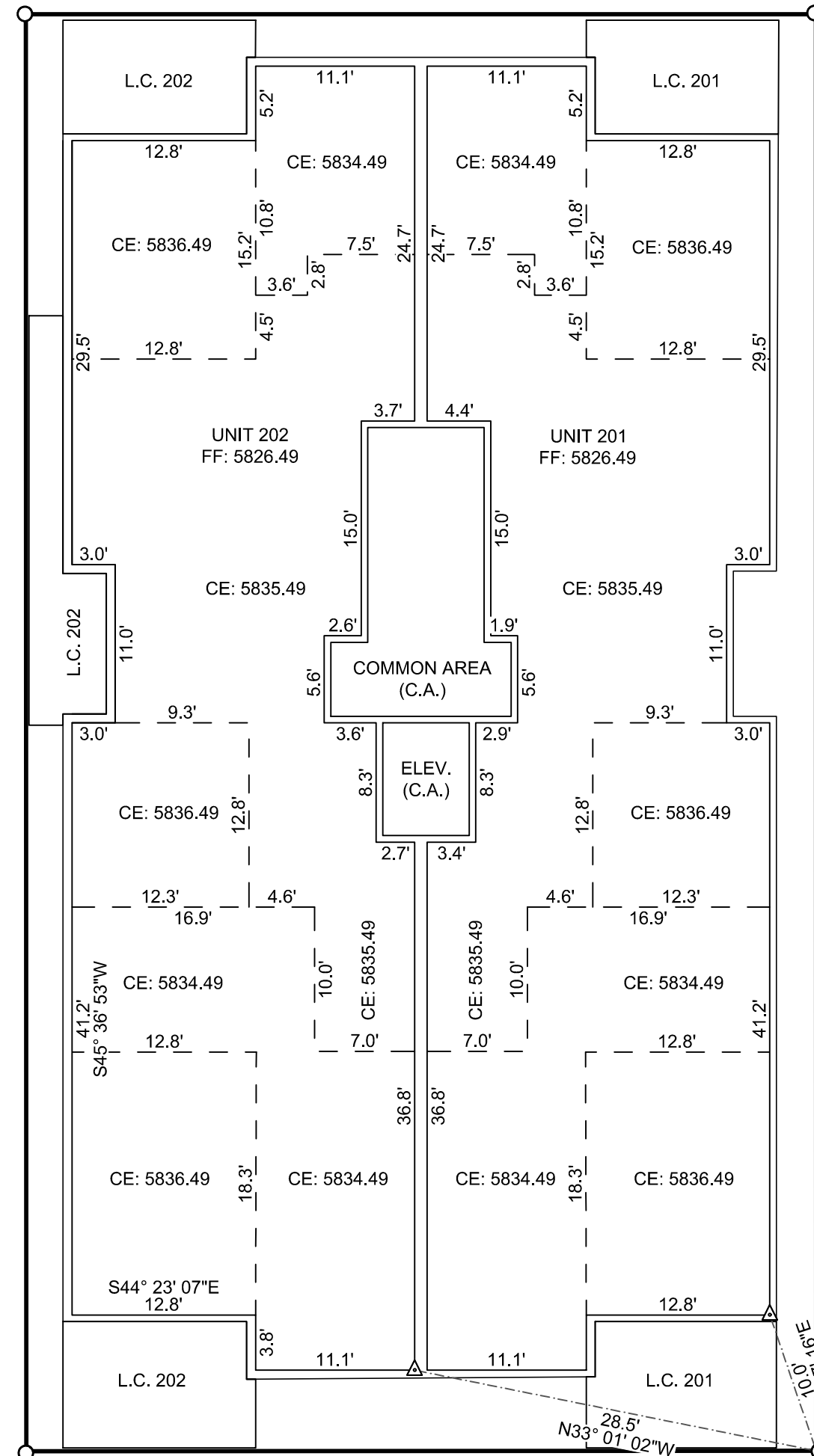
MAY 2021



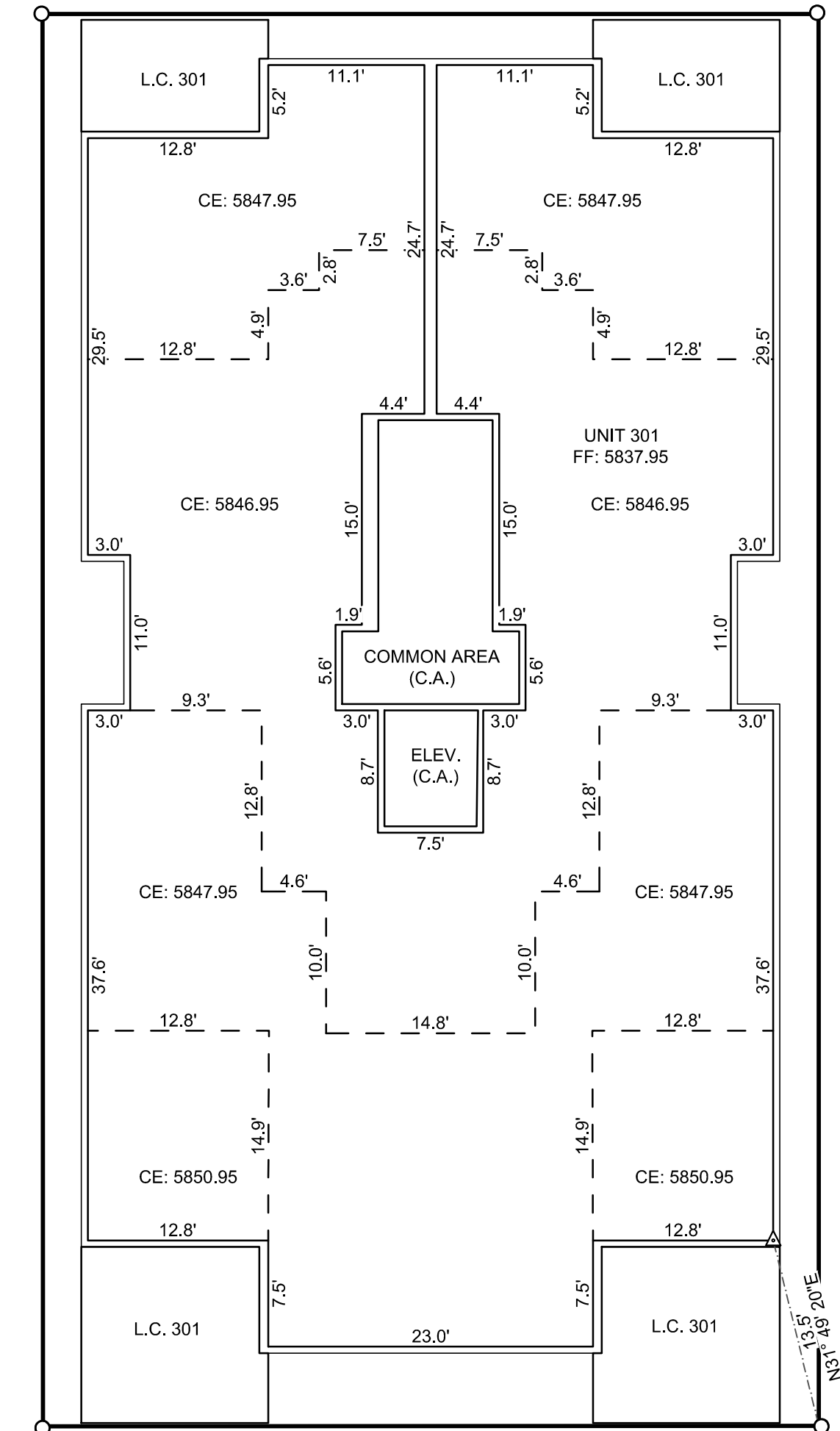
SCALE: 1" = 10'



FIRST FLOOR  
UNIT 101



SECOND FLOOR  
UNITS 201 & 202



THIRD FLOOR  
UNITS 301 & 302



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

THE LOFTS AT 760 WASHINGTON  
AVENUE

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 2 OF 3  
Job No. 7601-01

Ketchum File No. P21-044

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 6, Block 13, Ketchum Townsite

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

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

SV Ventures, LLC, an Idaho Limited Liability Company

Reid Sanborn, Registered Agent

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, personally appeared Reid Sanborn, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

SURVEYOR’S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR’S APPROVAL

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

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

\_\_\_\_\_  
Date

KETCHUM CITY ENGINEER’S APPROVAL

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Engineer

KETCHUM CITY COUNCIL’S APPROVAL

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision—Ordinance.

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

Certified by City Clerk

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

BLAINE COUNTY TREASURER’S APPROVAL

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

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

BLAINE COUNTY RECORDER’S CERTIFICATE

THE LOFTS AT 760 WASHINGTON AVENUE

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 3 OF 3  
Job No. 7601-01

Ketchum File No. P21-044

Attachment C:

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



**City of Ketchum  
Planning & Building**

IN RE:	)	
	)	
760 N Washington Ave	)	KETCHUM CITY COUNCIL
Condominium Subdivision – Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: November 1, 2021	)	DECISION
	)	
File Number: 21-044	)	

PROJECT:	760 N Washington Ave
APPLICATION TYPE:	Condominium Subdivision – Preliminary Plat
FILE NUMBER:	P21-044
ASSOCIATED APPLICATIONS:	Design Review (P21-077)
REPRESENTATIVE:	Sam Stahlnecker, Galena Engineering (engineer)
OWNER:	SV Ventures, LLC
LOCATION:	760 N Washington Ave – Lot 6, Block 13, Ketchum Townsite
ZONING:	Community Core – Subdistrict 2 – Mixed Use (CC-2)
OVERLAY:	None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Preapplication Design Review of the project on September 23, 2021. The application was deemed complete on September 29, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on October 8, 2021.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 6, 2021. The public hearing notice was published in the Idaho Mountain Express and on the city’s website the on October 6, 2021. A notice was posted on the project site on October 19, 2021.

The Planning and Zoning Commission (the “Commission”) considered the 760 N Washington Mixed-Use Design Review (Application No. P21-077) and the Condominium Subdivision Preliminary Plat (Application No. P21-044) applications during a special meeting on October 26, 2021. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522.



## City of Ketchum Planning & Building

After considering Staff's analysis, the applicant's presentation, and public comment, the Commission unanimously approved the 760 N Washington Mixed-Use Design Review and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

### BACKGROUND

The Applicant is proposing an 11,319 square foot three-story mixed-use development (the "project"), located at 760 N Washington Avenue (the "subject property"). The subject property is a mid-block interior lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) with a one-story cabin on site. The existing building was built in 1940. The building is not on the Historic Buildings/Site List being reviewed by the Historic Preservation Commission and has not otherwise been identified as one which gives historical or cultural importance to the neighborhood or community.

Adjacent to the property is a two-story office building to the north and a vacant parking lot to the south. To the west, the block between 7th St and 8th St consists of one and two-story single-family residences. As proposed, the project proposes to demolish the existing structure and build a three-story mixed-use building with ground floor commercial, two residential dwelling units on the second floor, and one residential dwelling unit on the third floor. Two of the dwelling units are less than 2,000 square feet, the remaining unit is more than 2,000 square feet. A total of seven parking spaces are required for the project, six standard parking spaces and one ADA parking space. The project proposes a total of six off-street parking spaces. The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

### FINDINGS OF FACT

The City Council, having reviewed the entire project record, provided notice, considered the recommendation of the Planning and Zoning Commission, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

#### FINDINGS REGARDING COMPLIANCE WITH 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 April 27, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.





City of Ketchum  
Planning & Building

			<i>Findings</i>	The subdivision application was deemed complete on September 29, 2021.
<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 "The Lofts at 760 Washington Avenue" 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 Sheets 1 and 2, the owner and subdivider is SV Ventures, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 3 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the east, north, and south.
<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>	The topographic survey included in the project plans shows the location of the existing building on the subject property, the building on the property to the north, and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheet 2 indicates the area of each residential unit as will be platted for sale.
<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 #9 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.





**City of Ketchum**  
**Planning & Building**

			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat 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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<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	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<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	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<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	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .16	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<i>Findings</i>	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.I .17	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<i>Findings</i>	The cover sheet to the project plans includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.



City of Ketchum  
Planning & Building

<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% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<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>	Sheet L1 and the topographic survey of the project plans outlines the existing vegetation on the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Sun Valley Title dated December 2, 2020, and a warranty deed recorded at Instrument Number 680742 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.



City of Ketchum  
Planning & Building

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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 does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			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:



City of Ketchum  
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				<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 does not apply as this is a preliminary plat application, not a final plat application.
			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>



City of Ketchum  
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				<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>	This standard is not applicable as no new lots are being created.
<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 is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <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> <li>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</li> </ol>



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			<p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p>
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				<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>	No new streets are proposed, however, the project is required to bring the current streets of N Washington Ave into conformance with city street standards for the length of the subject property. Prior to certificate of occupancy, the project will extend asphalt, formalize parking, and install curb, gutter, and sidewalks.
<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>	The alley between N Washington Ave and Warm Springs Rd from 7 <sup>th</sup> Street to 8 <sup>th</sup> Street is not fully paved and not maintained by the City of Ketchum. The applicant proposes to pave the full width of the alley, for the length of the subject property. The applicant will be required to maintain the alley adjacent to the subject property until such time as the full length of the alley is improved to City standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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</p>





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				<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>	<p>No new easements are required. As shown on Sheet 1 of the preliminary plat, there are two easements in the southeast corner of the property. One for Idaho Power for power equipment and one for Cox Communications for communications equipment.</p>
<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</p>



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				requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new sanitary sewer mains are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<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 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 does not apply as this application does not create a new subdivision and no new water mains are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<b>Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved.



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				<p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<p>This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.</p>



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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat and Sheets C1.0 and C1.2 of the project plans, all utilities will be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant			City Code	Standards
Yes	No	N/A		
<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



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				<b>provide for the control and maintenance of all common areas, recreational facilities and open space.</b>
			<i>Findings</i>	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"/>	<b>16.04.070.D</b>	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.E</b>	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units. Additional common area storage is provided on the first floor.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.F</b>	<b>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.</b>
			<i>Findings</i>	The first floor includes two common storage areas for the purpose of general storage and storage of equipment and supplies required for the maintenance of the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.G</b>	<b>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.</b>
			<i>Findings</i>	Each condominium unit is provided more than one private balconies adjacent to the unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.H</b>	<b>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</b>
			<i>Findings</i>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.

**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 City Council has authority to review and approve the applicant's Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.



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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 Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 760 N Washington Ave Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

**DECISION**

**THEREFORE**, the City Council **approves** this Preliminary Plat Application File No. P21-044 this Monday, November 1, 2021 subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-077.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 1st day of November 2021.

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Neil Bradshaw, Mayor  
City of Ketchum

Attachment D:  
FAR Exceedance Agreement  
#22741



**FAR EXCEEDANCE  
AGREEMENT #22741**

**Parties:**

City of Ketchum	"City"	P.O. Box 2315, 191 5 <sup>th</sup> Street W, Ketchum, Idaho 83340
SV Ventures LLC	"Owner"	Mailing: PO Box 5023, Ketchum, ID 83340  Physical Address: 760 N Washington Avenue (Ketchum Townsite: Block 13: Lot 6)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and SV Ventures LLC, a limited liability corporation, the owner of the development project.

**RECITALS**

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR

standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS \_\_\_\_ DAY OF NOVEMBER, 2021.

Developer

City of Ketchum, Idaho

\_\_\_\_\_  
Reid Sanborn  
SV Ventures, LLC

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

Attest:

\_\_\_\_\_  
Tara Fenwick, City Clerk

## 17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

### B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
  - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
  - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
  - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
  - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
  - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
    - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
    - (2) Payment of an in lieu fee; or
    - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
  - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
    - (1) Land conveyance to the city;
    - (2) Existing housing unit buy down or mortgage buy down; or
    - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

## Exhibit B

### EXCEEDANCE AGREEMENT COMPLIANCE

**PROJECT:** 760 N Washington Ave

**APPLICATION FILE NUMBERS:** Design Review P21- 077

**OWNER:** SV Ventures LLC

**REPRESENTATIVE:** Hollis Partners Architects

**REQUEST:** Development of a new four unit, 11,319 sq ft mixed-use commercial/residential building.

**LOCATION:** 760 N Washington Ave (Ketchum Townsite: Block 13: Lot 6)

**ZONING:** Mixed-Use Subdistrict of the Community Core (CC-2)

**BACKGROUND:**

1. The applicant is proposing to construct a new 11,319 sq ft three-story building is comprised of seven dwelling units including one community housing unit studio. The project includes three enclosed and four on site covered parking spaces accessed from the Block 13 alleyway.
2. The site is located at 760 N Washington Avenue (Ketchum Townsite: Block 13: Lot 6) within the Mixed-Use Subdistrict of the Community Core (CC-2). Multi-family dwelling units are a permitted use in the CC-2 Zone, and unlike the Retail Core Subdistrict (CC-1), dwelling units may be sited on the ground floor
3. The subject interior lot has an area of 5,501 sq ft, which conforms to the 5,501 sq ft minimum lot area required in the CC-2 Zone.
4. The proposed floor area of the project will have a total area of 11,319 gross square feet.
5. Pursuant to the definition of gross floor area (KMC §17.08.020), up to four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation. As the project has two garage spaces, the project receives a reduction of 324 square feet.
6. With the parking stall discount, the multi-family residential building has a proposed Floor Area Ratio (FAR) of 2.00 (10,995 gross sq ft/5,501 sq ft lot area).
7. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
8. The Planning and Zoning Commission approved the Design Review application (P21-077) for the 760 N Washington Ave multi-family residential building on October 26, 2021. Building Permit

plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

#### **EXCEEDANCE ANALYSIS**

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

##### **Permitted in Community Core Subdistrict 2 (CC-2)**

**Permitted Gross FAR:** 1.0

**Permitted Gross FAR with Inclusionary Housing Incentive:** 2.25

**Proposed Gross Floor Area:** 11,319 gross square feet

**Gross Floor Area with Parking Discount:** 10,995 sq ft (reduction of 324 square feet for three stalls that are 9 x 18 feet)

**Ketchum Townsite Lot Area:** 5,501 sq ft

**FAR Proposed:** 2.00 (10,995 gross sq ft/5,501 sq ft lot area)

**Increase Above Permitted FAR:** 5,494 sq ft

**20% of Increase:** 1,099 sq ft

**Net Livable (15% Reduction):** 934 sq ft community housing required.

**Community Housing In-Lieu Fee:** \$222,287.

#### **760 N WASHINGTON AVE COMMUNITY HOUSING CONTRIBUTION**

The applicant shall provide the following:

1. The payment in-lieu for 934 sq ft of community housing will be \$222,287 and shall be due prior to the issuance of a building permit for the project.





## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve the 780 N 1<sup>st</sup> Ave Multi-Family Condominium Subdivision Preliminary Plat and FAR Exceedance Agreement #22742**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the Preliminary Plat and adopt the findings of fact, conclusions of law, and decision for a condominium subdivision submitted by Sam Stahlnecker, of Galena Engineering on behalf of the property owner, SV Ventures, LLC. Staff also recommends approval of FAR Exceedance Agreement #22742, memorializing the voluntary commitment of the applicant to provide community housing in exchange for increased floor area. The request is a condominium subdivision application for the development of a new 11,758 square foot multi-family residential development at 780 N 1<sup>st</sup> Ave, requiring 982 square feet of community housing.

Recommended Motion: "I move to approve the 780 N 1<sup>st</sup> Ave Multi-Family condominium preliminary plat application, as conditioned, and adopt the findings of fact, conclusion of law, and decision, as it conforms to all applicable subdivision regulations for a preliminary plat and condominium subdivision."

Recommended Motion: "I move to approve FAR Exceedance Agreement #22742, between the city and SV Ventures, LLC for the 780 N 1<sup>st</sup> Ave Multi-Family project."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats and Condominium Subdivisions contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission reviewed the application and unanimously voted to recommend approval, as conditioned, on September 21, 2021.
- All city departments have reviewed the proposal and have no issue with the proposed condominium subdivision.
- The applicant will provide one on-site unit and make a payment in-lieu for the remaining required square footage in the amount of \$125,645, prior to issuance of a building permit, per the exceedance agreement.

### Introduction and History

The Applicant is proposing an 11,758 square foot three-story multi-family development (the “project”), located at 780 N 1<sup>st</sup> Avenue (the “subject property”). The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just south of the Mountain Rides facility, diagonal from the Hemingway School. As proposed, the project includes seven residential dwelling units. One dwelling unit on the ground floor, four on the second floor, and two on the third floor. Four of the dwelling units are less than 2,000 square feet, the remaining three are less than 750 square feet. Four parking spaces and one ADA parking space is required for the project. The project proposes four standard and one ADA alley loaded parking spaces. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one deed restricted unit on-site and making a payment-in-lieu for the remaining square footage amount. The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The project proposes to snowmelt the sidewalks adjacent to the project and the ground level patio on N 1<sup>st</sup> Ave in lieu of on-site snow storage. An encroachment permit approved by the City Council will be required, prior to issuance of a building permit, for the snow melt system and roof overhangs. The parking area is not proposed to be snowmelt; however, the parking area is fully covered by the second floor of the building, therefore snow removal is not necessary.

The Preliminary Plat was submitted on April 9, 2021, in conjunction with the Preapplication Design Review application, and was held until the Final Design application was received. The Final Design and Preliminary Plat applications were reviewed concurrently and were deemed complete on August 19, 2021, after two reviews for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on September 1, 2021.

### Analysis

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. As shown in the draft Findings of Fact (Attachment C), the subdivision application meets all requirements for a preliminary plat and a condominium plat. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

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

The alley between N 1<sup>st</sup> Ave and N Washington Ave meets the minimum width requirement of 20 feet. Due to the topography of the alley and proximity of structures on the adjacent lot, the full 20 feet is not able to be improved to city standards as a retaining wall is necessary along the eastern

edge of the alley. As shown on Sheet C1.0, an Eco Block wall ranging from 1-3 feet in height will be placed, limiting the width of travel in the alley to 17 feet. This width still provides for safe movement of vehicles in and out of the parking areas. The applicant will be responsible for maintenance of the alley, including snow removal, adjacent to the subject property until such time when the full length of the alley is brought into conformance with city standards for improvements. This is likely to occur with the redevelopment of the adjacent properties. Upon redevelopment of the property adjacent to the retaining wall, the development will be required to bring the alley into full conformance with city standards, including relocation of the retaining wall out of the right-of-way. The construction method for the retaining wall is of a stacked block construction, easily moved during future construction.

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

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-069.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

#### Sustainability

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

#### Financial Impact

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

#### Attachments

- A. Application and supplemental materials
- B. Preliminary Plat Plan Set
- C. Draft City Council Findings of Fact, Conclusions of Law, and Decision
- D. FAR Exceedance Agreement #22742

# Attachment A:

## Application and Supplemental Materials



City of Ketchum  
Planning & Building

**CERTIFIED  
COMPLETE**

8-23-21

mf

OFFICIAL USE ONLY

Application # P21-038

Date Received 4-9-21

By: mf

Fee Paid 3150<sup>00</sup>

Approved Date:

By:

**Subdivision Application**

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Lofts at 780 1st Avenue			
Owner of Record: SV Ventures, LLC			
Address of Owner: PO Box 5023, Ketchum, ID 83340			
Representative of Owner: Galena Engineering			
Legal Description: Ketchum Lot 5 Block 33			
Street Address: 780 N 1st Avenue			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 6 Residential Condominium Units			
Total Land Area: +/- 5,496 sf (0.13 acres)			
Current Zoning District: Community Core (CC) Mixed Use Subdistrict			
Proposed Zoning District: N/A			
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:			
Easements to be dedicated on the final plat: None.			
Briefly describe the improvements to be installed prior to final plat approval: Certificate of Occupancy per 16.04.070C1a			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

*Signature*

04/09/2021


Applicant Signature

Date

**Instrument # 682094**

HAILEY, BLAINE, IDAHO  
04-30-2021 2:01:15 PM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile

**Sun Valley Title**

 A TitleOne Company

Order Number: 20395710

**Warranty Deed**

For value received,

**Richard Saiya, Trustee of the DSI Trust, dated November 13, 2007, as amended, as to an undivided 50% interest and Brigitte M. Saiya, Trustee of the Brimoni Grossa Trust dated February 25, 2004, as amended, as to an undivided 50% interest**

the grantor, does hereby grant, bargain, sell, and convey unto

**SV Ventures, LLC, an Idaho limited liability company**

whose current address is PO Box 5023, Ketchum ID 83340\_

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 5, Block 33

of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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 and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, 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.

Order Number: 20395710

Dated: April 27, 2021

The DSI Trust, dated November 13, 2007, as amended

X Richard Saiya  
By: Richard Saiya, Trustee

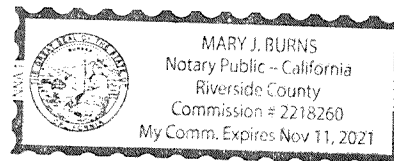
The Brimoni Grossa Trust dated February 25, 2004, as amended

X Brigitte M. Saiya  
By: Brigitte M. Saiya, Trustee

State of Calif, County of Riverside, ss.

On this 29<sup>th</sup> day of April, 2021, before me, the undersigned, a notary public in and for said state personally appeared Richard Saiya, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The DSI Trust and acknowledged to me that he/she executed the same as trustee.

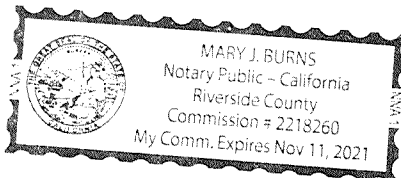
Mary J. Burns  
Notary Public  
Residing In: Palm Desert, Ca 92260  
My Commission Expires: 11-11-2021  
(seal)



State of Calif, County of Riverside, ss.

On this 29<sup>th</sup> day of April, 2021, before me, the undersigned, a notary public in and for said state personally appeared Brigitte M. Saiya, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The Brimoni Grossa Trust and acknowledged to me that he/she executed the same as trustee.

Mary J. Burns  
Notary Public  
Residing In: Palm Desert, Ca 92260  
My Commission Expires: 11-11-2021  
(seal)





File Number: 20395710

### Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

**If you have any closing questions, please contact your Escrow team:**

Alison Warner	Beth Landes
ali@sunvalleytitle.com	beth.landes@sunvalleytitle.com
(208)726-9341	

**TitleOne Corporation dba Sun Valley Title State License: 712444**

**If you have any title questions, please contact your Title Officer:**

Nick Busdon	Sun Valley Title Address:
nbusdon@sunvalleytitle.com	271 1st Avenue North, PO Box 2365
(208)726-9341	Ketchum, ID 83340

**Agents / Brokers and Transaction Coordinators**

Matt Bogue  
Paul Kenny & Matt Bogue Real  
Estate LLC  
matt@kenny-bogue.com  
(208)720-7948

Matt Bogue  
matt@kenny-bogue.com  
(208)720-7948

Matt Gelso  
mgelso@kenny-bogue.com  
(530) 448-9470

Paul Kenny  
paul@kenny-bogue.com  
(208) 726-1918

Reid Sanborn  
Engel & Volkers Sun Valley  
reid.sanborn@evusa.com  
(208)720-8244

Jessica Blake  
jessica.blake@evusa.com

Matt Bogue  
matt@kenny-bogue.com  
(208)720-7948

Theresa Curnow  
theresa.curnow@engelvoelkers.com



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

Title Resources Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A large, stylized handwritten signature in black ink, appearing to be "WK".

\_\_\_\_\_  
An authorized signature



*Title Resources Guaranty Company*

By: \_\_\_\_\_  
President/CEO  
*Michael Gayden*  
Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

## Privacy Policy Notice

Rev. 10-23-2017

FACTS		WHAT DOES SUN VALLEY TITLE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and account balances</li><li>• Payment history and credit card or other debt</li><li>• Checking account information and wire transfer instructions</li></ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Sun Valley Title chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Sun Valley Titleshare?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don’t share
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes- information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Questions?	Go to <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>		

Page 2	
<b>Who we are</b>	
<b>Who is providing this notice?</b>	Sun Valley Title
<b>What we do</b>	
<b>How does Sun Valley Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Sun Valley Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
<b>Other Important Information</b>	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>

<b>For our California Customers</b>	Please see our notice about the California Consumer Protection Act located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>
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FACTS		WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?		Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?		<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and account balances</li><li>• Payment history and credit card or other debt</li><li>• Checking account information and wire transfer instructions</li></ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?		All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don’t share
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes- information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Questions?	Go to <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>		



Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i></b></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i></b></li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

Issuing Office: TitleOne Corporation dba Sun Valley Title  
 ALTA® Universal ID: 1065022  
 Commitment Number: 20395710

**SCHEDULE A**

**1. Commitment Date: December 23, 2020 at 07:30 AM**

**2. Policy or Policies to be issued:**

<b>X ALTA Owners Policy (6/17/06)</b>	<b>Standard Coverage</b>	<b>Policy Amount:</b>	<b>\$1,400,000.00</b>
<b>Proposed Insured:</b>		<b>Premium:</b>	<b>\$3,855.00</b>
Galena Peak Partners LLC and/or as assigns			

**3. The estate or interest in the land described or referred to in this Commitment is:**

Fee Simple

**4. Title to the estate or interest in the Land is at the Commitment Date vested in:**

Brigitte M. Saiya, Trustee of the Brimoni Grossa Trust dated February 25, 2004, as to an undivided 50% interest and Richard Saiya, trustee of the DSI Trust, dated November 13, 2007, as to an undivided 50% interest

**5. The Land described as follows:**

See Attached Schedule C

**Title Resources Guaranty Company**

TitleOne Corporation dba Sun Valley Title

**By:**

**Nick Busdon, Authorized Signatory**

**Title Resources Guaranty Company**  
 By:   
 President/CEO  
 Michael Boyden  
 Secretary

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

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of said land is:  
  
780 N 1st Ave, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
9. The Company will require a copy of the Operating Agreement and other related documents for Galena Peak Partners LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

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**SCHEDULE B, PART II**  
**Exceptions**

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes for the year 2019 are paid in full.  
Parcel Number: RPK00000330050  
Original Amount: \$2,305.78
9. Taxes, including any assessments collected therewith, for the year 2020 which are due and payable, but not delinquent.  
Parcel Number: RPK00000330050  
Original Amount: \$2,089.54  
Without homeowner's exemption
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 12, 1947 as Instrument No. [91734](#).
13. 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.

(End of Exceptions)

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**SCHEDULE C**

**Legal Description:**

Lot 5, Block 33 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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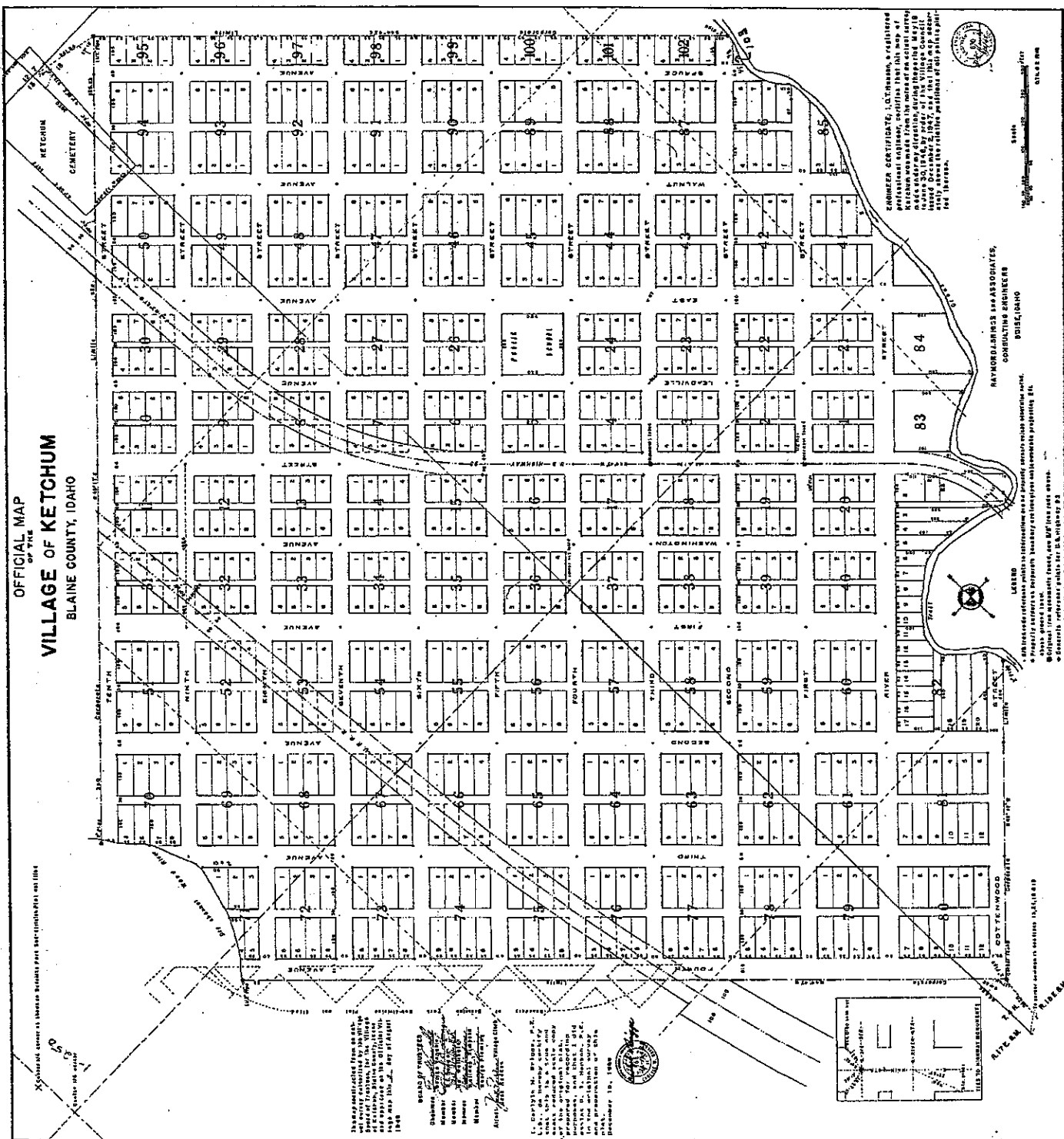
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[illegible]

**SUN VALLEY**  
**TITLE**  
**C O H F A N Y**

THIS MAP IS A PHOTOGRAPHIC REPRODUCTION OF THAT ON FILE IN EITHER THE RECORDERS OR SURVEYORS OFFICE. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION, IF ANY, WITH ANOTHER OR RE-SURVEY.





Parcel Number

**RPK00000330050**

Property Year

**2021**Legal Description  
KETCHUM  
LOT 5 BLK 33  
5500SFBase Code Area 003-001  
Incr Code Area 003-014  
Project Name  
KETCHUM 003-001Property Address  
780 N 1ST AVE  
KETCHUM ID 83340Parcel Status Active  
Property Type Real Property  
Sub Type

Owner/Contact Name	Type	Relationship	Owner%	HOE
SAIYA RICHARD TRUSTEE	OWNER	TRUSTEE1	0.00%	
DSI TRUST	OWNER	TRUST	50.00%	
SAIYA BRIGITTE M TRUSTE	OWNER	TRUSTEE1	0.00%	
BRIMONI GROSSA TRUST	OWNER	TRUST	50.00%	

Mailing Address  
633 QUARRY RD  
SAN CARLOS CA 94070Land Group  
KETCHUM TOWNSITE  
Township 4N Range 17E Section 13  
Location Code ERES  
Parcel Type  
ZoningAssociated Parcels  
NoneBuilding Permits  
NoneReappraisal Year 2019  
Inspection Date 03/05/2019  
Appraiser Initials TLR

Parcel Exemption: None

CB: No NC: No

Tax Certification

District Roll Type Units Amount

Instrument	Eff Date	Action	Source	Target	Comments
555819	02/20/2008	Ownership	2008		

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	O	0.126	\$ 357,500	\$ --	\$ 357,500	\$ 330,000	\$ 27,500
TOTALS:							0.126	\$ 357,500	--	\$ 357,500	\$ 330,000	\$ 27,500

ROLL STATUS: 0 Open, Subject to Change



**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY**

PARCEL NUMBER

**RPK00000330050**

TAX CODE AREA

003-001

LEGAL DESCRIPTION

KETCHUM

LOT 5 BLK 33

5500SF

PRIMARY PROPERTY ADDRESS

780 N 1ST AVE

KETCHUM ID 83340

SAIYA RICHARD TRUSTEE

DSI TRUST

633 QUARRY RD

SAN CARLOS CA 94070

**BALANCE DUE****\$ 2,089.54**

TOTAL

INTEREST DATE

12/17/2020

BALANCE AS OF

12/17/2020 1:25 pm

Tax Year Assessment Roll

**2020 PRIMARY**

FIRST HALF

SECOND HALF

FULL YEAR

Bill Number: 333823

VALUATION

TAX / CERTIFICATION			
Charges	\$ 1,044.77	\$ 1,044.77	\$ 2,089.54
Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
LATE CHARGE			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
FEES			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
INTEREST			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
AMOUNT DUE			
	\$ 1,044.77	\$ 1,044.77	\$ 2,089.54

TAXABLE VALUE: \$ 357,500

**CHARGES**

Tax Code Area: 003-001 Levy: 0.005844856  
 Tax Charge: \$ 2,089.54  
 Certifications: \$ 0  
**TOTAL CHARGES: \$ 2,089.54**

The amount due shown here is as of 1:25 pm on December 17, 2020, with interest calculated to December 17, 2020.

SAIYA RICHARD TRUSTEE

633 QUARRY RD

SAN CARLOS CA 94070-0000

Bank Code

Details

☐ Possible  
Deferred Tax
**Pre Paid \$**
☐ SubRoll

Code Area

003001

Districts

Values

Property Description

Interest Date

12/17/202



Calculate

History  
Print

Total Due

2,089.54

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2020	2089.54	1044.77	1044.77	2089.54	0.00	0.00	0.00	0.00
2019	0.00	0.00	0.00	2305.78	-2305.78	0.00	0.00	0.00
2018	0.00	0.00	0.00	2222.64	-2222.64	0.00	0.00	0.00
2017	0.00	0.00	0.00	2297.38	-2297.38	0.00	0.00	0.00
2016	0.00	0.00	0.00	2313.70	-2313.70	0.00	0.00	0.00
2015	0.00	0.00	0.00	2487.64	-2487.64	0.00	0.00	0.00
2014	0.00	0.00	0.00	2423.16	-2423.16	0.00	0.00	0.00
2013	0.00	0.00	0.00	2387.88	-2387.88	0.00	0.00	0.00
2012	0.00	0.00	0.00	3061.10	-3061.10	0.00	0.00	0.00

Public Pre-Paid | Tax Summary



PrePaid Details

Year	Transaction Date	Prepaid Amount	Packet #	Payment Status	Reversed Amount	Reversed Date	Reversed #	Paye Intent

**ARTICLES OF INCORPORATION  
OF  
THE RESIDENCES AT SEVEN EIGHTY 1ST AVE OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of The Residences at Seven Eighty 1st Ave Owners Association, Inc. (“**Articles**”):

**ARTICLE I  
NAME**

The name of the corporation is The Residences at Seven Eighty 1st Ave Owners Association, Inc. (the “**Association**”).

**ARTICLE II  
TERM**

The period of existence and duration of the life of the Association is perpetual.

**ARTICLE III  
NONPROFIT**

The Association is a nonprofit, membership corporation.

**ARTICLE IV  
REGISTERED AGENT**

Reid Sanborn, whose street address is 291 N. First Ave., Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for The Residences at Seven Eighty 1st Ave, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the “**Declaration**”). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the “management body” of the Project in accordance with the Condominium Act.

**ARTICLE VI  
MEMBERSHIP & VOTING RIGHTS**

**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such

Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

## ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors are as follows:

Reid Sanborn	291 N. First Ave. Ketchum, Idaho 83340
Garrison Belles	100 Sun Valley Rd. #1497 Ketchum, ID 83340
Jon Gilmour	PO Box 5973 Ketchum, Idaho 83340

## ARTICLE VIII DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was

created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX  
AMENDMENTS

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

ARTICLE X  
INCORPORATOR

The name and address of the incorporator of the Association is:

Reid Sanborn  
291 N. First Ave.  
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this \_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Reid Sanborn, Incorporator

# Attachment B:

## Preliminary Plat Plan Set

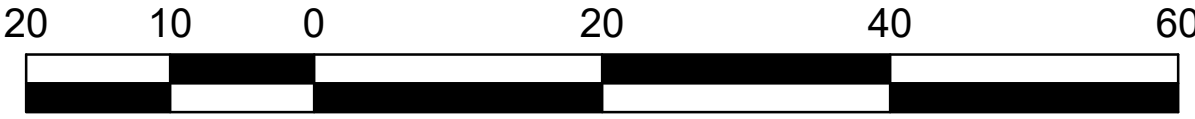
A CONDOMINIUM PLAT SHOWING

# THE LOFTS AT 780 1ST AVENUE

WHEREIN THE BUILDING ON LOT 5, BLOCK 33, KETCHUM TOWNSITE IS CONVERTED TO CONDOMINIUMS  
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2021

SCALE: 1" = 20'



SCALE IN FEET

LEGEND

	Property Line		Building
	Adjoiner's Lot Line		Asphalt
	Centerline of Right of Way		Retaining Wall
	Fence Line		Conifer Tree
	GIS Tie Line		Gas Main
	Survey Tie Line		Cable TV Buried
	Calculated Point, Not Set		Cable TV Riser
	Found Aluminum Cap on 5/8" Rebar		Buried Telephone Line
	Found 5/8" Rebar		Buried Power Line
	Found 1/2" Rebar		Power Manhole
	Set 5/8" Rebar, P.L.S. 16670		Sewer Main
	5' Contour Interval		Sewer Service
	1' Contour Interval		Sewer Manhole
	Curb & Gutter		Water Main
	FNC = Fence Line		Water Service
			Water Valve
			Witness Corner

SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 5, Block 33, Ketchum Townsite and to condominiumize said property as shown hereon. The boundary shown is based on found centerline monuments and the Plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho. All found monuments have been accepted. The missing property corners were reset by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988.
- In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
- Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
- 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.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number \_\_\_\_\_, records of Blaine County, Idaho. 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.
- The current zoning is CC, Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner is SV Ventures, LLC. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
- This development is subject to an Exceedance Agreement recorded under Instrument Number #\_\_\_\_\_.

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

Date \_\_\_\_\_ South Central District Health Dept., EHS



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

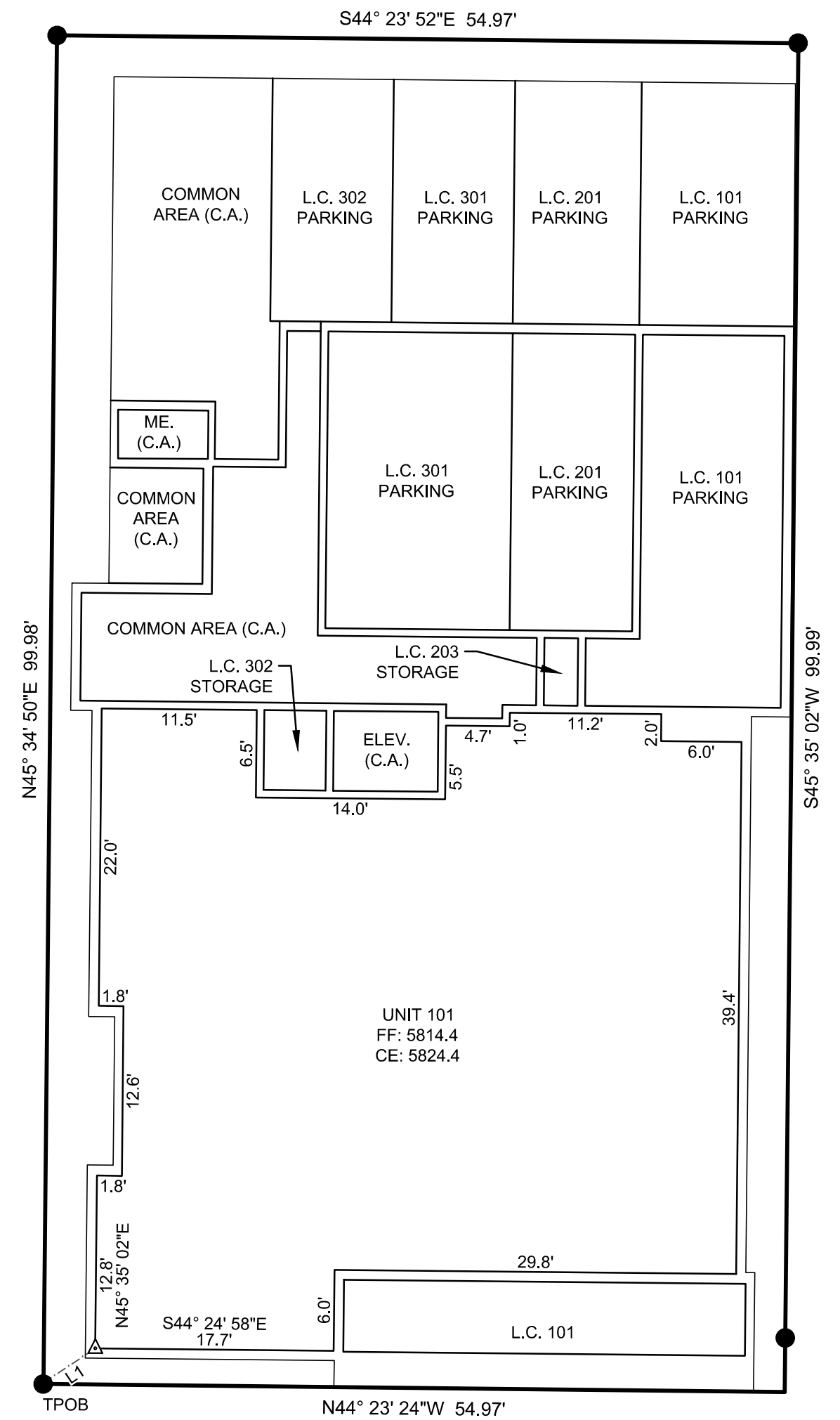
THE LOFTS AT 780 1ST AVENUE  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 1 OF 3  
Job No. 3559-02  
Ketchum File No. 921-038



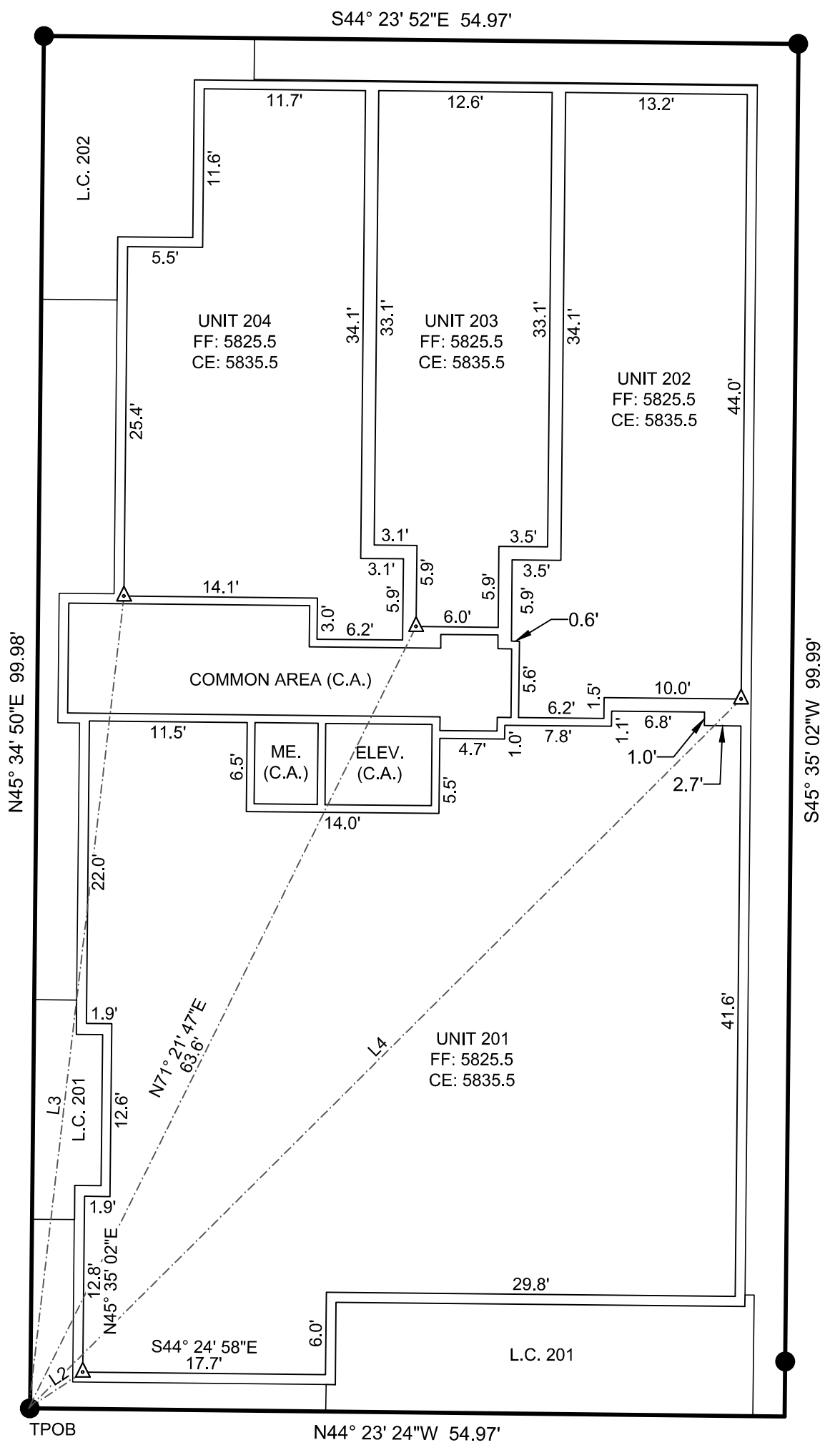
A CONDOMINIUM PLAT SHOWING  
THE LOFTS AT 780 1ST AVENUE  
SEPTEMBER 2021



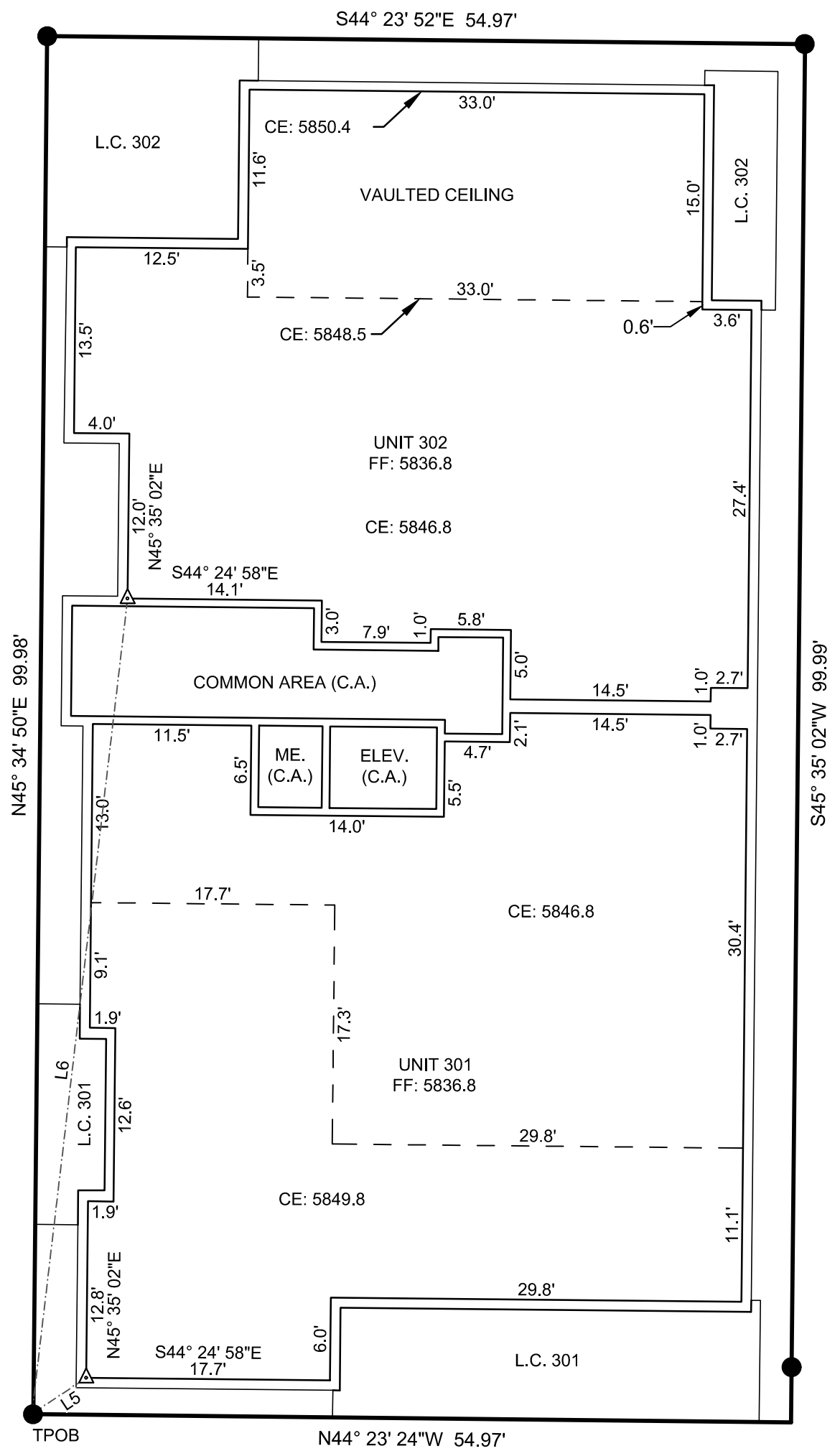
SCALE: 1" = 10'



FIRST FLOOR  
UNIT 101



SECOND FLOOR  
UNITS 201, 202, & 203



THIRD FLOOR  
UNITS 301 & 302

LEGEND

- Property Line
- Ceiling Break Lines
- Building Tie Lines
- TPOB = True Point of Beginning
- Unit Tie point
- Set 5/8" Rebar
- CE = Ceiling Elevation
- FF = Finished Floor Elevation
- L.C. = Limited Common
- C.A. = Common Area
- ME. = Mechanical Room
- ELEV. = Elevator

Line Table		
Line #	Direction	Length
L1	S78°40'46"E	4.7'
L2	S78°40'46"E	4.7'
L3	N51°41'30"E	59.6'
L4	S89°52'17"E	73.2'
L5	S78°40'46"E	4.7'
L6	N51°41'30"E	59.6'



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

THE LOFTS AT 780 1ST AVENUE  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 2 OF 3  
Job No. 3559-02

Ketchum File No. 921-038

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 5, Block 33, Ketchum Townsite

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

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

SV Ventures, LLC, an Idaho Limited Liability Company

Reid Sanborn, Registered Agent

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, personally appeared Reid Sanborn, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

SURVEYOR’S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR’S APPROVAL

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

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

\_\_\_\_\_  
Date

KETCHUM CITY ENGINEER’S APPROVAL

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Engineer

KETCHUM CITY COUNCIL’S APPROVAL

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision–Ordinance.

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

Certified by City Clerk

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

BLAINE COUNTY TREASURER’S APPROVAL

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

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

BLAINE COUNTY RECORDER’S CERTIFICATE

THE LOFTS AT 780 1ST AVENUE  
  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
  
SHEET 3 OF 3  
Job No. 3559-02  
  
Ketchum File No. 921-038

Attachment C:

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



City of Ketchum  
Planning & Building

IN RE:	)	
	)	
780 N 1 <sup>ST</sup> Ave	)	KETCHUM CITY COUNCIL
Condominium Subdivision – Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: November 1, 2021	)	DECISION
	)	
File Number: 21-038	)	

PROJECT:	780 N 1 <sup>st</sup> Ave
APPLICATION TYPE:	Condominium Subdivision – Preliminary Plat
FILE NUMBER:	P21-038
ASSOCIATED APPLICATIONS:	Design Review (P21-069)
REPRESENTATIVE:	Sam Stahlnecker, Galena Engineering (engineer)
OWNER:	SV Ventures, LLC
LOCATION:	780 N 1 <sup>st</sup> Ave – Lot 5, Block 33, Ketchum Townsite
ZONING:	Community Core – Subdistrict 2 – Mixed Use (CC-2)
OVERLAY:	None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Final Design Review on July 23, 2021. The Preliminary Plat was submitted on April 9, 2021, in conjunction with the Preapplication Design Review application, and was held until the Final Design application was received. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on August 19, 2021, after two reviews for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on September 1, 2021. All department comments were addressed satisfactorily through applicant revision of project plans or conditions of approval.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on September 1, 2021. The public hearing notice was published in the Idaho Mountain Express the on September 1, 2021. A notice was posted on the project site and the city’s website on September 13, 2021.



## City of Ketchum Planning & Building

The Planning and Zoning Commission (the “Commission”) considered the 780 N 1st Ave Design Review (Application No. P21-069) and the Condominium Subdivision Preliminary Plat (Application No. P21-038) applications during a special meeting on October 26, 2021. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff’s analysis, the applicant’s presentation, and public comment, the Commission unanimously approved the 780 N 1st Ave Design Review application and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

### **BACKGROUND**

The Applicant is proposing an 11,758 square foot three-story multi-family development (the “project”), located at 780 N 1st Avenue (the “subject property”). The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just south of the Mountain Rides facility, diagonal from the Hemingway School. As proposed, the project includes seven residential dwelling units. One dwelling unit on the ground floor, four on the second floor, and two on the third floor. Four of the dwelling units are less than 2,000 square feet, the remaining three are less than 750 square feet. Four parking spaces and one ADA parking space is required for the project. The project proposes four standard and one ADA alley loaded parking spaces. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one deed restricted unit on-site and making a payment-in-lieu for the remaining square footage amount. See Table 2 in Attachment F for the FAR calculations for the project.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The project proposes to snowmelt the sidewalks adjacent to the project and the ground level patio on N 1st Ave in lieu of on-site snow storage. An encroachment permit approved by the City Council will be required for the snow melt system. The parking area is not proposed to be snowmelt; however, the parking area is fully covered by the second floor of the building, therefore snow removal will not be necessary.

### **FINDINGS OF FACT**

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



**City of Ketchum  
Planning & Building**

**FINDINGS REGARDING COMPLIANCE WITH 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 July 23, 2021.
<input checked="" type="checkbox"/>	<input checked="" 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 August 19, 2021.
<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 "The Lofts at 780 1 <sup>st</sup> Avenue" 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 Sheets 1 and 2, the owner and subdivider is SV Ventures, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 3 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the east and south.
<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.



City of Ketchum  
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			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent building to the south and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .8</b>	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheet 2 indicates the area of each residential unit as will be platted for sale.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .9</b>	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Plat note #9 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"/>	<b>16.04.030.I .10</b>	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat 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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .11</b>	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<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"/>	<b>16.04.030.I .12</b>	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .14</b>	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<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"/>	<b>16.04.030.I .15</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .16</b>	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.





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**Planning & Building**

<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>	The cover sheet to the project plans 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% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<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>	Sheet L1 and the topographic survey of the project plans outlines the existing vegetation on the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Sun Valley Title dated December 23, 2020, and a warranty deed recorded at Instrument Number 682094 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock



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				outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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 does not apply as this is a preliminary plat application, not a final plat application.
<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.



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			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			16.04.040.E	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			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> </ol>



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				<p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<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 is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <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</li> </ol>



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			<p>emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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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>	No new streets are proposed, however, the project is required to bring the current streets of N 1 <sup>st</sup> Ave and 8 <sup>th</sup> Street into conformance with city street standards. Prior to certificate of occupancy, the project will extend asphalt, formalize parking, and install curb, gutter, and sidewalks.
<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>	The alley between N 1 <sup>st</sup> Ave and N Washington Ave meets the minimum width requirement of 20 feet. Due to the topography of the alley and proximity of structures on the adjacent lot, the full 20 feet is not able to be improved to city standards as a retaining wall is necessary along the eastern edge of the alley. As shown on Sheet C1.0, an Eco Block wall ranging from 1-3 feet in height will be placed, limiting the width of travel in the alley to 17 feet. This width still provides for safe movement of vehicles in and out of the parking areas. The applicant will be responsible for maintenance of the alley, including snow removal, adjacent to the subject property until such time when the full length of the alley is brought into conformance with city standards for improvements. This is likely to occur



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				with the redevelopment of the adjacent properties. Upon redevelopment of the property adjacent to the retaining wall, the development will be required to bring the alley into full conformance with city standards, including relocation of the retaining wall out of the right-of-way. The construction method for the retaining wall is of a stacked block construction, easily moved during future construction.
<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>	This standard does not apply as no easements exist or are required.





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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new sanitary sewer mains are required.
<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>	This standard does not apply as this application does not create a new subdivision and no new water mains are required.
<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 does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography,



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			<p>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 within twelve feet (12') horizontally of the top and existing or planned cut slope.</li></ol></li></ol>
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				e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<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.
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat and Sheets C1.0 and C1.2 of the project plans, all utilities will be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<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.



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			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.
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**FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS**

Condominium Subdivision 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>	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"/>	16.04.070.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>	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.
<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>	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units. Additional storage units are provided on the first floor for Units 302 and 203.
<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>	Mechanical equipment rooms are designated on each floor, serving dual purpose for housing of mechanical equipment and storage of maintenance equipment and supplies. Supplies for larger maintenance projects will be supplied by the contractors responsible for the project on an as needed basis.
<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>	Each condominium unit, with the exception of two, is provided a private balcony adjacent to the unit.
<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.
			<i>Findings</i>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.



## City of Ketchum Planning & Building

### 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 City Council has authority to review and approve the applicant’s Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 780 N 1<sup>st</sup> Ave Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the City Council **approves** this Condominium Preliminary Plat Application File No. P21-038 this Monday, November 1, 2021 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-069.
2. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 1st day of November 2021.

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Neil Bradshaw, Mayor  
City of Ketchum

Attachment D:  
FAR Exceedance Agreement  
#22742

**FAR EXCEEDANCE  
AGREEMENT #22742**

**Parties:**

City of Ketchum	"City"	P.O. Box 2315, 191 5 <sup>th</sup> Street W, Ketchum, Idaho 83340
SV Ventures LLC	"Owner"	Mailing: PO Box 5023, Ketchum, ID 83340  Physical Address: 780 N 1st Avenue (Ketchum Townsite: Block 33: Lot 5)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and SV Ventures LLC, a limited liability corporation, the owner of the development project.

**RECITALS**

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR



standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS \_\_\_\_ DAY OF NOVEMBER, 2021.

Developer

City of Ketchum, Idaho

\_\_\_\_\_  
Reid Sanborn  
SV Ventures, LLC

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

Attest:

\_\_\_\_\_  
Tara Fenwick, City Clerk

## 17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

### B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
  - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
  - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
  - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
  - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
  - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
    - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
    - (2) Payment of an in lieu fee; or
    - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
  - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
    - (1) Land conveyance to the city;
    - (2) Existing housing unit buy down or mortgage buy down; or
    - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

## Exhibit B

### EXCEEDANCE AGREEMENT COMPLIANCE

**PROJECT:** 780 N 1<sup>st</sup> Ave

**APPLICATION FILE NUMBERS:** Design Review P21- 069

**OWNER:** SV Ventures LLC

**REPRESENTATIVE:** Hollis Partners Architects

**REQUEST:** Development of a new seven unit, 11,758 sq ft multi-family residential building.

**LOCATION:** 780 N 1st Avenue (Ketchum Townsite: Block 33: Lot 5)

**ZONING:** Mixed-Use Subdistrict of the Community Core (CC-2)

**BACKGROUND:**

1. The applicant is proposing to construct a new 11,758 sq ft three-story building is comprised of seven dwelling units including one community housing unit studio. The project includes eight on site covered parking spaces accessed from the Block 33 alleyway.
2. The site is located at 780 N 1st Avenue (Ketchum Townsite: Block 33: Lot 5) within the Mixed-Use Subdistrict of the Community Core (CC-2). Multi-family dwelling units are a permitted use in the CC-2 Zone, and unlike the Retail Core Subdistrict (CC-1), dwelling units may be sited on the ground floor
3. The subject interior lot has an area of 5,496 sq ft.
4. The proposed floor area of the project will have a total area of 11,758 gross square feet.
5. Pursuant to the definition of gross floor area (KMC §17.08.020), up to four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation. As the project has three garage spaces, the project receives a reduction of 486 sq ft.
6. With the parking stall discount, the multi-family residential building has a proposed Floor Area Ratio (FAR) of 2.05 (11,272 gross sq ft/5,496 sq ft lot area).
7. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
8. The Planning and Zoning Commission approved the Design Review application (P21-069) for the 780 N 1<sup>st</sup> Ave multi-family residential building on October 26, 2021. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

## EXCEEDANCE ANALYSIS

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

### **Permitted in Community Core Subdistrict 2 (CC-2)**

**Permitted Gross FAR:** 1.0

**Permitted Gross FAR with Inclusionary Housing Incentive:** 2.25

**Proposed Gross Floor Area:** 11,758 gross square feet

**Gross Floor Area with Parking Discount:** 11,272 sq ft (reduction of 486 square feet for three stalls that are 9 x 18 feet)

**Ketchum Townsite Lot Area:** 5,496 sq ft

**FAR Proposed:** 2.05 (11,272 gross sq ft/5,496 sq ft lot area)

**Increase Above Permitted FAR:** 5,776 sq ft

**20% of Increase:** 1,155 sq ft

**Net Livable (15% Reduction):** 982 sq ft community housing required.

The applicant is providing one on-site unit for community housing, Unit 203, a 454 sq ft community housing unit on the second level of the multi-family residential building.

**Total Proposed Community Housing Net Livable Sq Ft Contribution:** 454 sq ft

**Remainder (528 sq ft) Community Housing In-Lieu Fee:** \$125,645.

### **780 N 1<sup>st</sup> AVE COMMUNITY HOUSING CONTRIBUTION**

The applicant shall provide the following:

1. Provide one 454 sq ft community housing studio (Unit 203) on the second floor of the proposed multi-family residential building.
2. Purchase price for said unit shall be set according to Blaine County Housing Authority Income Category 4 and shall be listed through the Blaine County Housing Authority concurrent with the issuance of Certificate of Occupancy for the building.
3. Deed covenant for Unit 203 shall be recorded prior to Certificate of Occupancy for the building and notated on the Final Condominium Plat.
4. The payment in-lieu for the remaining 528 sq ft of community housing will be \$125,645 and shall be due prior to the issuance of a building permit for the project.



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve the Okada Residence Townhouse Subdivision Preliminary Plat**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the Preliminary Plat and adopt the Findings of Fact, Conclusion on Law, and Decision for a townhouse subdivision submitted by Sean Flynn, PE, of Galena Engineering on behalf of the property owner, Robert Okada. The request is a townhouse subdivision application for the development of a new 1,792 square foot detached townhome at 407 Bald Mountain Rd.

Recommended Motion: "I move to approve the Okada Residence preliminary plat application, as conditioned, and adopt the findings of fact, conclusions of law, and decision, as it conforms to all applicable subdivision regulations for a preliminary plat and townhouse subdivision."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats and Townhouse Subdivisions contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission reviewed the application and unanimously voted to recommend approval, as conditioned, on September 21, 2021.
- All city departments have reviewed the proposal and have no issue with the proposed townhouse subdivision.

#### Introduction and History

The Applicant is proposing a new 1,792 square foot two-story detached townhome (the "project"), located at 407 Bald Mountain Rd (the "subject property"). The subject property is a tax lot with an existing single family dwelling unit zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district provided that all dimensional standards are met. The project proposes to retain the existing single family dwelling unit, subdivide the property into two townhouse sublots and construct a new detached dwelling unit on the newly created lot. As the existing lot is not within an existing subdivision, both structures must meet zoning and subdivision requirements for approval of the townhouse subdivision. The existing single-family dwelling unit was constructed in 1961.

The City of Ketchum received the application for Design Review and Preliminary Plat on April 28, 2021. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on July 15, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on August 11, 2021. Following response to department comments by the applicant, the Planning

and Zoning Commission held a public hearing on September 21, 2021 and unanimously voted to recommend approval of the Preliminary Plat, as conditioned, to the Ketchum City Council.

#### Analysis

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. As shown in the draft Findings of Fact (Attachment C), the subdivision application meets all requirements for a preliminary plat and a townhouse plat. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

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

A snow storage easement will be reserved for the City of Ketchum as depicted on the Preliminary Plat. No parking is permitted within the snow storage easement. Staff recommends a plat note be added that indicates this restriction to ensure full compliance with the requirement. Condition of approval #2 for the preliminary plat addresses this item. Additionally, a separate Easement Agreement will be recorded with Blaine County to ensure that all future property owners are notified of the easement through the title commitment process at time of sale. Staff recommends condition of approval #4 to ensure this agreement is recorded prior to recording of the Final Plat for the project. Condition #4 was not included in the Planning and Zoning Commission Findings of Fact for the Preliminary Plat; however, the condition further enforces the parking restriction reviewed by the Planning and Zoning Commission. The City Council Findings of Fact (Attachment C) includes the additional condition, with no other changes to the Findings. The applicant agrees with the Easement Agreement and the additional condition.

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

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-069.
2. The Final Plat application shall include a plat note prohibiting parking within the driveway for subplot 2.
3. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
4. The Snow Storage Easement Agreement must be recorded prior to, or in conjunction with, recording of the Final Plat.

#### Sustainability

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

#### Financial Impact

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

#### Attachments

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



# Attachment A:

## Application and Supplemental Materials



City of Ketchum  
Planning & Building

**CERTIFIED  
COMPLETE**  
APR 7-16-21  
Preliminary Plat

**Subdivision Application**

**OFFICIAL USE ONLY**

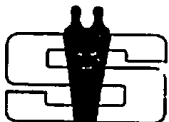
Application Number: PA21-041  
Date Received: 4-22-21  
By: \_\_\_\_\_  
Fee Paid: 2600.00  
Approved Date: \_\_\_\_\_  
By: \_\_\_\_\_

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Okada Subdivision			
Owner of Record: Robert L. Okada			
Address of Owner: PO Box 6838, Ketchum, ID 83340			
Representative of Owner: Sean Flynn / Galena Engineering			
Legal Description: KETCHUM FR SESE TL 3215 SEC 11 4N 17E			
Street Address: 407 Bald Mountain Rd.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 8,838			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: None			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
Public Utility Easements			
Briefly describe the improvements to be installed prior to final plat approval:			
Water and Sewer Services for Sublot 2			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

Sean Flynn Sean Flynn / Galena Engineering 04/22/2021  
Applicant Signature Date



## WARRANTY DEED

For Value Received **MARK S. HARBAUGH**, an unmarried man

the Grantor hereby grants, bargains, sells, conveys and warrants unto **ROBERT L. OKADA**, a single man

the Grantee whose current address is: **P.O. BOX 3142, HAILEY, ID 83333**

the following described premises, to-wit:

A parcel of land within the SE1/4, Section 11, T4N, R17E, B.M., and more particularly described by metes and bounds as follows:

COMMENCING at a brass cap marking the NW corner, SW1/4, SE1/4, Section 11, T4N, R17E, B.M., Blaine County, Idaho;

THENCE S 89° 56' E 440.0 feet to an "X" on a stone on the southerly boundary of Warm Springs Road; THENCE N 84° 39' E 928.40 feet along the southerly boundary of Warm Springs Road; THENCE South 251.8 feet to an 1/2" rebar, said rebar marking the TRUE POINT OF BEGINNING; THENCE N. 68° 19' E 75.0 feet to a 1/2" rebar; THENCE S 21° 41' E 91.7 feet to a 1/2" rebar; THENCE S 54° 00' W 99.1 feet to a 1/2" rebar; THENCE N 11° 26' W 118.1 feet to a 1/2" rebar, said rebar marking the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 02, 1997

402315

MARK S. HARBAUGH

*Deed*  
BLAINE CO. REQUEST  
OF: BLAINE COUNTY TITLE

State of IDAHO

SS.

County of BLAINE

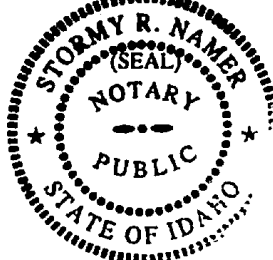
FEES \$ '97 MAY 29 PM 2 40  
3<sup>00</sup> MARY GREEN, CLERK *mpp*

On this 19<sup>th</sup> day of May, FEES \$97, before me, the undersigned, a Notary Public, in and for said State, personally appeared MARK S. HARBAUGH

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public  
Residing at: HAILEY, IDAHO  
Commission Expires: April 29, 2002



Expiration Date: 4/29/2002  
Residing: Hailey, Idaho



## 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: April 16, 2021**

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  
Ketchum, ID 83340  
City, State



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

\_\_\_\_\_  
Denise Carraux  
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.** 21410678  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000768855158	\$1,000.00	April 16, 2021 at 7:30 a.m.	\$150.00

**Name of Assured:**  
Galena Engineering, Inc.

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):

TOWNSHIP 4 NORTH RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 11: A parcel of land within the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described by metes and bounds as follows:

Commencing at a brass cap marking the Northwest corner of the Southwest Quarter of the Southeast Quarter, Section 11, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho; thence

South 89°56' East 440.0 feet to an "X" on a stone on the southerly boundary of Warm Springs Road; thence  
North 84°39' East 928.40 feet along the southerly boundary of Warm Springs Road; thence  
South 251.8 feet to a 1/2" rebar, said rebar marking the TRUE POINT OF BEGINNING; thence  
North 68°19' East 75.0 feet to a 1/2" rebar; thence  
South 21°41' East 91.7 feet to a 1/2" rebar; thence  
South 54°00' West 99.1 feet to a 1/2" rebar; thence  
North 11°26' West 118.1 feet to a 1/2" rebar, said rebar marking the TRUE POINT OF BEGINNING.

Also known as Tax Lot 3215

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

Deed Type: Warranty Deed  
Grantors: Mark S. Harbaugh, an unmarried man  
Grantees: Robert L. Okada, a single man  
Recorded Date: May 29, 1997  
Instrument: 402315  
[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. 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.
5. 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 said land is:

[407 Bald Mountain Rd](#), Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2020 for which the first installment is paid, and the second installment is due and payable on or before June 21, 2021.

Parcel Number: [RPK4N170110360](#)

Original Amount: \$2,781.76

3. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.

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

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: January 4, 1960

Instrument No.: [113479](#)

6. Reservations and/or exceptions as contained in a Warranty Deed, executed by Owen Simpson and Josephine Simpson, husband and wife.

Recorded: August 23, 1960

Instrument No.: [114326](#)

Purpose: General Building Restrictions

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

Amount: \$155,236.48

Trustor/Grantor: Robert L. Okada, a single man

Trustee: Pioneer Title Company

Beneficiary: Wells Fargo Bank NA

Dated: April 29, 2016

Recorded: May 5, 2016

Instrument No.: [634754](#)

8. A Deed of Trust (Line of Credit Trust Deed) to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$150,000.00

Trustor/Grantor: Robert L. Okada, a single man

Trustee: Pioneer Title Company

Beneficiary: Consolidated Community Credit Union

Dated: October 24, 2017

Recorded: October 30, 2017

Instrument No.: [647750](#)

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-0000768855158

**Name of Assured:** Galena Engineering, Inc.

**Date of Guarantee:** April 16, 2021

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:

Robert L. Okada, a single man

Sun Valley Title  
By:

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

Nick Busdon, Authorized Signatory

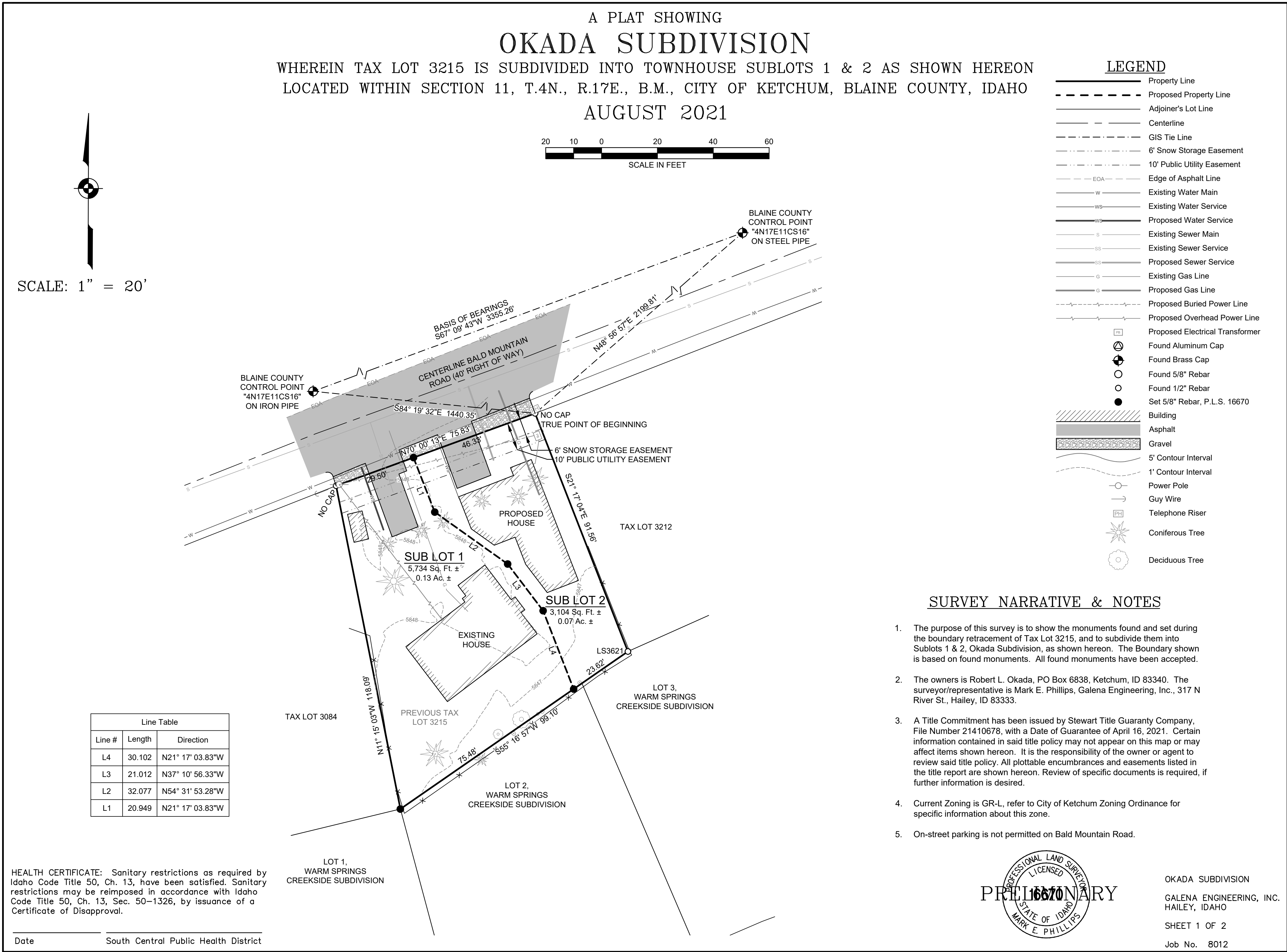
SCHEDULE B

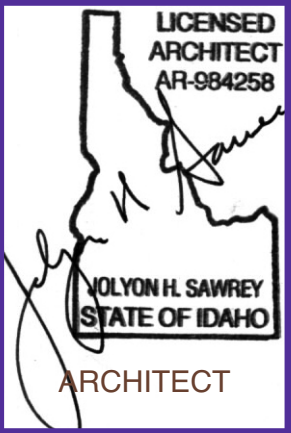
Exceptions:

NONE

# Attachment B:

## Preliminary Plat Plan Set





A NEW RESIDENCE/TOWNHOUSE:  
**407 BALD MTN ROAD**  
KETCHUM, IDAHO

(208) 720-6315 Ph  
jpolon@vitalinkarchitecture.com

**Vital ink** LLC  
Environmental Architecture  
& Consulting LLC

30 West Drive  
Bellevue, Idaho 83713

REVISIONS

DATE  
24 AUG, 2021

C1.4

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described townhouse property:

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Tax Lot 3215

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

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

Robert L. Okada

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared Sallie Castle, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

SURVEYOR’S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670

BLAINE COUNTY SURVEYOR’S APPROVAL

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

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

Date \_\_\_\_\_

KETCHUM CITY ENGINEER’S APPROVAL

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Engineer

KETCHUM CITY COUNCIL’S APPROVAL

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision–Ordinance.

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

Certified by City Clerk

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

BLAINE COUNTY TREASURER’S APPROVAL

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

Blaine County Treasurer

Date \_\_\_\_\_

BLAINE COUNTY RECORDER’S CERTIFICATE

OKADA SUBDIVISION  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 2 OF 2  
Job No. 8012

Attachment C:

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



**City of Ketchum  
Planning & Building**

IN RE:	)	
	)	
780 N 1 <sup>ST</sup> Ave	)	KETCHUM CITY COUNCIL
Condominium Subdivision – Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: November 1, 2021	)	DECISION
	)	
File Number: 21-038	)	

PROJECT:	780 N 1 <sup>st</sup> Ave
APPLICATION TYPE:	Condominium Subdivision – Preliminary Plat
FILE NUMBER:	P21-038
ASSOCIATED APPLICATIONS:	Design Review (P21-069)
REPRESENTATIVE:	Sam Stahlnecker, Galena Engineering (engineer)
OWNER:	SV Ventures, LLC
LOCATION:	780 N 1 <sup>st</sup> Ave – Lot 5, Block 33, Ketchum Townsite
ZONING:	Community Core – Subdistrict 2 – Mixed Use (CC-2)
OVERLAY:	None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Final Design Review on July 23, 2021. The Preliminary Plat was submitted on April 9, 2021, in conjunction with the Preapplication Design Review application, and was held until the Final Design application was received. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on August 19, 2021, after two reviews for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on September 1, 2021. All department comments were addressed satisfactorily through applicant revision of project plans or conditions of approval.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on September 1, 2021. The public hearing notice was published in the Idaho Mountain Express the on September 1, 2021. A notice was posted on the project site and the city's website on September 13, 2021.



## City of Ketchum Planning & Building

The Planning and Zoning Commission (the “Commission”) considered the 780 N 1st Ave Design Review (Application No. P21-069) and the Condominium Subdivision Preliminary Plat (Application No. P21-038) applications during a special meeting on October 26, 2021. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff’s analysis, the applicant’s presentation, and public comment, the Commission unanimously approved the 780 N 1st Ave Design Review application and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

### **BACKGROUND**

The Applicant is proposing an 11,758 square foot three-story multi-family development (the “project”), located at 780 N 1st Avenue (the “subject property”). The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just south of the Mountain Rides facility, diagonal from the Hemingway School. As proposed, the project includes seven residential dwelling units. One dwelling unit on the ground floor, four on the second floor, and two on the third floor. Four of the dwelling units are less than 2,000 square feet, the remaining three are less than 750 square feet. Four parking spaces and one ADA parking space is required for the project. The project proposes four standard and one ADA alley loaded parking spaces. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one deed restricted unit on-site and making a payment-in-lieu for the remaining square footage amount. See Table 2 in Attachment F for the FAR calculations for the project.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The project proposes to snowmelt the sidewalks adjacent to the project and the ground level patio on N 1st Ave in lieu of on-site snow storage. An encroachment permit approved by the City Council will be required for the snow melt system. The parking area is not proposed to be snowmelt; however, the parking area is fully covered by the second floor of the building, therefore snow removal will not be necessary.

### **FINDINGS OF FACT**

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





**City of Ketchum  
Planning & Building**

**FINDINGS REGARDING COMPLIANCE WITH 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 July 23, 2021.
<input checked="" type="checkbox"/>	<input checked="" 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 August 19, 2021.
<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 "The Lofts at 780 1 <sup>st</sup> Avenue" 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 Sheets 1 and 2, the owner and subdivider is SV Ventures, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 3 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the east and south.
<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.



City of Ketchum  
Planning & Building

			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent building to the south and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .8</b>	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheet 2 indicates the area of each residential unit as will be platted for sale.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .9</b>	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Plat note #9 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"/>	<b>16.04.030.I .10</b>	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat 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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .11</b>	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<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"/>	<b>16.04.030.I .12</b>	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .14</b>	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<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"/>	<b>16.04.030.I .15</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .16</b>	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.



**City of Ketchum**  
**Planning & Building**

<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>	The cover sheet to the project plans 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% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<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>	Sheet L1 and the topographic survey of the project plans outlines the existing vegetation on the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Sun Valley Title dated December 23, 2020, and a warranty deed recorded at Instrument Number 682094 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock



City of Ketchum  
Planning & Building

				outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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 does not apply as this is a preliminary plat application, not a final plat application.
<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.



City of Ketchum  
Planning & Building

			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			16.04.040.E	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			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> </ol>



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				<p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<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 is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <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</li> </ol>



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			<p>emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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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>	No new streets are proposed, however, the project is required to bring the current streets of N 1 <sup>st</sup> Ave and 8 <sup>th</sup> Street into conformance with city street standards. Prior to certificate of occupancy, the project will extend asphalt, formalize parking, and install curb, gutter, and sidewalks.
<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>	The alley between N 1 <sup>st</sup> Ave and N Washington Ave meets the minimum width requirement of 20 feet. Due to the topography of the alley and proximity of structures on the adjacent lot, the full 20 feet is not able to be improved to city standards as a retaining wall is necessary along the eastern edge of the alley. As shown on Sheet C1.0, an Eco Block wall ranging from 1-3 feet in height will be placed, limiting the width of travel in the alley to 17 feet. This width still provides for safe movement of vehicles in and out of the parking areas. The applicant will be responsible for maintenance of the alley, including snow removal, adjacent to the subject property until such time when the full length of the alley is brought into conformance with city standards for improvements. This is likely to occur





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				with the redevelopment of the adjacent properties. Upon redevelopment of the property adjacent to the retaining wall, the development will be required to bring the alley into full conformance with city standards, including relocation of the retaining wall out of the right-of-way. The construction method for the retaining wall is of a stacked block construction, easily moved during future construction.
<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>	This standard does not apply as no easements exist or are required.



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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new sanitary sewer mains are required.
<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>	This standard does not apply as this application does not create a new subdivision and no new water mains are required.
<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 does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography,



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			<p>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 within twelve feet (12') horizontally of the top and existing or planned cut slope.</li></ol></li></ol>
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				e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<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.
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat and Sheets C1.0 and C1.2 of the project plans, all utilities will be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<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.



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			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.
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**FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS**

Condominium Subdivision 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>	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"/>	16.04.070.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>	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.
<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>	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units. Additional storage units are provided on the first floor for Units 302 and 203.
<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>	Mechanical equipment rooms are designated on each floor, serving dual purpose for housing of mechanical equipment and storage of maintenance equipment and supplies. Supplies for larger maintenance projects will be supplied by the contractors responsible for the project on an as needed basis.
<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>	Each condominium unit, with the exception of two, is provided a private balcony adjacent to the unit.
<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.
			<i>Findings</i>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.



## City of Ketchum Planning & Building

### 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 City Council has authority to review and approve the applicant’s Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 780 N 1<sup>st</sup> Ave Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the City Council **approves** this Condominium Preliminary Plat Application File No. P21-038 this Monday, November 1, 2021 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-069.
2. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 1st day of November 2021.

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Neil Bradshaw, Mayor  
City of Ketchum



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Buck Subdivision Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Sean Flynn PE of Galena Engineering on behalf of property owners John and Maggie Buck (Lots 1 & 2) to move the interior lot line shared by the subject properties.

Recommended Motion: "I move to approve the Buck Subdivision Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The request to shift lot lines meets all applicable standards for Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- Both lots will continue to meet all applicable zoning and subdivision standards including, but not limited to, minimum lot size, setbacks, and building coverage standards for the LR zone.
- All city departments have reviewed the proposal and have no issue with the proposed lot line shift.

#### Analysis

Lot 1 of Buck Subdivision is located at 1520 Warm Springs Road and Lot 2 is located at 1240 W Canyon Run Boulevard. Buck Subdivision was platted in April 2021 and all infrastructure and public improvements in the subdivision are complete.

Lot 2 is developed with a single-family residence. Lot 1 was issued a building permit for a single-family residence in 2021 and is still under construction. The owners wish to readjust their shared interior lot line, moving the lot line several feet northward. This action will result in Lot 2 increasing by 147 square feet and having a total area of 15,566 square feet. Lot 1 will decrease 147 square feet in size and have a total area of 15,643 square feet. The resulting Lots 1A and 2A will both continue to meet the dimensional standards for setbacks, building coverage, and so forth as required by the zoning code.

The hearing for this action was properly noticed and no public comment has been received as of October 27, 2021.

#### Financial Impact

None

#### Attachments

Lot 1A and 2A, Buck Subdivision, Final Plat

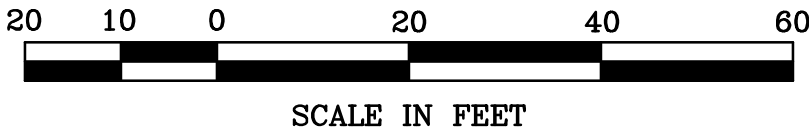
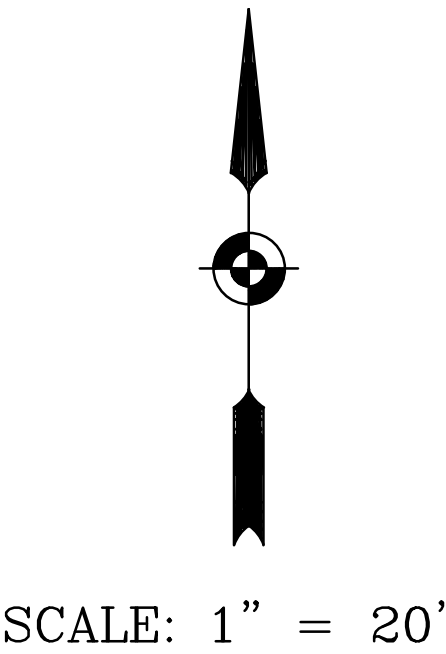




Exhibit A:

Lots 1A & 2A, Buck Subdivision Plat

A PLAT SHOWING  
**LOTS 1A & 2A, BUCK SUBDIVISION**  
WHEREIN THE LOT LINES BETWEEN LOTS 1 AND 2 OF BUCK SUBDIVISION ARE SHIFTED AS SHOWN HEREON  
LOCATED WITHIN SECTION 12, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
SEPTEMBER 2021



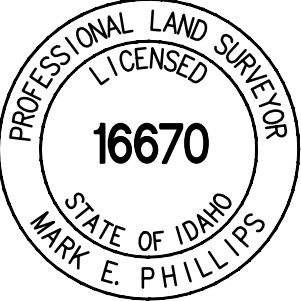
LEGEND	
	Property Boundary
	Previous Lot Line
	Adjoining Lot Lines
	Centerline of Right-of-way
	Existing Fence Line
	GIS Tie Line
	Easement, Type & Width as Shown
	Found 1/2" Rebar
	Found 5/8" Rebar
	Found Brass Cap on 1 1/4" Steel Pipe
	Found Auminum Cap on 5/8" Rebar
	Set 5/8" Rebar, P.L.S. 16670
PUE	Public Utility Easement

**SURVEY NARRATIVE & NOTES**

- The purpose of this survey is to shift the Lot Lines between Lot 1 and 2 of Buck Subdivision as shown, and to show the monuments found and set during the boundary retracement of the above referenced properties. The Boundary shown is based on Found Lot Corner Monuments and the plat of Buck Subdivision, Instrument Number 682210. The additional documents used in the course of this survey were the plat of Sun Valley Subdivision: Replat W1/2 Lot 1, Instrument Number 367508, the Record of Survey of Tax Lot 7338, Instrument Number 660005, the Special Warranty Deed, Instrument Number 578543, the Replat of Lots 2 and 3, Sun Valley Subdivision, Instrument Number 295492, and the plat of Sun Valley Subdivision, Instrument Number 92929, all records of Blaine County, Idaho.
- The distances shown are measured. Refer to the above referenced documents for previous record data.
- A Title Commitment has been issued by Westcor Land Title Insurance Company, File Number 19330450, with a Date of Guarantee of May 10, 2019. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.

**CERTIFICATE OF SURVEYOR**

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



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

LOTS 1A & 2A, BUCK SUBDIVISION

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 2  
Job No. 6808-01

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

Date \_\_\_\_\_ South Central Public Health District

CERTIFICATE OF OWNERSHIP

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

Parcels of land located within Section 12, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOTS 1 AND 2, BUCK SUBDIVISION

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

John Riley Buck  
Lot 2, Buck Subdivision

Maggie L. Acker–Buck  
Lot 2, Buck Subdivision

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, personally appeared John Riley Buck & Maggie L. Acker–Buck, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 \_\_\_\_\_

Acker, LLC, An Idaho Limited Liability Company

Randell L. Acker  
Lot 1, Buck Subdivision

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, personally appeared Randell L. Acker, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State

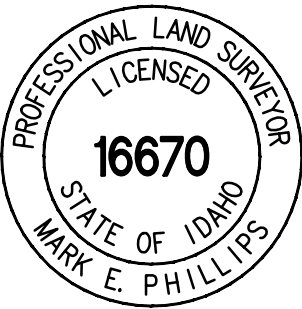
Residing in \_\_\_\_\_

My Commission Expires \_\_\_\_\_

SURVEYOR’S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR’S APPROVAL

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

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

Date \_\_\_\_\_

KETCHUM CITY ENGINEER’S APPROVAL

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Engineer

KETCHUM CITY COUNCIL’S APPROVAL

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision–Ordinance.

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

Certified by City Clerk

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

BLAINE COUNTY TREASURER’S APPROVAL

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

Blaine County Treasurer

Date \_\_\_\_\_

BLAINE COUNTY RECORDER’S CERTIFICATE

LOTS 1A & 2A, BUCK SUBDIVISION

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 2 OF 2  
Job No. 6808-01

Exhibit B:

Findings of Fact,  
Conclusions of Law,  
and Decision



City of Ketchum  
Planning & Building

IN RE: )  
)  
Buck Subdivision Lot Line Shift ) KETCHUM CITY COUNCIL  
Lot Line Shift ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Date: November 1, 2021 ) DECISION  
)  
File Number: P21-065 )

**Findings Regarding Application Filed**

**PROJECT:** Buck Subdivision Lot Line Shift

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P21-065

**OWNER:** John Riley Buck & Maggie Acker-Buck

**REPRESENTATIVE:** Sean Flynn, Galena Engineering

**REQUEST:** Final Plat readjust the interior property line shared by the two subject properties

**LOCATION:** 1520 Warm Springs Road and 1240 W Canyon Run Boulevard (Lots 1 and 2 of Buck Subdivision)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on October 13, 2021. The public hearing notice was published in the Idaho Mountain Express on October 8, 2021.

**ZONING:** Limited Residential (LR) Zoning District

**Findings Regarding Application Filed**

This Lot Line Shift application, submitted by Sean Flynn of Galena Engineering on behalf of property owners John Riley Buck and Maggie Acker-Buck, proposes to shift the interior lot line between Lots 1 and 2 of Buck Subdivision located at 1520 Warm Springs Road and 1240 W Canyon Run Boulevard within the Limited Residential (LR) Zoning District.

Lot 1 is currently 15,790 square feet and Lot 2 is currently 15,419 square feet. The lot line shift will move the interior property line resulting in a Lot 1A that is 15,643 square feet and a Lot 2A that is 15,566 square feet.

**Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)**

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Buck Subdivision Lots 1A and 2A complies with the dimensional standards required for properties located within Limited Residential (LR) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

*Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).*

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. As specified in Condition of Approval #2, the amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to combine two lots. As conditioned, the proposed Lots 1A & 2A, Buck Subdivision Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

**Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements**

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<b>Council Findings</b>	<i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<b>Council Findings</b>	<i>As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot

				area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<b>Council Findings</b>	<i>The plat indicates Warm Springs Road and W Canyon Run Boulevard as well as the utility and snow storage easements.</i>  <i>As conditioned, this standard shall be met. The final plat mylar shall show tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.4</b>	<b>Names and locations of all adjoining subdivisions.</b>
			<b>Council Findings</b>	<i>The plat indicates the adjacent Sun Valley Subdivision to the north. As this standard shall be met, the final plat mylar shall show the names and locations of all adjoining subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.5</b>	<b>Name and right of way width of each street and other public rights of way.</b>
			<b>Council Findings</b>	<i>This standard has been met. The plat indicates the Warm Springs Road and W Canyon Run Boulevard public rights-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.6</b>	<b>Location, dimension and purpose of all easements, public or private.</b>
			<b>Council Findings</b>	<i>This standard has been met. The plat indicates the utility and snow storage easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.7</b>	<b>The blocks numbered consecutively throughout each block.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.8</b>	<b>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.</b>
			<b>Council Findings</b>	<i>N/A as no dedications of this type have been proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.9</b>	<b>The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.10</b>	<b>Scale, north arrow and date.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.11</b>	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<b>Council Findings</b>	<i>This standard has been met. Warm Springs Road and W Canyon Run Boulevard are indicated on the subdivision plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.12</b>	<b>A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.</b>
			<b>Council Findings</b>	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.13</b>	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.14</b>	<b>A current title report of all property contained within the plat.</b>
			<b>Council Findings</b>	<i>This standard has been met. A title report was submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.15</b>	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>

			<b>Council Findings</b>	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.16</b>	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.17</b>	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.18</b>	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<b>Council Findings</b>	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.19</b>	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<b>Council Findings</b>	This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.L</b>	<b>Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.</b>
			<b>Council Findings</b>	This standard has been met.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.A</b>	<b>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.</b>
			<b>Council Findings</b>	This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.B</b>	<b>Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</b>
			<b>Council Findings</b>	This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.C</b>	<b>Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</b>



			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<b>Council Findings</b>	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <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 outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <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> <li>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</li> </ol>

			<b>Council Findings</b>	<i>Standard #1 has been met. Lot 1A and Lot 2A complies with the dimensional standards required for lots within the LR Zone. Standard #2 is not applicable as the subject property isn't located within the Floodplain or Mountain overlays. Standard #3-6 have been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<b>Council Findings</b>	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</li> <li>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</li> <li>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</li> <li>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</li> <li>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</li> <li>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</li> <li>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</li> </ol>

				<p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<b>Council Findings</b>	<i>This standard is not applicable. This proposal does not create new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.. Alleys are not required within residential neighborhoods.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p>

				<p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<b>Council Findings</b>	<i>Standard #1 has been met. The plat indicates the required utility easement. Standards #2-6 are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.K</b>	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.L</b>	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.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	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.

			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <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 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> </ol> </li> </ol>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A..</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses</p>

				intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.P</b>	<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.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<b>Off Site Improvements:</b> Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.R</b>	<b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<b>Council Findings</b>	<i>This standard is not applicable as the property is not located in the Avalanche or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.S</b>	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 1 and 2 of Buck Subdivision to create amended Lot 1A and Lot 2A.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** the Lots 1A & 2A, Buck Subdivision Lot Line Shift Application this Monday, November 1<sup>st</sup>, 2021 subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
6. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

Findings of Fact **adopted** this 1<sup>st</sup> day of November 2021

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Neil Bradshaw, Mayor

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Tara Fenwick, City Clerk





## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Northwood Light Industrial Park Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Sean Flynn PE of Galena Engineering on behalf of property owner Elmar Grabher (Lots 4A & 5AA) to move the interior lot line shared by the subject properties.

Recommended Motion: "I move to approve the Northwood Light Industrial Park Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- Both lots will continue to meet all applicable zoning and subdivision standards including, but not limited to, minimum lot size, setbacks, and building coverage standards for the LI-2 zone.
- All city departments have reviewed the proposal and have no issue with the proposed lot line shift.

#### Analysis

Lot 4A of Northwood Light Industrial Park is located at 200 Northwood Way and Lot 5AA is located at 180 Northwood Way. Northwood Light Industrial Park was platted in 1982 and all infrastructure and public improvements in the subdivision are complete.

Both Lot 4A and Lot 5AA are developed with businesses on site. The owner wishes to readjust their shared interior lot line, moving the lot line several feet southward (closer to Lot 5AA). This action will result in Lot 4B having a total area of 21,668 square feet and Lot 5B 26,106 square feet. The resulting Lots 4B and 5B will both continue to meet the dimensional standards for setbacks, building coverage, and so forth as required by the zoning code.

The hearing for this action was properly noticed and no public comment has been received as of October 27, 2021.

#### Financial Impact

None

#### Attachments

Lot 4B and 5B, Northwood Light Industrial Park, Final Plat  
Draft Findings of Fact, Conclusions of Law, and Decision

Exhibit A:

Northwood Light Industrial Park,  
Phase 1; BLK 1; Lots 4B & 5B Plat

A PLAT SHOWING  
**NORTHWOOD LIGHT INDUSTRIAL PARK, PHASE 1; BLK 1; LOTS 4B & 5B**  
WHEREIN THE COMMON BOUNDARY LINE BETWEEN NORTHWOOD LIGHT INDUSTRIAL PARK, PHASE 1; BLK 1; LOTS 4A & 5AA IS SHIFTED AS SHOWN HEREON  
LOCATED WITHIN SECTION 12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
OCTOBER 2021

SCALE: 1" = 30'

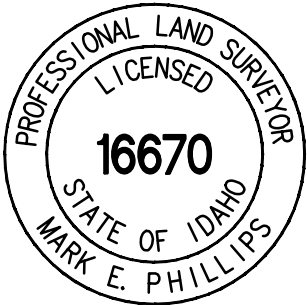


- LEGEND**
- Property Line
  - Proposed Property Line
  - Property Line to be Vacated
  - Adjoiner's Lot Line
  - Centerline of Right of Way
  - Easement, Type & Width as Shown
  - GIS Tie Line
  - Water Main Line
  - Water Service Line
  - Sewer Main Line
  - Sewer Service Line
  - Existing Building
  - Found Brass Cap, in Concrete
  - Found Concrete Monument
  - Found 1/2" Rebar
  - Found 5/8" Rebar
  - Calculated Point, Not Set
  - Set 5/8" Rebar, P.L.S. 16670

**SURVEY NARRATIVE & NOTES**

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Northwood Light Industrial Park, Phase 1; Blk 1; Lots 4A & 5AA and shift the common boundary to create Northwood Light Industrial Park, Phase 1; Blk 1, Lots 4B & 5B, as shown hereon. The boundary shown is based on found lot corner monuments and plat of Northwood Light Industrial Park, Phase 1; Blk 1; Lots 4A & 5A, Instrument Number 650262, records of Blaine County, Idaho. All found monuments have been accepted. The missing property corners were reset by proportioning the record distances between found monuments. Additional documents used in the course of this survey include Northwood Light Industrial Park Phase 1, Amended Plat 1984, Instrument Number 249362, and the Plat of Northwood Light Industrial Park, Phase 1, Lots 5, 6, & 7 Amended, Instrument Number 283212, both records of Blaine County, Idaho.
- The distances shown are measured. Refer to the above referenced survey for previous record data.
- An ALTA Commitment for Title Insurance for Lots 4A and 5AA, Block 1 of Northwood Light Industrial Park, Phase 1; Block 1; Lots 4A & 5AA has been issued by Stewart Title Guaranty Company, Commitment Number 2123995, with a Commitment Date of August 13, 2021. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- An Access Easement as shown hereon is created over a portion of Lot 4B to benefit 5B. Said easement is for access from Northwood Way to Lot 5B.
- The current zoning is LI-2 (Light Industrial 2) Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner is Elmar Grabher, PO Box 507, Sun Valley, ID 83353. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	7.55'	50.00'	8° 38' 58"	3.78'	7.54'	N03° 36' 52"E
C2	44.17'	50.00'	50° 37' 04"	23.64'	42.75'	N33° 14' 53"E



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

NORTHWOOD LIGHT INDUSTRIAL PARK,  
PHASE 1; BLK 1; LOTS 4B & 5B  
  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 2

Job No. 8171

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

Date

South Central District Health Dept., EHS

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 4A & 5AA, Block 1 of Northwood Light Industrial Park, Phase 1; Block 1; Lots 4A & 5AA

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

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

Elmar Grabher, as to an undivided 50% interest

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said State, personally appeared Elmar Grabher, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My Commission Expires

Rigmor Grabher Trust, as to an undivided 50% interest  
Elmar Grabher, Trustee

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, a Notary Public in and for said State, personally appeared Elmar Grabher, Trustee of the Rigmor Grabher Trust, as to an undivided 50% interest, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said trust.

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

\_\_\_\_\_  
Notary Public in and for said State

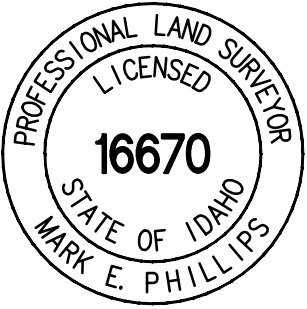
Residing in \_\_\_\_\_

My Commission Expires \_\_\_\_\_

SURVEYOR’S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR’S APPROVAL

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

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

\_\_\_\_\_  
Date

KETCHUM CITY ENGINEER’S APPROVAL

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Engineer

KETCHUM CITY COUNCIL’S APPROVAL

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision–Ordinance.

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

\_\_\_\_\_  
Date

Certified by City Clerk

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

\_\_\_\_\_  
Date

BLAINE COUNTY TREASURER’S APPROVAL

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

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

BLAINE COUNTY RECORDER’S CERTIFICATE

NORTHWOOD LIGHT  
INDUSTRIAL PARK,  
PHASE 1; BLK 1; LOTS 4B & 5B

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 2 OF 2

Job No. 8171

Exhibit B:

Draft Findings of Fact,  
Conclusions of Law,  
And Decision



City of Ketchum  
Planning & Building

IN RE: )  
)  
Northwood Light Industrial Park Lot Line Shift ) KETCHUM CITY COUNCIL  
Lot Line Shift ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Date: November 1, 2021 ) DECISION  
)  
File Number: P21-089 )

**Findings Regarding Application Filed**

**PROJECT:** Northwood Light Industrial Park Lot Line Shift

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P21-089

**OWNER:** Elmar Grabher

**REPRESENTATIVE:** Sean Flynn, Galena Engineering

**REQUEST:** Final Plat readjust the interior property line shared by the two subject properties

**LOCATION:** 180 and 200 Northwood Way (Lots 4A and 5AA of Buck Subdivision)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on October 13, 2021. The public hearing notice was published in the Idaho Mountain Express on October 8, 2021.

**ZONING:** Light Industrial - 2 (LI-2) Zoning District

**Findings Regarding Application Filed**

This Lot Line Shift application, submitted by Sean Flynn of Galena Engineering on behalf of property owner Elmar Grabher, proposes to shift the interior lot line between Lots 4A and 5AA of Buck Subdivision located at 180 and 200 Northwood Way within the Light Industrial - 2 (LI - 2) Zoning District.

The lot line shift will move the interior property line resulting in a Lot 4B that is 21,668 square feet and a Lot 5B that is 26,106 square feet.

**Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)**

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Northwood Light Industrial Park Lots 4A and 5AA complies with the dimensional standards required for properties located within Light Industrial - 2 (LI-2) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

*Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or*

*building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).*

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. As specified in Condition of Approval #2, the amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to combine two lots. As conditioned, the proposed Northwood Light Industrial Park Lots 4B & 5B Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

**Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements**

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>Council Findings</i>	<i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i>	<i>As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with

				<b>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>
			<b>Council Findings</b>	<i>The plat indicates Northwood Way and Highway 75 as well as the utility, planting strip, drainage and access easements.</i>  <i>As conditioned, this standard shall be met. The final plat mylar shall show tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.4</b>	<b>Names and locations of all adjoining subdivisions.</b>
			<b>Council Findings</b>	<i>The plat indicates the adjacent Northwood PUD and Industrial East Subdivision. As this standard shall be met, the final plat mylar shall show the names and locations of all adjoining subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.5</b>	<b>Name and right of way width of each street and other public rights of way.</b>
			<b>Council Findings</b>	<i>This standard has been met. The plat indicates the Northwood Way and Highway 75 public rights-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.6</b>	<b>Location, dimension and purpose of all easements, public or private.</b>
			<b>Council Findings</b>	<i>This standard has been met. The plat indicates the utility, planting strip, drainage, and snow storage easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.7</b>	<b>The blocks numbered consecutively throughout each block.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.8</b>	<b>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.</b>
			<b>Council Findings</b>	<i>N/A as no dedications of this type have been proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.9</b>	<b>The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.10</b>	<b>Scale, north arrow and date.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.11</b>	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<b>Council Findings</b>	<i>This standard has been met. Northwood Way and Highway 75 are indicated on the subdivision plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.12</b>	<b>A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.</b>
			<b>Council Findings</b>	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.13</b>	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.14</b>	<b>A current title report of all property contained within the plat.</b>
			<b>Council Findings</b>	<i>This standard has been met. A title report was submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.15</b>	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners</i>

Northwood Light Industrial Park, Phase 1; Blk 1; Lots 4B & 5B Lot Line Shift Application

Findings of Fact, Conclusions of Law, and Decision

Ketchum City Council Meeting of November 1<sup>st</sup>, 2021

City of Ketchum Planning & Building Department



				and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	<b>Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	<b>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<b>Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<b>Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<b>Council Findings</b>	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <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 outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <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> <li>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</li> </ol>

			<b>Council Findings</b>	<i>Standard #1 has been met. Lot 4B and Lot 5B complies with the dimensional standards required for lots within the LI-2 Zone. Standard #2 is not applicable as the subject property isn't located within the Floodplain or Mountain overlays. Standard #3-6 have been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.G</b>	<p><b>G. Block Requirements:</b> 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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<b>Council Findings</b>	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H</b>	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</li> <li>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</li> <li>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</li> <li>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</li> <li>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</li> <li>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</li> <li>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</li> </ol>

				<p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<b>Council Findings</b>	<i>This standard is not applicable. This proposal does not create new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p>

				<p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<b>Council Findings</b>	<i>Standard #1 has been met. The plat indicates the required utility easement. Standards #2-6 are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.K</b>	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.L</b>	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.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	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.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.N</b>	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

Northwood Light Industrial Park, Phase 1; Blk 1; Lots 4B & 5B Lot Line Shift Application

Findings of Fact, Conclusions of Law, and Decision

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City of Ketchum Planning & Building Department

				<p>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> <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 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> </ol> </li> </ol>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.O</b>	<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>
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.P</b>	<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.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<b>Off Site Improvements:</b> Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.R</b>	<b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<b>Council Findings</b>	<i>This standard is not applicable as the property is not located in the Avalanche or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.S</b>	<b>Existing natural features</b> which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<b>Council Findings</b>	<i>This standard is not applicable as this application shifts the interior lot line separating Lot 4A and 5AA of Northwood Light Industrial Park to create amended Lot 4B and Lot 5B.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** the Northwood Light Industrial Park, Phase 1; Blk 1; Lots 4B & 5B Lot Line Shift Application this Monday, November 1<sup>st</sup>, 2021 subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.



6. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

Findings of Fact **adopted** this 1<sup>st</sup> day of November 2021

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Neil Bradshaw, Mayor

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Tara Fenwick, City Clerk



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To Conduct Public Hearing and Approve for Third Reading Ordinance 1226 Amending KMC Section 17.12.040. Dimensional Standards, CC District Matrix to Modify the Fourth-floor Setback for Projects Where 100% of the Residential Units are Community or Workforce Housing,**

Recommendation and Summary

Staff is recommending the Council conduct a public hearing and approve Third reading of Ordinance 1226 and adopt the following motion:

**"I move to approve the Third reading of Ordinance 1226 and read by title only by the City Clerk."**

The reasons for the recommendation are as follows:

- On August 10, 2021, the Planning and Zoning Commission recommended approval of the proposed text amendment.
- The proposed amendment provides greater design flexibility for configuring the fourth floor of community housing projects. By averaging the 10-foot setback, some portions of the building will be setback greater than 10 feet and some portions may be closer than 10 feet.

PROPOSED AMENDMENT

Amend KMC Section 17.12.040, Fourth Floor Setback for Community Housing Projects

Section 17.12.040, Dimensional Standards, CC District Matrix, establishes the development standards for projects within the Community Core District (CC). Currently, projects with a fourth floor are required to set the fourth floor back 10 feet on all sides. Uninhabitable structures and equipment are required to be setback 10 feet from the building façade.

Staff is recommending the Council conduct a Third reading of Ordinance 1226 to amend the fourth-floor setback requirement in the Community Core District for projects where 100% of the residential units are community or workforce housing (Attachment A). The reason for this change:

- The proposed change provides for greater design flexibility. By averaging the 10-foot setback, some portions of the building will be setback greater than 10 feet and some portions may be closer than 10 feet.
- Community housing projects typically provide more outdoor space for residents than market rate development. By averaging the setback, a project can aggregate open space to benefit the residents.
- Averaging allows greater flexibility in the placement of stairwells and elevator shafts.

As proposed, the fourth-floor setback for community housing projects would be an average 10-foot setback instead of a uniform 10-foot setback. This approach provides greater design flexibility in the placement of features such as elevator shafts and stairwells, facilitates a reduction in the perceived building mass, and provides for larger open space areas.

The Planning and Zoning Commission and City Council retain the authority to review and determine if the fourth-floor design and placement is appropriate. In addition to Planning and Zoning Commission design review, projects with fourth floors are subject to City Council review and approval. While the proposed amendment allows design flexibility for the fourth floor, the project design is still subject to review and approval by both the Planning and Zoning Commission and City Council.

#### Planning and Zoning Commission Action

On August 10, 2021, the Planning and Zoning Commission conducted a public hearing on the proposed amendment. The Planning and Zoning Commission unanimously recommended approval of the proposed amendment to the City Council.

#### PROCESS

Consistent with KMC 17.152, the Commission conducted a public hearing on the proposed amendment to the Zoning Ordinance and recommended approval to the City Council. Notice of the City Council public hearing was published in the Mountain Express on September 15, 2021, and notice was sent in accordance with KMC Chapter 17.152. The Council can approve, amend, or reject the proposed amendment.

#### PUBLIC INPUT

No written public comment was received between the date the hearing notice was published and publication of this staff report for the October 4, 2021, hearing. Any written public comment received prior to the public hearing will be distributed to the Council and included in the public record.

#### FINANCIAL IMPACT

There is no financial impact as a result of the proposed recommendation.

#### Attachments:

- A. Proposed Ordinance 1226
- B. Proposed Publication Summary of Ordinance 1226

## ORDINANCE NO 1226

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.040, DIMENSIONAL STANDARDS, CC DISTRICT USE MATRIX TO MODIFY THE FOURTH-FLOOR SETBACK FOR PROJECTS WHERE 100% OF THE RESIDENTIAL UNITS ARE COMMUNITY OR WORKFORCE HOUSING, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance and the District Zoning Map pursuant to Idaho Code § 67-6511; and

WHEREAS, Title 17, the Zoning Code, establishes development standards for projects in the Community Core (CC) Zoning District; and

WHEREAS, the proposed code amendment will provide design flexibility for projects that provide 100% of the units are workforce or community housing units; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on the proposed text amendment on August 10, 2021 and recommended approval to the City Council; and

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and any comments from the public at a public hearing on October 4, 2021, having determined that it is in the best interests of the public to adopt the proposed amendment to Title 17:

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

**Section 1: AMENDMENT TO SECTION 17.12.040: DIMENSIONAL STANDARDS, CC DISTRICT MATRIX:**

A. Development in the Community Core District shall comply with the standards set forth in the dimensional standards, CC District matrix. Dimensional standards for all other districts, unless otherwise specified, shall be found in section 17.12.030 of this chapter.

B. In addition to the requirements of the dimensional standards, CC District matrix, the regulations of chapter 17.128, "Supplementary Location and Bulk Regulations", of this title apply.

## COMMUNITY CORE DIMENSIONAL STANDARDS

Dimensional Standards	Subdistrict 1: Retail Core	Subdistrict 2: Mixed Use
Lot/FAR miscellaneous:		
Minimum lot size	5,500 sq. ft.	
Minimum lot width	Average of 55'	
FAR requirements	See FAR requirements in section 17.124.040 of this title	
Minimum building setbacks:		
Front and street side	0'	5' average
Adjacent to alleyway	3'	
Rear side not adjacent to an alleyway	0'	
Interior side		
Cantilevered decks and overhangs		
Setback for 5th floors	20' from street sides and frontage and 10' on all other sides	
Setback for 4th floors <b>for all projects except for projects where 100% of the residential units are community or workforce housing</b>	10'	
Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades <b>for all projects except for projects where 100% of the residential units are community or workforce housing</b>		
<b>Setback for 4<sup>th</sup> floor habitable and uninhabitable portions of the building, fixed amenities, solar and mechanical equipment for projects where 100% of the residential units are community or workforce housing</b>		
	<b>An average 10' setback from the ground floor building facade.</b>	
Maximum building heights:		
Cantilevered decks and overhangs	8' above grade and/or walking surface	
Building height	42', unless otherwise allowed in this title	
Height of buildings devoted 100% towards community housing <sup>1</sup>	52 <sup>2</sup>	
Hotel building height (for hotel development standards see subsection 17.124.050B6 of this title)	68 <sup>2</sup>	
Non-habitable structures located on building roof tops	10'	
Perimeter walls enclosing roof top deck and structures	4' above roof surface height. Perimeter roof top walls are required to be at least 75% transparent	
Roof top solar and mechanical equipment above roof surface	5'	

Note:

1. For purposes of this section, a project in the Community Core Subdistrict 1 that provides 100% community housing above the First floor and complies with the ground floor street frontage uses of the subdistrict, shall be considered a 100% community housing project.

2. All buildings greater than 48 feet in height or that contain a 4th or 5th floor shall require final approval from the City Council. For hotel height standards, see subsection 17.124.050B6 of this title.

**Section 2. REPEALER CLAUSE.** All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

**Section 3. SAVINGS AND SEVERABILITY CLAUSE.** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. PUBLICATION.** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached 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 5. 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 \_\_\_\_\_ 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

## ORDINANCE NO. 1226

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.040, DIMENSIONAL STANDARDS, CC DISTRICT USE MATRIX TO MODIFY THE FOURTH-FLOOR SETBACK FOR PROJECTS WHERE 100% OF THE RESIDENTIAL UNITS ARE COMMUNITY OR WORKFORCE HOUSING, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

A summary of the principal provisions of Ordinance No. 1226 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_ 2021, is as follows:

- SECTION 1.** Amends Section 17.12.040 DIMENSIONAL STANDARDS, CC DISTRICT MATRIX to modify the fourth-floor setback for projects where 100% of the residential units are community or workforce housing. The following amendment is proposed:
- SECTION 2.** Provides a repealer clause
- SECTION 3.** Provides a savings and severability clause.
- SECTION 4.** Provides for publication of this Ordinance by Summary.
- SECTION 5.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

\_\_\_\_\_  
Tara Fenwick, City Clerk

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



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To Approve Ordinance 1227 Amending KMC Section 15.20, Green Building Codes to include new Section 15.20.060, Electric Vehicle Charging Infrastructure, requiring at least one 240-volt dedicated branch circuit that may be used for electric vehicle charging in new construction of one- and two-family dwellings and townhouses.**

### Recommendation and Summary

Staff is recommending the Council review and approve second reading of Ordinance 1227 and adopt the following motion:

**"I move to approve the second reading of Ordinance 1227 and read by title only by the City Clerk."**

The reasons for the recommendation are as follows:

- Consistent with the 2020 Ketchum Sustainability Plan, the proposed ordinance furthers the goal of reducing carbon emissions from vehicles.
- The proposed ordinance implements a requirement being considered by other jurisdictions in the Wood River Valley.
- The proposed ordinance requires installation of infrastructure to support future EV charging equipment as part of construction instead of more costly installation after construction is completed.

### Introduction and History

Ketchum has had green building standards in place since 2012. Ketchum Municipal Code (KMC) Chapter 15.20 establishes green building standards for new construction, additions, and remodels. The proposed ordinance adds a new section requiring installation of at least one 240-volt branch circuit terminating at a receptacle that may be used for electric vehicle charging equipment. The requirement applies to new construction of one- and two-family dwellings and townhouses.

### Analysis

The proposed requirement is consistent with the standard adopted by the City of Boise and the standard under consideration by other jurisdictions in the Wood River Valley. By requiring the installation of the 240-volt receptacle as part of new construction, it is incorporated into a project at the construction phase instead of retrofitting at a later date. This is a proactive approach facilitates installation of future EV charging equipment.

### Sustainability

This ordinance is consistent with the 2020 Ketchum Sustainability Plan.



Financial Impact

There are no fiscal impacts to the city related to the adoption of this ordinance.

Attachments:

- A. Proposed Ordinance 1227
- B. Proposed Publication Summary of Ordinance 1227
- C. Red-lined version of Chapter 15.20

## ORDINANCE NO 1227

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 15.20, GREEN BUILDING CODES TO ADD SECTION 15.20.060 REQUIRING ELECTRIC CHARGING INFRASTRUCTURE TO BE INSTALLED IN NEW CONSTRUCTION OF ONE- AND TWO-FAMILY DWELLINGS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ketchum is authorized to amend the city municipal code; and

WHEREAS, Title 15.20, contains the city's Green Building Codes; and

WHEREAS, the proposed code amendment will provide future owners the ability to install electric vehicle charging infrastructure without significant expense; and

WHEREAS, Ketchum has adopted the 2020 Ketchum Sustainability Plan that identifies a Priority 1 General Action of supporting the adoption and enforcement of building coded related to sustainability; and

WHEREAS, the City Council, having determined the amendment is considered the recommendation of the Planning and Zoning Commission and any comments from the public at a public hearing on October 4, 2021, having determined that it is in the best interests of the public to adopt the proposed amendment to Title 17:

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

**Section 1: INSERT SECTION 15.20.060, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE INTO CHAPTER 15.20:**

### 15.20.060 Electric Vehicle Charging Infrastructure

Vehicle parking constructed in combination with one- and two-family dwellings and townhouses in new construction, require at least one two hundred forty (240) volt, forty (40) ampere dedicated branch circuit terminating at a receptacle or electric vehicle supply equipment, to be provided that may be used for electric vehicle charging, located in close proximity to the parking spaces. The branch circuit shall be identified as "EV Ready" in the service panel or subpanel directory and the termination at the receptacle location shall be marked as "EV Ready". Only one vehicle garage per parcel requires an "EV Ready" receptacle or electrical vehicle supply equipment. Installation shall comply with applicable provisions of the National Electrical Code.

**Section 2: RENUMBER SECTION 15.20.060, CRIMINAL VIOLATION; PENALTY; CIVIL ENFORCEMENT TO SECTION 15.20.070 AND RENUMBER SECTION 15.20.070, APPEALS TO SECTION 15.20.080.**

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

**Section 4. SAVINGS AND SEVERABILITY CLAUSE.** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 5. PUBLICATION.** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached 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 5. 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 \_\_\_\_\_ 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

## ORDINANCE NO. 1227

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 15.20, GREEN BUILDING CODES TO ADD SECTION 15.20.060 REQUIRING ELECTRIC CHARGING INFRASTRUCTURE TO BE INSTALLED IN NEW CONSTRUCTION OF ONE- AND TWO-FAMILY DWELLINGS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

A summary of the principal provisions of Ordinance No. 1227 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_2021, is as follows:

- SECTION 1.** Amends Section 15.20, Green Building Codes by adding a new Section 15.20.060, Electric Vehicle Charging Infrastructure:
- Vehicle parking constructed in combination with one- and two-family dwellings and townhouses in new construction, require at least one two hundred forty (240) volt, forty (40) ampere dedicated branch circuit terminating at a receptacle or electric vehicle supply equipment, to be provided that may be used for electric vehicle charging, located in close proximity to the parking spaces. The branch circuit shall be identified as "EV Ready" in the service panel or subpanel directory and the termination at the receptacle location shall be marked as "EV Ready". Only one vehicle garage per parcel requires an "EV Ready" receptacle or electrical vehicle supply equipment. Installation shall comply with applicable provisions of the National Electrical Code.
- SECTION 2:** Renumbers Section 15.20.060 to Section 15.20.070 and renumbers Section 15.20.070 to Section 15.20.080.
- SECTION 3.** Provides a repealer clause
- SECTION 4.** Provides a savings and severability clause.
- SECTION 5.** Provides for publication of this Ordinance by Summary.
- SECTION 6.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

\_\_\_\_\_  
Tara Fenwick, City Clerk

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

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## CHAPTER 15.20 GREEN BUILDING CODES

### 15.20.010 Applicability.

This chapter supplements the other International Code Council codes adopted by the City and is not intended to be used as independent construction regulations or to abridge or supersede safety, health or environmental requirements under other applicable codes or ordinances. The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal laws or codes. The provisions of this chapter shall apply to all residential construction and the residential portions of mixed use projects.

### 15.20.20 New residential construction.

The following certification programs shall satisfy the requirements of this Code. Third party verification is required. Additional programs may be approved by the City on a case by case basis if they meet or exceed the requirements of the programs below:

- A. Leadership in energy and environmental design (LEED) silver certification, verified by a LEED green rater; or
- B. National green building standard (NGBS) silver certification, verified by a National Association of Home Builders (NAHB) verifier.

### 15.20.30 Residential additions.

Additions shall meet the requirements of section 15.20.020 of this chapter or the following green building practices shall be implemented:

- A. *Site preservation.*
  - 1. Limits of disturbance shall be shown on plans and fenced on site.
  - 2. All trees to be preserved shall have fencing to protect the root structure.
  - 3. All run off shall be contained on site. Sediment and erosion control measures shall be shown on plans and implemented.
- B. *Resource conservation.*
  - 1. Construction waste recycling: Separate recycling containers shall be provided for cardboard, metal, plastic and clean wood waste.
  - 2. A built in recycling collection space shall be provided in each new or enlarged kitchen, and an aggregation/pick up recycling space shall be provided in a garage, covered outdoor space or other area.
  - 3. A minimum of two resource efficient building products shall be shown on plans and installed:
    - a. Engineered lumber or steel.
    - b. Recycled building products (minimum 50 percent recycled content).
    - c. Indigenous building products (produced within 500 miles).
    - d. Certified wood based products (FSC or SFI).
- C. *Water conservation.*

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1. Indoor.
    - a. All plumbing fixtures shall be WaterSense rated or equivalent.
    - b. Water recirculating systems shall be limited to on demand type systems.
  2. Outdoor.
    - a. Landscaping irrigation shall meet EPA WaterSense program requirements.
    - b. Turf grass shall be of a drought tolerant species (Rhizomatous tall fescue or equivalent) or limited to 25 percent of the total landscaped portion of the site.
    - c. Seventy-five percent of new trees and shrubs shall be native or listed on the University Of Idaho's list of drought tolerant shrubs and trees.
- D. *Energy conservation.*
1. Meet the requirements of the 2012 International Energy Conservation Code.
  2. All appliances, with exception of range, oven, cooktop and microwave, shall be Energy Star rated.
  3. Hot water heaters shall be Energy Star rated or meet the 2015 National Appliance Energy Conservation Act (NAECA) requirements.
  4. Air conditioning and heating appliances shall be Energy Star rated or minimum 95 percent efficient.
- E. *Indoor air quality.* All paints, primers, stains and adhesives, or flooring shall be low VOC certified per the California air resources board consumer products regulations.

#### **15.20.040 Remodels.**

- A. Construction waste recycling: Separate recycling containers shall be provided for cardboard, metal and clean wood waste.
- B. If the following items are replaced, they shall meet the requirements above for additions:
1. Light fixtures.
  2. Appliances.
  3. Heating and cooling appliances.
  4. Plumbing fixtures.
  5. Irrigation.

#### **15.20.050 Exterior energy conservation (EEC).**

- A. *Prescriptive path.*
1. *Pool/spa requirements.*
    - a. Automated cover required for pools;
    - b. Minimum 92 percent efficiency pool heater or Energy Star heat pump;
    - c. Variable speed pumps or equivalent;
    - d. Insulate all pipes to R-10;
    - e. Insulate below grade walls where feasible;

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- f. Spa cover: Minimum R-18, tested at 25 degrees Fahrenheit;
  - g. Indoor pools: Building is required to meet 2012 IECC.
2. *Snowmelt requirements.*
- a. Insulate below and perimeter with minimum R-10 structural insulation;
  - b. Minimum 92 percent efficiency boiler or Energy Star heat pump;
  - c. Automated controls capable of shutting off the system when the pavement temperature is above 50 degrees Fahrenheit and no precipitation is falling and an automatic or manual control that will allow shutoff when the outdoor temperature is above 40 degrees Fahrenheit;
  - d. Positive drainage off driveway (use geofabric under pavers).
- B. *Performance path.* Provide engineered, stamped drawings by an engineer licensed in the state of Idaho, showing that the system will perform using 25 percent less energy than a standard, current energy code compliant design.

### **15.20.060 Electric Vehicle Charging Infrastructure**

Vehicle parking constructed in combination with one- and two-family dwellings and townhouses in new construction, require at least one two hundred forty (240) volt, forty (40) ampere dedicated branch circuit terminating at a receptacle or electric vehicle supply equipment, to be provided that may be used for electric vehicle charging, located in close proximity to the parking spaces. The branch circuit shall be identified as "EV Ready" in the service panel or subpanel directory and the termination at the receptacle location shall be marked as "EV Ready". Only one vehicle garage per parcel requires an "EV Ready" receptacle or electrical vehicle supply equipment. Installation shall comply with applicable provisions of the National Electrical Code.

### **15.20.~~070~~ ~~060~~ Criminal violation; penalty; civil enforcement.**

- A. Any person, firm, association, or corporation that fails to comply with or violates any of these regulations or adopted codes shall be guilty of a misdemeanor and upon conviction shall be subject to a fine of not more than \$300.00 or imprisonment for a period not to exceed six months, or both. Each day that said violation continues shall be considered a separate offense.
- B. Appropriate actions and proceedings at law or in equity may be instituted by the City of Ketchum to restrain or abate violations of this chapter or adopted codes, or compel compliance herewith, or to prevent illegal construction or occupancy of any buildings, structures, or premises in violation of this chapter or adopted codes together with appropriate damages therefor. These remedies shall be cumulative and in addition to all other legal remedies and penalties provided by law.

### **15.20.80 ~~070~~ Appeals.**

An appeal of any order, requirement, decision or determination of the Building Inspector or the Planning and Zoning Commission made in the administration or enforcement of this chapter may be taken by any affected person, as that term is defined by Idaho Code section 67-6521, as it may be amended from time to time, or any officer or department of the City, to the City Council by filing a notice of appeal in writing with the Office of the Planning and Zoning Administrator of the City in the manner prescribed in this chapter.

- A. *Action required by the Planning and Zoning Administrator.* The Planning and Zoning Administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the Council the original of all papers constituting the record in the case, together with the order, requirement,



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decision or determination of the inspector or the commission. If applicable, a verbatim transcript of the commission proceedings shall be prepared and transmitted to the Council at the appellant's expense.

- B. *Hearing and notice.* The Council shall, following receipt of the Planning and Zoning Administrator's certificate and the record of the case, set the matter for hearing and give notice of the date, time, place and purpose thereof and of the right to request a copy of the decision thereon, to the appellant, the commission, and to any other affected person, as defined in Idaho Code section 67-6521, as that section may be amended from time to time, all in accordance with Idaho Code section 67-6501 et seq., as may be amended from time to time.
- C. *Authority of Council.* Upon hearing the appeal, the Council shall consider only matters which were previously considered as evidenced by the record, the order, requirement, decision or determination 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. 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 inspector or commission. Furthermore, the Council may remand the application for further consideration with regard to specific criteria stated by the Council.
- D. *Decision by Council.* The Council shall enter a decision within 30 days after the hearing on appeal, which shall include its written decision separately stated. The Council shall transmit a copy of the decision to the appellant and any affected person who has requested a copy in writing, as defined in Idaho Code section 67-6521, as that section may be amended from time to time.
- E. *Appeal of Council.* In the event of an appeal of a decision of the Council to district court, applications approved by the City will be processed by the City during the pendency of the appeal.
- F. *Time for filing appeals.* All appeals permitted or authorized by this title shall be taken and made in the manner and within the time limits as follows: The written notice of appeal shall be filed before 5:00 p.m. of the fifteenth calendar day after the order, requirement, decision or determination of the Planning and Zoning Administrator has been made or after findings of fact have been approved by the commission, whichever is applicable. The failure to physically file a notice of appeal with the Planning and Zoning Administrator of the City within the time limits prescribed by this section shall be jurisdictional and shall cause automatic dismissal of such appeal.
- G. *Fee for appeals.* An administrative fee and a fee equal to the expense of giving notice and providing the transcript shall be paid within two days after receipt from the Planning and Zoning Administrator of the amount of the fee. In the event the fee is not paid as required, the appeal shall not be considered filed.
- H. *Notice of appeal; form and contents.* The notice of appeal shall be in writing and in such form as shall be available from the office of the Planning and Zoning Administrator, which shall require to be set forth with specificity all bases for appeal, including the particulars regarding any claimed error or abuse of discretion.

## ORDINANCE NO. 21-1228

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO GRANTING A FRANCHISE FOR SOLID WASTE COLLECTION AND DISPOSAL TO OBRAS, LLC; PROVIDING DEFINITIONS AND AUTHORITY; APPROVING A FRANCHISE AGREEMENT; PROVIDING FOR ACCEPTANCE BY FRANCHISEE; PROVIDING SPECIFIC AND GENERAL CONDITIONS; ESTABLISHING LIMITATIONS; PROVIDING FOR FORFEITURE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT ALL ORDINANCES AND RESOLUTIONS IN CONFLICT ARE REPEALED AND RESCINDED; AND PROVIDING FOR AN EFFECTIVE DATE.

- A. The City has the powers to promote the general welfare (I.C. §50-302), preserve the public health (I.C. §50-304), and provide for solid waste disposal by franchise (I.C. §50-344).
- B. Ketchum Municipal Code Title 8, Chapter 4 provides for and regulates solid waste collection and disposal within the City, including service by franchise agreement.
- C. For the past ten years, Clear Creek has operated and provided solid waste collection and disposal services within the City pursuant to Ordinance No. 1086 and accompanying Waste Collection Services Agreement, dated May 2, 2011.
- D. The parties desire to continue the franchise and update the terms and provision of solid waste collection and disposal services.

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

**Section 1 - Definitions:** All terms herein this ordinance and accompanying agreement shall be defined as those definitions which are presently codified in the Ketchum Municipal Code, which definitions are incorporated herein by reference.

**Section 2 - Authority for Franchise:** This Franchise Ordinance is an exercise of the City's authority to grant a franchise pursuant to Idaho Code §50-344, §50-329 and pursuant to its authority and regulation as is set forth in Ketchum Municipal Code Title 8, Chapter 4.

**Section 3 - Grant and Term of Franchise:** The City of Ketchum does hereby grant to Obras, LLC, dba Clear Creek Disposal, a franchise of scope and description as set forth under the Franchise Agreement attached as Exhibit A and hereby incorporated.

**Section 4 - Acceptance:** Obras, LLC, shall file a written acceptance of the franchise with the City Clerk within ten days after the date of this ordinance. This franchise shall go into effect only when the acceptance has been filed and when evidence of general comprehensive liability insurance provided shall have been filed and approved.

**Section 5 - Specific Conditions:** The specific conditions of this franchise are set forth in that certain Franchise Agreement as attached as Exhibit A.

**Section 6- General Conditions:** The City of Ketchum reserves the right to enforce reasonable regulations as prescribed by Ketchum Municipal Code Title 8, Chapter 4 over the activities and the grant of this franchise.

**Section 7 - Limitation on Franchise:** No privilege or exemption is granted or conferred by this franchise except those specifically prescribed in this ordinance. Any privilege claimed under the franchise in any street, alley, or other public place shall be subordinate to any lawful occupancy of any such street, alley, or other public place by grantor or by any other public agency, and to prior lawful occupancy of any such street, alley, or other public place by any other entity or person.

**Section 8 - Forfeiture:** The franchise may be forfeited, at the option of the City of Ketchum, upon failure or refusal by Franchisee to observe the terms and conditions set forth in this ordinance or prescribed in the Franchise Agreement. Forfeiture may be exercised by written notice to Franchisee of failure to observe the terms and conditions of this ordinance, followed by grantee's refusal to eliminate or correct the failure or violation within 30 days. In the event of any failure of violation, the City may sue in its own name in the manner provided by law for the forfeiture of the franchise without the necessity of resorting to procedures in quo warranto. The exercise of the remedy of forfeiture shall not preclude exercise of any other right or remedy given to grantor by law, whether exercised concurrently or subsequently.

**Section 9 - Effect of Invalidity:** The franchise is granted pursuant to the laws of the State of Idaho relating to the granting of such rights and privileges by the City of Ketchum. If any article, section, sentence, clause, or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional, the invalidity shall not affect the validity of the ordinance or any of the remaining portions. The invalidity of any portion of this ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required of grantee.

**Section 12:** All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**Section 13:** This ordinance, in accordance with the provisions of Idaho Code § 50-329, was approved for the first reading more than 30 days prior to its approval, been published in the *Western* official newspaper on the \_\_\_\_ day of \_\_\_\_\_, 2021, and shall take effect after its passage and publication.

PASSED BY the CITY COUNCIL of Ketchum, Idaho, on this \_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this \_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED:

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Neil Bradshaw  
Mayor

ATTEST:

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Tara Fenwick, City Clerk

**FRANCHISE AGREEMENT TO PERFORM  
SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

**PARTIES:**

City of Ketchum	CITY	PO Box 2315 Ketchum, ID 83340
Obras, LLC dba Clear Creek Disposal	CLEAR CREEK or FRANCHISEE	PO Box 130 Ketchum, ID 83340

THIS FRANCHISE AGREEMENT (“Agreement”), is made and entered effective to \_\_\_\_\_, 2021 between City of Ketchum, a municipal corporation of the State of Idaho (“City”), and Obras, LLC dba Clear Creek Disposal, an Idaho limited liability company (“Clear Creek” or “Franchisee”), for the purpose of providing solid waste collection and disposal service within the City of Ketchum.

**RECITALS**

- A. The City has the powers to promote the general welfare (I.C. §50-302), preserve the public health (I.C. §50-304), and provide for solid waste disposal by franchise (I.C. §50-344).
- B. Ketchum Municipal Code Title 8, Chapter 4 provides for and regulates solid waste collection and disposal within the City, including service by franchise agreement.
- C. For the past ten years, Clear Creek has operated and provided solid waste collection and disposal services within the City pursuant to Ordinance No. 1086 and accompanying Waste Collection Services Agreement, dated May 2, 2011.
- D. The parties desire to continue the franchise for an additional ten years and update the terms and provision of solid waste collection and disposal services.

**1. GENERAL TERMS**

**11 Definitions.** For the purposes of this Agreement, all terms, phrases and words shall have the meaning given herein. Other terms, phrases and words used but not defined below shall have the meaning given in Ketchum Municipal Code 8.04.020 or other applicable sections of Ketchum Municipal Code. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

**BIN:** A container used to separate and set out recyclable materials for collection by Franchisee.

**COLLECTION:** The picking up and dumping of any and all sizes of containers without respect to the volume of material actually in the container. Thus, a one cubic yard container picked up and dumped once constitutes one cubic yard collected and, likewise, an eight cubic yard container picked up and dumped once constitutes eight cubic yards collected.

**COMMERCIAL UNIT:** All premises or locations, public or private, requiring solid waste collection within the corporate limits of the City which are not a Residential Unit, provided, however, that where there is less than three (3) separate single-family dwelling residential units mixed with light industrial or commercial units such units shall be considered a Commercial Unit. Commercial Unit does not include premises or locations owned by the State or Federal government unless the State or Federal government requests that the services be provided to such premises or locations.

**COMPACTOR(S):** A mechanical unit(s) that forces material into a dumpster under pressure to increase the density of the material. The compaction unit is stationary with the dumpster removed for disposal.

**CONTAINER:** A leak proof object with a lid, smaller than one cubic yard, designed to hold solid waste and recyclables.

**DISPOSAL SITE:** For acceptable waste and recyclable material, the Blaine County Transfer Station in Ohio Gulch or any other such approved transfer station, landfill or recycling facility designated by the Blaine County Board of County Commissioners.

**DUMPSTER:** A painted metal, leak proof device with a lid, one cubic yard or larger, designed to hold solid waste or recyclables.

**HAZARDOUS WASTE:** Waste which is defined in Idaho Code §39-4403.

**ITEMS EXCLUDED FROM CITY COLLECTION:** Solid waste including bulky waste, dirt or earth debris from construction or lawn renovation, stable matter, rocks, stones, automobile bodies and parts, dead animals or animal carcasses, construction debris and sewage that are excluded from Franchisee's obligation to collect solid waste. The City does not require Franchisee to collect or transport hazardous materials; however, the City is not responsible for determining when customers have left hazardous materials for collection or transportation. The items excluded from City collection must be collected and transported over and upon the public ways within the City by the owner or occupant of the premises. The Franchisee may provide for a special collection of these excluded items if requested by the owner or occupant at a negotiated rate and billed by the Franchisee.

**PRODUCER:** The owner or occupant of a Commercial Unit who generates solid waste or recyclable materials.

**RECYCLABLE MATERIALS:** Products or substances designated by the City and/or the Southern Idaho Solid Waste District as capable of being reprocessed into consumer or usable materials, including but not limited to paper, newsprint, magazines, aluminum, tin, cardboard, metal or plastic, which have been segregated from other solid waste for collection.

**REFUSE:** All putrescible and non-putrescible solid or liquid wastes, except sewage, whether combustible or non-combustible and whether required to be segregated pursuant to the solid waste disposal regulations of the City's designated landfill, including garbage and rubbish.

**RESIDENTIAL UNIT:** All structures and shelters occupied by a person or group of persons or household within the corporate limits of the City. A residential unit shall be deemed occupied when water, wastewater, or electrical services are being supplied. A condominium dwelling, consisting of three (3) or more continuous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit may be billed separately as a residential unit, or a rate negotiated by a condominium association and the Franchisee. Each separate rental unit, in the case of a multi-family dwelling, shall be considered a residential unit and billed separately.

**RUBBISH:** All waste and refuse such as newspapers, magazines, wrapping and other paper products, packing cases and materials such as straw, shavings, excelsior, sawdust, and discarded clothing, metals, food containers, bottles, broken glass, ashes, lawn and tree trimming, cuttings, weeds and leaves.

**SERVICE AREA:** The incorporated areas of the City of Ketchum, including all property owned by the City.

**SEWAGE:** Water-carried wastes from residences, commercial or industrial establishments, business buildings and other premises, containing polluted matter subject to treatment at the sewage treatment plant.

**SOLID RESIDENTIAL WASTE:** Ashes, garbage, recyclable materials, refuse or rubbish that is placed in a Cart provided by the Franchisee and yard waste that is properly bundled or sacked and that is associated with and generated by a Residential Unit. Solid Residential Waste does not include Items Excluded from City Collection, as defined. herein.

**SOLID WASTE:** All materials included within the definition of Solid Waste in Idaho Code § 39-7403, excluding Hazardous Waste.

**TRASH:** Solid matter of animal, vegetable, metal or other materials discarded for landfilling, including bulky waste, construction and demolition waste, dead animals weighing ten (10) pounds or less, and stable matter. Excludes materials which have been properly set aside for recycling, hazardous materials, medical waste, and dead animals weighing over ten (10) pounds.

**YARD WASTE:** Includes tree trunks, large limbs, tree trimmings, shrubs, brush, grass and lawn clippings, weeds and leaves that are properly sacked or banded. Tree trunks and large limbs shall not exceed three (3) feet in length and forty (40) pounds in weight per securely bound bundle. Shrubs and brush must be banded not to exceed three (3) feet in

length and not exceed forty (40) pounds per bundle and securely tied. Grass and lawn clippings, weeds and leaves must be properly sacked in tear resistant sacks and weigh less than forty (40) pounds per sack.

## **12 Grant of Non-Exclusive Franchise.**

The City grants to Clear Creek, and to its successors and assigns, a non-exclusive franchise to engage in the business of collecting, transporting, processing and disposing of solid waste kept or accumulated and placed for collection by residential or commercial units within the corporate limits of the City.

The franchise granted pursuant to this Agreement shall be non-exclusive and shall not preclude the City from granting other or further franchises or permits. The franchise granted shall not preclude the City from using any public way or affect its jurisdiction over them or any part of them, or limit the full power of the City to make such changes, as the City shall reasonably deem necessary, including but not limited to, the dedication, establishment, maintenance, and improvement of all new public ways.

**13 Term.** The term of this Agreement shall be for ten years, beginning October 1, 2021 and ending at midnight on September 30, 2031. This Agreement may be extended for an additional ten-year term subject to terms and conditions mutually agreed upon in writing between the parties. Any further extension or renewal shall be by written amendment or further written agreement between the parties.

**14 Annexation.** In the event that the City annexes additional areas of the County during the term of the Agreement, the existing County's Franchisee shall retain exclusive right to collect solid waste within the newly annexed area for a period of up to one (1) year after the annexation takes effect. Provided, however, if the annexation occurs prior to any development occurring in the area or in an area in which no service has previously been provided by County's Franchisee or there is no County Franchisee, exclusive right under this Agreement to collect solid waste shall be extended to Franchisee upon the effective date of annexation.

## **15 Default.**

**A. Default and Cure.** If Franchisee violates or fails to comply with any material provision of this Franchise, the City shall give written notice to Franchisee of the alleged non-compliance of the Franchise. Franchisee shall have thirty (30) days or such lesser time if reasonably deemed an emergency by the City, from the date of notice of non-compliance to cure such alleged default.

**B. Termination for Default.** If such default continues beyond the applicable dates agreed to for such cure, the City shall provide Franchisee written notice by certified mail that all rights conferred under this Agreement and the Ordinance granting such Franchise may be revoked or terminated by the City Council at a hearing on the matter. Franchisee shall be entitled to not less than five (5) days' prior notice of the date, time and place of the hearing. The City may elect, in lieu of the above and without prejudice to



any of its other legal rights and remedies, to obtain an order from the district court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and recover damages and costs incurred by the City by reason of Franchisee's failure to comply.

**16 Liquidated Damages.** In view of the difficulty of ascertaining a loss which the City will suffer by reason of breach in the performance of the requirements stated in this Agreement, the City may assess liquidated damages in the amount of One Thousand Dollars (\$1,000) per day for discontinuance of collection and transportation service on any route for more than seventy-two (72) hours beyond the scheduled day, after written notice, for any reason, except for causes beyond the control of Franchisee and except for situations covered herein this Agreement.

## **2. DUTIES OF THE FRANCHISEE.**

**21 FRANCHISEE ASSURANCES.** Franchisee is an independent contractor and all payments to workers and subcontractors are the responsibility of Franchisee. In no event is the City a guarantor of any claim or demand or judgment against Franchisee for wages or other payments.

## **22 SCOPE OF SERVICES.**

### **A. Residential Service.**

1. *Mandatory Collection.* No property owner of a Residential Unit within the City shall be permitted to refuse to accept the Solid Residential Waste collection and transportation service, including Recyclable Materials, provided by the Franchisee. and the failure of any property owner to receive such service shall not exempt such property owner from payment of charges. No property owner of such Residential Unit within the City shall be permitted to use any other hauler that has not been given a Residential Franchise by the City.

2. *Unlimited Weekly Collection.* Residential service shall consist of weekly collection of unlimited trash and Recyclable Materials properly set out by the customer in approved containers on the designated collection day. All Solid Residential Waste shall be placed in cans or carts, and Yard Waste shall be transferred to the Blaine County landfill or other City-approved location. All Recyclable Materials and other Solid Residential Waste, placed in the applicable containers, or properly sacked or bundled, shall be placed on the sidewalk, street or alley edge for pickup on certain days to be established by Franchisee and approved by the City. If, for any reason (such as overweight, not properly sacked or bundled, contaminated Recyclable Materials, etc.) the contents of a container are not picked up, Franchisee shall attach a tag to the container explaining the reason therefor, and shall maintain a log or record of such refusals.

3. *Recycling Service.* Franchisee shall collect Recyclable Materials that are properly segregated from other solid waste according to the specifications and procedures established by the Blaine County Recycle Center separately from trash, on the same day

and at the same location, whether curbside, alley, or carry-out, in Franchisee supplied bins. Franchisee shall distribute one bin to each customer with residential service. Bins shall remain the property of the Franchisee. Franchisee shall transport all such segregated Recyclable Materials to a City-approved recycling center to facilitate the reprocessing of such materials into consumer materials.

4. *Availability of Service.* Franchisee shall not refuse to provide residential service to any customer who complies with the terms of this Agreement and all relevant statutes, ordinances, and regulations. Franchisee may refuse to provide residential service to any customer who fails to follow proper setout procedures and to use approved containers, or to any customer whose account is delinquent for a period of three (3) consecutive months, unless otherwise directed by the Ketchum City Administrator.

**B. Commercial Service.**

1. *Voluntary Service.* Commercial service shall be voluntary. Commercial service within the service area shall be provided solely by the City's Franchisee. Franchisee shall collect and transport all Solid Waste from all Commercial Units where the owners of such units choose to use the collection and transportation system, provided such Solid Waste is put in receptacles approved by Franchisee and placed in locations on private property acceptable to Franchisee or placed in locations within the public way approved by the City. An owner may transport Solid Waste which such person produces directly to an authorized Disposal Site. The Solid Waste produced by the tenant, licensee, occupant or person other than the owner of the leased, occupied or licensed premises may be considered produced by the owner; provided, however, that owners or groups of owners may not join for the purpose of commercially transporting Solid Waste from properties of differing ownership.

2. *Trash Collection.* Commercial service shall consist of trash collection in customer-owned or Franchisee-supplied containers or dumpsters.

3. *Recycling Service.* All Recyclable Materials may be segregated from other Solid Waste by placing said Recyclable Materials into separate containers. Franchisee shall transport all such segregated Recyclable Materials to the Disposal Site or a City approved recycling center to facilitate the reprocessing of said materials into consumer materials.

**C. Service Enhancements.** The parties have discussed potential service enhancements, including, but not limited to, enhanced recycling services and diversion of organic waste for potential composting. City may, once per calendar year, notice to Clear Creek and provide for incorporation of one such type of service enhancement into this Scope of Services with accompanying reasonable adjustment to rates and fees.

**23 SPECIAL COLLECTION.** The Franchisee may provide for the special collection from Commercial and Residential Units of Items Excluded from City Collection, if requested and paid for by the customer. Franchisee shall be responsible for obtaining appropriate disposal facilities for any waste Franchisee hauls which is not accepted at the Blaine County Landfill.

## 24 ROUTES AND COLLECTION SERVICES.

A. **Routes and Times of Collection.** Franchisee shall conduct a City-wide collection of Solid Waste, including Recyclable Materials, at least once each calendar week, or more often if requested and paid for by the customer, on a Monday through Friday basis, except for any Saturday commercial collections which may be negotiated and agreed to by the commercial customer and the Franchisee. For purposes of such collections, Franchisee may divide the City into collection districts, or routes, and provide for different days of collection in each of the districts. Such collection of districts, or routes, shall be approved by the City Council. Upon approval of the proposed routes by the City Council, Franchisee shall prepare route books for each district as soon as possible, which shall indicate the address of each service. Franchisee shall keep route books up to date at all times. Franchisee shall give reasonable notice to the general public as to the days and times for collection in each district. No changes in collection schedules shall be made without reasonable notice thereof to the customers serviced by Franchisee.

B. **Extension of Service.** In the event the City annexes additional areas during the term of the Franchise, Franchisee's right to collect Solid Waste, including Recyclable Materials, within the City shall extend to any part of the newly annexed areas. Franchisee shall hire additional personnel and obtain additional equipment to service said new areas when required and necessary.

C. **Regular Collections.** Regular collections shall be made at the times so scheduled; provided, however, that no regular or other collection shall be made upon any Sunday excepting collections of Solid Residential Waste that Franchisee should have collected but failed to collect at a regularly scheduled time.

D. **Time of Collections.** Franchisee shall make no collections in residential areas, or at schools, churches, shopping areas or commercial areas adjacent to residential areas, prior to [6:00 or 7:00 a.m.], or after 9:00 p.m. The City Council shall have authority to change the time of collection as required by the needs of the public and the Franchisee.

**25 PERSONNEL AND EQUIPMENT.** Franchisee shall furnish, during the period of this Agreement, a sufficient number of persons, trucks and equipment to collect and dispose of solid waste contracted for collection in the City. Said equipment shall be maintained and operated in a clean and sanitary condition at the expense of the Franchisee.

A. **Personnel Requirements.** All necessary personnel shall be furnished by Franchisee. All people engaged by Franchisee and coming into contact with members of the public must perform their work in a workmanlike and industrious manner.

B. **Equipment.**

1. *Scope of Equipment.* Franchisee shall provide sufficient serviceable and well maintained vehicles, equipment and devices, whether new or used, appropriate to the geographic size and population density of the City and complimentary to the levels of

service set forth herein and/or as may be subsequently determined by the City Council to assure complete, regular collection, transportation and removal from the City of all Solid Waste under the conditions as defined in this Agreement.

2. *Quantity of Equipment; Inventory.* For service requirements, Franchisee must have a minimum of two (2) twenty-five cubic yard automated compactor truck units and have at least one (1) stand-by unit for emergencies caused by breakdowns or unforeseen additional solid waste. The quantity of equipment to be provided by Franchisee may be amended from time to time by the City Council in order to protect the health, safety and welfare of its citizens. Franchisee shall maintain an inventory of equipment, showing each vehicle (type, capacity, approximate age) used in performing the Agreement. Franchisee may change equipment from time to time and shall revise the inventory accordingly. Franchisee shall maintain a vehicular fleet which will at all times be adequate to perform the responsibilities of this Agreement.

3. *Vehicle Specifications.* Franchisee shall furnish specially designed vehicles with watertight metal bodies and suitable covers of approved type for the collection and hauling of solid waste. The equipment shall be clean, uniformly painted and clearly marked for its volume capacity and identified for use pursuant to this Agreement and equipped with warning devices, subject to review and approval by the City. All vehicles will be licensed, in good running order, lighted and safety inspected for highway operations, as required by State law. The City shall not assume or bear any liability for any safety inspection or review of the Franchisee's equipment and vehicles provided for under this Agreement.

4. *Age/Condition of Collection Equipment.* Throughout the term of this Agreement, no collection equipment shall be over ten (10) years old. Collection equipment less than ten (10) years old shall be kept in good operating condition or be replaced.

5. *Equipment Garaging and Maintenance.* Franchisee shall maintain heated garaging for all collection equipment and maintenance facilities for all collection equipment in a condition and within Blaine County acceptable to the City Council insofar as zoning, traffic, home parking and nuisance considerations are concerned. Franchisee shall institute a complete and comprehensive system of preventative maintenance on all vehicles. Trucks shall be repainted if appearance warrants, and as may be directed by the City Council.

6. *Litter; Noise.* Franchisee shall not litter any premises or public property in making collections of Solid Waste; however, if in spite of normal precautions against spillage, litter is made on any premises or public property, Franchisee shall immediately remove the same and clean up the area of spillage. Franchisee's personnel shall make all collections in a quiet and orderly manner and shall refrain from making unnecessary disturbances and noise. Franchisee shall utilize equipment available to minimize noise and shall incorporate noise control features in equipment used by collectors as may be directed by the City Council.

7. *Inspection and Sanitation Requirements.* Franchisee shall annually provide City with a certification of Franchisee's collection vehicles, including compliance with federal regulations and standards, as may be amended from time to time. In addition, Franchisee's collection vehicles shall be operated in full compliance with Idaho Code. Vehicles shall be thoroughly washed and disinfected inside the collection body, and the outside of each vehicle shall be cleaned and washed on a weekly basis.

**C. Containers.**

1. *Container Service.* Franchisee shall have approved crates, carts and detachable or stationary compactor containers available for all Residential and Commercial Units on a rental basis. The carts and containers shall have plastic or metal lids, where warranted for bear proofing. Franchisee shall be responsible for the general repair, appearance and upkeep of all such carts and containers.

2. *Dumpster or Container Enclosures.* Franchisee shall review all commercial and industrial proposed dumpster or container enclosures or screenings within five (5) business days of receiving a proposal from the City's Planning and Zoning Department and provide the City with input on the type and location of the enclosure and how it will facilitate solid waste collection. All dumpster or containers shall be returned to the enclosure and Franchisee shall immediately notify the City if the dumpster or container is not within the enclosure at the time of pickup or if Franchisee, for some reason beyond its control, is unable to replace the dumpster or container within the enclosure.

**26 COLLECTION PROCEDURES.**

A. **Accessibility.** This Agreement shall grant to the Franchisee the right of ingress and egress, to cross all public streets, alleys and rights-of-way in the City. Collections shall be made on the streets and rights-of-way of the City in a manner of least delay and inconvenience to the public. Franchisee shall use backways and alleys where operationally feasible. It shall be unlawful for any person to deny reasonable access to the Franchisee to collect waste from any Residential Unit or Commercial Unit.

B. **Responsibilities of Collection Personnel.** Franchisee shall hire competent and skilled workers. Collection personnel shall follow the traveled portion of streets, alleys and roadways, or the regular walks for pedestrians while on private property, and shall take care in loading of such waste so that none of the material to be collected is left upon the private property or the streets, alleys or roadways. Collection personnel shall return the containers with all properly prepared and legal contents removed and replace lids thereon. Franchisee shall not place in any street or alley, in carrying out this Agreement, any obstructions to traffic.

C. **Hazardous Materials.** Franchisee shall not be required to collect and transport hazardous materials. If such materials are collected, disposal shall take place only under supervision or as required by an appropriate public health official. Franchisee shall not knowingly dispose of hazardous materials at the Blaine County Landfill, without appropriate notice to and approval by the City and compliance with all federal, state and local laws and regulations.

**D. Disposal Site.** Franchisee shall haul all legally acceptable solid waste collected in the service area to the Blaine County Landfill or the City's designated disposal site, or an approved recycling facility. Upon request, Franchisee's driver shall fully disclose the contents of the vehicle to the County landfill personnel.

## **27 CUSTOMER SERVICE.**

**A. Local Office.** Franchisee shall establish and maintain its main office within Blaine County and shall keep said office open for business from 8:00 a.m. to 5:00 p.m., of each and every day except Saturdays, Sundays and other recognized State holidays.

**B. Operation of Office.** Franchisee shall keep and maintain in its local office at all times during the hours it is required to be open, competent personnel who shall have the authority to represent Franchisee in its relations with City and with the public. Franchisee shall obtain and keep in said office sufficient listed telephones and personnel to courteously, quickly and expeditiously receive and answer all telephone and other calls to said office. Additionally, Franchisee shall provide a telephone message recorder for after-hours calls. A daily log of service requests received and the disposition thereof shall be kept by Franchisee and open to inspection by the City. Franchisee shall provide local management satisfactory to the City,

**C. Missed Collections.** Franchisee shall collect and remove from any and all Residential Units and Commercial Units, within twenty-four (24) hours, and no later, after notice, demand or request, any and all Solid Waste which Franchisee shall have failed to collect and remove as required by these specifications at the regularly scheduled time.

**D. Printed Information.** Franchisee shall supply City with printed information containing information regarding: (i) amounts of Solid Waste that will be collected; (ii) complaint procedures; (iii) rates; (iv) regulations; and (v) days of collection,

## **28 CUSTOMER RATES AND BILLING SERVICES.**

**A. Customer Rates.** Franchisee shall establish monthly rates for collection and transportation of Solid Waste, which rates are set forth in Exhibit A attached hereto and incorporated herein by reference. Said rates are to be reasonable to allow for a fair profit to Franchisee for its investment and services. Said rates are to be filed with the City Clerk. If such rates are ever increased, said Franchisee shall so file the new rates with the City Clerk a minimum of thirty (30) days prior to the effective date of increase, The City has the privilege to request Franchisee to review the reasonableness of customer rates established by Franchisee, including any proposed increases in such rates, and shall approve or disapprove such increase based upon the above standard of fair profit to the franchisee.

**B. Service Data.** Franchisee shall enter and maintain all residential and commercial service data, including but not limited to type of service, size and type of container, if rented, and frequency of collection.

C. **Billing.** Franchisee shall bill all customers according to the type of service provided as follows:

1. Residential: Quarterly in advance
2. Commercial: Monthly in arrears

D. **Collection of Payments.** Franchisee shall collect payments from customers according to the rates authorized.

E. **Billing Disputes.** Franchisee shall follow its credit and collection policies to resolve all billing disputes related to commercial and residential billing.

F. **Notification to City of Delinquent Accounts.** Franchisee shall notify City on at least a quarterly basis of delinquent customer accounts for which the Franchisee has been unable to collect for a period of thirty (30) days.

## **29 FRANCHISE FEE.**

A. **Authorization to Collect.** City authorizes Franchisee to collect a franchise fee from residential and commercial customers with solid waste service. This fee shall be regarded as the consideration paid by Franchisee to the City for the Franchise to provide solid waste service in the service area.

B. **Payment by Franchisee.** Franchisee shall pay City a franchise fee of six percent (6%). Said franchise fee shall be calculated based on gross receipts collected in the service area. Payment shall be made at least quarterly, but may be made more frequently at the option of Franchisee.

C. **Quarterly Accounting Statement.** Franchisee shall prepare a quarterly statement using Generally Accepted Accounting Principles including but not limited to: the number of customers served; the number of services provided during the previous quarter; and gross revenues collected for services provided in the service area during the previous quarter.

D. **Payment Procedures.** Franchisee shall submit quarterly accounting statements and payment of the Franchise Fee in person to the office of the City Clerk no later than the fifteenth (15<sup>th</sup>) of the month following each calendar quarter.

E. **Additional Fee.** As further and additional compensation, Franchisee shall remove all garbage and miscellaneous refuse from the following City buildings and offices: City Hall, Police Department, Fire Department, Street Department, Water and Sewer Department, and Parks Department. Franchisee further agrees to remove upon request of the Street Department all scrap metal, and to assist the City in the waste removal for Wagon Days and City special events free of charge. In the event City grants another franchise, City agrees to set up a schedule that will rotate the obligations set forth in this section among the Franchisees equally.

**210 DATA COLLECTION AND REPORTING.** Franchisee shall submit not later than October 1 of each year during the term of this Agreement to the City an annual report

regarding the Franchise operations, which shall include the following: (i) number of customers and their addresses or names of businesses; (ii) sizes and locations of dumpsters being used; (iii) frequency of pickups; (iv) quarterly total of tonnage; (v) number of delinquent accounts and methods of collection; (iv) number of complaints received regarding service and the resolution of those complaints; and (vii) accidents or problems encountered in providing the Franchise service.

**211 FAIR LABOR PRACTICES.** Franchisee agrees that it has adopted and will maintain and enforce a policy of fair labor and nondiscrimination in accordance with applicable federal and state laws including but not limited to the Fair Labor Standards Act ("FLSA") and Americans With Disabilities Act ("ADA"), as such laws may be amended from time to time, and shall be responsible for the public conduct of all personnel when acting within the scope of their employment.

**212 INSURANCE.**

**A. Required Insurance Levels.** During the term of this Agreement, Franchisee shall maintain in full force and effect at its sole expense the following insurance, with limits on an occurrence basis no less than those shown below:

1. Comprehensive General Liability and Property Damage Insurance:  
Minimum Limits  
Bodily Injury \$2,000,000  
Property Damage \$2,000,000
2. Automobile Liability (owned, non-owned and hired):  
Minimum Limits  
Bodily Injury \$2,000,000  
Property Damage \$2,000,000
3. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation:  
Minimum Limits  
Per Accident \$2,000,000

**B. All Operations.** The insurance requirements shall cover all services provided by Franchisee including but not limited to all Solid Waste collection and trash receptacle emptying and maintenance.

**C. Additional Insured.** Franchisee's certificates of insurance shall name the City, its officials, employees, and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Franchisee under this Agreement.

**D. Notification.** Each policy of insurance shall contain an endorsement stating that such policy shall not be altered or canceled by the insurance company or Franchisee without thirty (30) days written notice of such intended alteration or cancellation to the City.



**E. Worker's Compensation.** Franchisee shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Franchisee shall certify that it is aware of the provisions of the labor laws of the State of Idaho requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of such laws, and Franchisee will comply with such provisions before commencing the performance of collection and transportation services.

**F. Proof of Insurance.** Franchisee shall provide and maintain evidence of acceptable insurance at limits listed above and supply such to the City Clerk in order for this Franchise to become effective. Insurance shall be placed with carriers admitted to write insurance in Idaho.

**213 FRANCHISE LIABILITY AND INDEMNIFICATION.** Franchisee and its employees are independent contractors and are not, under this Agreement, the employees or agents of City. It is expressly understood and agreed by and between Franchisee and City that Franchisee shall save the City harmless from, and defend the City from all loss or damages sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, caused by acts or omissions of Franchisee in operation or maintenance of Franchisee's property or its collection and transportation of Solid Waste service or any other actions of Franchisee in the City. City shall notify, in writing, Franchisee within ten (10) days after presentation of any claim or demand, either by suit or otherwise, made against the City caused by any of the aforesaid acts or omissions on the part of Franchisee. Franchisee shall thereupon have the duty to appear and defend any such suit or action on behalf of the City, without cost or expense to the City.

**214 LETTER OF CREDIT.** Franchisee shall deliver a letter of credit from a sound financial institution in favor of the City in a form approved by the City Council in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) conditioned upon the premise that Franchisee shall observe and faithfully perform the conditions and provisions of this Agreement and the Ordinance granting such Franchise.

**A. Failure to Comply.** Franchisee and City agree that the City may cancel this Agreement at any time on written notice and without any further obligation to Franchisee should Franchisee fail to maintain and keep in full force and effect such letter of credit as herein required.

**B. Assignment.** City reserves the right to increase the amount upon any assignment or transfer of the rights or responsibilities under this Agreement.

**215 OWNERSHIP.** Title to solid waste shall pass to Franchisee when placed in Franchisee's collection vehicle, removed by Franchisee from a container or removed by Franchisee from customer's premises, whichever occurs last. Title to trash shall pass to County at the time of disposal at the Blaine County Landfill. Title to recyclable materials shall pass to recycling processor upon payment to Franchisee for materials delivered. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all hazardous waste and otherwise prohibited waste remains with the generator. Nothing provided herein limits any

recourse Franchisee or City may have against any generator for disposal of any hazardous or prohibited waste.

## **216 COMPLIANCE WITH REGULATIONS.**

**A. Health and Welfare Regulations.** Franchisee shall comply with all applicable federal laws, rules and regulations, the statutes of the State of Idaho, the regulations and ordinances of Blaine County and the City, including but not limited to: Ketchum Municipal Code Chapter 8.04; the regulations and standards of the Solid Waste Division of the Idaho Department of Health and Welfare. and South Central District Health; and all rules and regulations. including federal regulations, relating to hazardous waste, covering the collection and transportation of solid waste as those statutes. ordinances. and regulations now exist or may hereafter be amended.

**B. Safety Regulations.** Franchisee shall comply with the Federal Occupational Safety and Health Act of 1970 ("OSHA") and all other applicable federal, state, County and city health and safety laws, ordinances, rules and regulations.

**C. Guarantee.** Franchisee guarantees City that it will provide all services, programs or activities under this Agreement in accordance with all applicable federal, state and local statutes, regulations and requirements. Further, Franchisee agrees to indemnify and defend City for any loss, expense or damage of any type experienced by City as a result of Franchisee's violation of the guarantees given in this section.

## **3. DUTIES OF THE CITY.**

**3.1 REVIEW OF FRANCHISEE PERFORMANCE AND COMPLIANCE.** City shall be responsible for review of Franchisee performance and compliance. provided that such review shall in no way relieve Franchisee of any supervision, performance, or obligation required by this Agreement.

**3.2 INSPECTION OF RECORDS.** Upon reasonable advance notice, City shall have the right to inspect and audit the records of Franchisee necessary for the enforcement of this Agreement and the Ordinance granting the Franchise, and verification of the accuracy of franchise fee payments, at any time during normal business hours; provided. however, that City shall maintain the confidentiality of any trade secrets or other proprietary information in the possession of Franchisee. Franchisee records subject to such inspection include, but are not limited to, financial records, customer records. accounting records and other reasonable information pertaining to the Franchise.

**3.3 EMERGENCY DECLARATION.** In recognition that the public health, safety and welfare may be endangered by any failure of the Solid Waste collection, transportation and removal system, the City shall be entitled and have the authority to declare a public emergency, provided collection and transportation shall be interrupted for more than ninety-six (96) hours, and shall have the right to take temporary possession of the facilities and equipment of Franchisee for the purpose of continuing the service which Franchisee has agreed to provide in order to preserve and protect the public health and safety. The City shall notify Franchisee and schedule a hearing

at least twenty-four (24) hours before taking temporary possession of Franchisee's equipment and facilities. The City shall have the right to retain possession of said facilities and equipment until Franchisee can demonstrate to the reasonable satisfaction of the City that Franchisee can resume service. During any period in which the City has temporarily assumed the obligations of Franchisee, the City shall be entitled to all revenue. The City shall pay to Franchisee reasonable rental for the facilities and equipment, and other property used by the City in the performance of the franchise.

**3.4 ENFORCEMENT OF DELINQUENT ACCOUNTS.** Upon Franchisee's notification to the City of delinquent accounts, the City may take all action necessary to collect such unpaid charges in the manner provided by law or levy a special assessment against the premises for failure to pay charges and delinquency charges fixed by the franchisee, in the same manner provided by law for the foreclosure and collection of other city special assessments.

#### **4. MISCELLANEOUS PROVISIONS.**

**4.1 INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that Franchisee and any of its employees, agents, or approved subcontractors shall perform all work and service described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Franchisee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same. Franchisee shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and approved subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Franchisee.

**4.2 NON-ASSIGNMENT.** Franchisee shall not assign, transfer, sublet, convey, or otherwise dispose of this franchise or the rights, title or interest in or to the same or any part thereof without the prior written consent on the City, which consent the City may withhold for any or no reason. There shall be no subcontracting without the express written consent of the City. In the event of an authorized assignment or subcontract, the assignee or subcontractor shall acknowledge in writing its assumption of all appropriate duties hereunder and agree to be bound by the terms hereof.

**4.3 SUCCESSORS AND ASSIGNS.** All of the terms, covenants and agreements contained herein shall be binding upon and shall inure to the benefit of permitted successors and assigns of the respective parties hereto.

**4.4 NOTICES.** Notices required or contemplated under this Agreement shall be in writing and shall be deemed received when mailed by certified mail, postage paid, return receipt requested, or express mail, to the respective parties at the following addresses:

CITY:  
City Clerk  
P.O. Box 2315  
Ketchum, ID 83340

FRANCHISEE:  
Clear Creek Disposal  
P.O. Box 130  
Ketchum, ID 83340

Any change of address for either party shall be immediately made known to the other party in writing as above provided.

**4.5 ALTERATION OF TERMS.** No amendment, alteration, extension, or modification of this Agreement shall be effective unless made in writing and duly executed by the parties.

**4.6 SAVINGS AND SEVERABILITY CLAUSE.** If any section, paragraph, sentence or provision hereof, or the application thereof to any particular circumstance shall ever be held invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

**4.7 IDAHO LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho and ordinances of the City of Ketchum. No term or omission of language in this Agreement shall be construed to amend or waive any provision of the regulations or ordinances of the City of Ketchum. The venue for any claim, litigation, or cause of action between the parties hereto shall be in the Fifth Judicial District of the State of Idaho in and for Blaine County.

**4.8 PERFORMANCE.** The failure of a party hereto to insist upon strict performance or observation of the Agreement shall not be a waiver of any breach or of any terms or conditions of the Agreement by any other party.

**4.9 ATTORNEYS FEES.** In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

**4.10 AUTHORITY TO EXECUTE.** Each of the persons executing this Agreement represent and warrant that he has the lawful authority and authorization from their respective entities to execute this Agreement.

**4.11 EFFECTIVE DATE.** This Agreement shall be in full force and effect upon its execution by all parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Ketchum

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

ATTEST:

\_\_\_\_\_  
City Clerk

Obras, LLC dba Clear Creek Disposal

\_\_\_\_\_  
, Managing Member

STATE OF IDAHO            )  
                                      :ss  
County of Blaine            )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public, personally appeared Mike Goitiandia, know or identified to me to be the Managing Member of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_



## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Update Regarding Proposed Next Steps for Short-Term Rental Ordinance**

#### Recommendation and Summary

In June, City Council directed staff to further investigate a standalone license for short-term rentals (STRs) with new associated policies. Staff has been working on several due diligence items and will be prepared during the November 18<sup>th</sup> City Council meeting to walk through each item to receive feedback from Council prior to the first reading of an ordinance.

**1. Staffing:**

The first concern with any new ordinance is to make sure we have proper staff bandwidth to investigate non-compliant properties, send payment demand letters for LOT, etc. We have recently promoted a staff member to oversee the business license program, which would include the new STR program. Depending on the frequency of fire inspections, a new inspector could be required.

**2. Data:**

Since the initial news of the city's intention of a new licensing program for STR, we have only received a couple of calls from STR property owners wishing to comply. This demonstrates that we will need to have access to dependable third-party data to pursue non-compliant properties. Staff has had discussions with a couple different vendors. The top performing software to date would cost approximately \$20,000 annually. Staff is completing a quick audit of the three large platforms (AirBnb, Homeaway, VRBO) payments to ensure the assertion from several of the software providers is correct regarding unpaid Location Option Tax.

**3. Fire regulations:**

The most significant policy question will be how to treat these properties from a fire/building code perspective. Staff is recommending that we regulate them similar to hotels to ensure we are treating all short-term properties in a consistent manner.

#### Introduction and History

During the June 21, 2021 City Council meeting, the City Attorney reviewed the following potential elements that could be included in a new short-term rental ordinance based upon state law and examples from the cities of McCall and Sandpoint.

In 2017, the Idaho Legislature adopted legislation that sets forth limitations on the ability of counties and cities to regulate STRs. Most particularly, this legislation, now Idaho Code §67-6539, prevents a city from prohibiting STRs. The open question still remains as to what extent STRs can be regulated.

*Idaho Code §67-6539*

*67-6539. LIMITATIONS ON REGULATION OF SHORT-TERM RENTALS AND VACATION RENTALS. (1) Neither a county nor a city may enact or enforce any ordinance that has the express or practical effect of prohibiting short-term rentals or vacation rentals in the county or city. A county or city may implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate. A short-term rental or vacation rental shall be classified as a residential land use for zoning purposes subject to all zoning requirements applicable thereto. (2) Neither a county nor a city can regulate the operation of a short-term rental marketplace.*

IC 67-6539 makes clear that the City cannot outright prohibit STRs within city limits. Less defined is what amount of regulation would be proscribed as constituting a “practical effect of prohibiting” STRs. To date, there has not been further legislation or judicial analysis clarifying where the boundaries might be drawn on such regulation.

Additionally, IC 67-6539 makes clear that STRs are to be generally treated as a residential land use for zoning purposes. This means that STRs cannot be regulated by limiting them only to areas of non-residential zoning (one of the more popular approaches in the early days of STRs).

As the Council reviews options for potential STR regulations, the key finding that should be considered is how the regulations are “necessary to safeguard the public health, safety and general welfare ...” including how to “protect the integrity of residential neighborhoods.” IC 67-6539.

Two Idaho cities that have been at the forefront of STR regulations after the adoption of IC 67-6539 are the City of McCall and the City of Sandpoint. Both cities have generally adopted a permit/license process as the procedural mechanism for STR regulations.

*City of Sandpoint Key Provisions:*

- STR permit required, tied to LOT to ensure collection of LOT
- Definition of STR that explicitly states that temporary shelters (such as RVs, tents) are to be used as an STR
- In residential zones, two-night minimum stay and only one STR per parcel
- Maximum of 35 non-owner occupied STRs across all residential zones within the City, with exceptions for STRs approved within PUDs or multi-unit developments meeting certain standards (primarily tied to proximity to tourism areas)
- Permits only valid for one year and tied to specific property owner (not tied to property itself)
- Inspection required for permit to verify certain health/safety standards
- Local representative/contact required
- Infraction-based enforcement policy

*City of McCall Key Provisions:*

- Permit/business license required, tied to LOT permit to ensure collection of LOT
- Conditional use permit approach for any STR with occupancy of 20+ guests. CUP addresses factors such as parking, access, noise, neighborhood impacts, and health and safety
- Room occupancy limits on all STRs
- Noise and health/safety requirements, including posting of such on premises
- Identification and provision of contact information for a property manager

#### Sustainability Impact

No direct impact. Increased inventory of long-term rentals does decrease the amount of auto trips as local workers are closer to their place of employment.

#### Financial Impact

Depending on final new costs associated with the new program (software, increased staffing), the Council will need to determine a reasonable license fee in relation to proper cost recovery.

Attachments:

None





## City of Ketchum

November 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Provide Feedback Regarding DRAFT Ground Lease for Bluebird Community Housing Project**

#### Recommendation and Summary

Staff has been working with representatives from both GMD Development and the Ketchum Community Development Corporation (KCDC) regarding a long-term ground lease for the recently approved Bluebird Community Housing Project. Staff is not requesting formal action on the lease at this time, instead, staff would like to highlight the following policy questions for Council feedback:

1. Article 2: Length of lease
2. Article 3: Subsidized lease rate and nexus with period of affordability of units
3. Article 5.6 Ketchum local preference policy
4. Article 5.9: Treatment of commercial space
5. Article 6.1/2 Notification versus approval on sublease and refinancing
6. Article 12 Insurance coverage
7. Article 19.10 Legal proceedings

Staff would anticipate potential action during the November 18<sup>th</sup> City Council meeting.

#### Introduction and History

During the October 4<sup>th</sup> meeting, City Council approved the design and associated fourth floor for the Bluebird Community Housing project. Findings of Fact and Conclusions of Law were later adopted by the council. The development team is now working with the city regarding their building permit. The city will need to execute a long-term lease. The city has already formally surplus-ed old city hall and has issued an RFP to select a contractor to complete asbestos remediation, recycle building materials where possible, and then demolish the structure.

#### Sustainability Impact

The availability of community housing in the city limits reduces trip generation associated with local workers.

#### Financial Impact

The current DRAFT lease contemplates a \$10 a year annual lease payment. The reduced rent structure was a key component of local funding match and a major factor in the successful award of federal tax credits by Idaho Housing Finance Association.

#### Attachments:

1. DRAFT lease

# **GROUND LEASE**

**by and between**

**CITY OF KETCHUM**  
**an Idaho municipal corporation**  
**(“Owner”)**

**and**

**KETCHUM COMMUNITY DEVELOPMENT CORPORATION**  
**an Idaho nonprofit corporation**  
**(“Tenant”)**

**FOR**

**BLUEBIRD VILLAGE**

**480 East Avenue**  
**Ketchum, Idaho 83340**

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## EXHIBITS

Exhibit A      Legal Description of the Land

**GROUND LEASE  
FOR  
BLUEBIRD VILLAGE  
480 EAST AVENUE  
KETCHUM, IDAHO 83340**

This Ground Lease for Bluebird Village (this “**Lease**”) is made effective as of the date this Agreement is recorded in the real property records of Blaine County, Idaho (“**Effective Date**”) by and between City of Ketchum, an Idaho municipal corporation (“**Owner**”) and Ketchum Community Development Corporation, an Idaho nonprofit corporation (“**Tenant**”).

**RECITALS**

- A. Owner owns the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, that is legally described on Exhibit A (the “**Land**”).
- B. Tenant desires to lease the Land for redevelopment into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building designed to blend into Ketchum’s downtown core, as graphically depicted on Exhibit B (the “**Project**” or “**Bluebird Village**”).
- C. Owner has authority, pursuant to Idaho Code § 50-1407, to manage city property and authorize the lease of any real property not otherwise needed for city purposes, upon any terms as the City Council determines may be just and equitable.
- D. Owner, by approval of this Lease, hereby finds that the Land is not otherwise needed for city purposes, that affordable community housing is an important community need, that it is in the best interest of the public to lease the Land to Tenant, and that the terms of this Lease are just and equitable.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

**ARTICLE 1 LEASE OF LAND**

- 1.1 **Land Restoration.** Owner agrees to restore the Land to a vacant “bare ground” state that is ready for development of the Project thereon, including (a) abatement and removal of any Hazardous Materials (as defined in Section 16.1) thereon, if any; (b) removal of any existing structures and other improvements on the Land, including any below-grade elements thereof (such as foundations, footings and utilities; (c) restoration of the surface of the Land to a clear, level and rough graded condition (collectively, the “**Land Restoration**”). Owner agrees to use commercially reasonable efforts to complete the Land Restoration on or before \_\_\_\_\_. Owner will provide Tenant with a completion notice once the Land Restoration is fully complete and the Land is ready for development of the Project (the “**Completion Notice**”).
- 1.2 **Lease.** This Lease will be fully effective as of the Effective Date. From the Commencement Date (defined in Article 2), Owner hereby leases the Land to Tenant on the terms hereof. Tenant hereby accepts the lease of the Land from Owner on the terms hereof. Tenant warrants to Owner that Tenant accepts the Land in its as-is condition without representation or warranty from Owner,

except as expressly provided in this Lease. The term “**Leasehold Interest**” refers to Tenant’s interest in this Lease and the leasehold estate and all attendant and appurtenant rights, including without limitation, Tenant’s rights to all improvements to the Land.

## ARTICLE 2 LEASE TERM

The “**Term**” of the Lease will commence on the date that Owner provides the Completion Notice to Tenant (the “**Commencement Date**”) and will expire sixty-five (65) years after the Commencement Date (the “**Expiration Date**”).

## ARTICLE 3 RENT

For the entire Term, the rent due under this Lease is Ten Dollars (\$10), which Owner acknowledges to be paid by Tenant in full as of the Effective Date.

## ARTICLE 4 THE PROJECT

Tenant will cause the Project to be constructed on the Land in accordance with this Lease and applicable law. Once the Project is constructed on the Land, Tenant will keep the Project in a state of good condition, maintenance and repair, with ordinary wear and tear excepted. Tenant may alter the Project in any lawful manner, provided that the Project (as altered) complies with the terms of this Lease.

## ARTICLE 5 USE OF PREMISES

- 5.1 **Permitted Uses.** Owner and Tenant agree that the principal purpose of this Lease is (a) to provide Covered Units (as defined below) for lease to Qualified Tenants (as defined below) for a rent that does not exceed the rent limit (as defined in Section 5.5 below) (collectively, the “**Affordability Requirement**”); and (b) provide ground floor commercial space for retail, restaurant, office, service and similar users for the benefit of the general public. Accordingly, the Land and the Project will be used primarily for the foregoing principal purpose and other uses that may be incidental thereto or in support thereof, and for no other purposes, except as otherwise approved by Owner.
- 5.2 **Covered Units.** A “**Covered Unit**” is each residential dwelling unit in the Project that is designated as being subject to the Affordability Requirement, which will be all residential dwelling units in the Project except Employee Housing units (if any). Tenant agrees to market, lease and operate the Covered Units on the terms set forth in this Lease. Tenant may designate up to two (2) dwelling units as “**Employee Housing**” provided that the dwelling units are occupied by (or are reserved for occupancy by) a residential tenant family where at least one person of that family is a full time employee (30+ hours per week) primarily providing services with respect to and for the Project.
- 5.3 **Qualified Tenants.** As used herein, the term “residential tenant” for a Covered Unit means all persons that lease or occupy the Covered Unit as a dwelling, whether or not the persons are related. A “**Qualified Tenant**” is any residential tenant family that meets Tenant’s then-current tenant selection criteria for the Project with a family income that does exceed the applicable family income limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable family income limits of the Low Income Housing Tax Credit (LIHTC) program. Nothing in this Lease will require Tenant to lease any Covered Unit to a residential tenant that does not meet Tenant’s then-current tenant selection criteria for the Project (other than limited income as permitted herein). Nothing in this Lease limits Tenant’s right to enforce the terms of any lease or other agreement with a residential tenant (or any the occupant) in the Project.

- 5.4 **Income Qualification.** Each Covered Unit must be occupied (or, if unoccupied, made available for occupancy) by a Qualified Tenant. Tenant will verify that each residential tenant meets the income qualification to be a Qualified Tenant, which verification may be by any reasonable method, including the residential tenant's production of reasonable evidence of residential tenant's income and residential tenant's self-certification that income statements are true and correct in all material respects. Once a residential tenant is verified to be a Qualifying Tenant and leases a Covered Unit, then the residential tenant will remain a Qualifying Tenant for as long as the residential tenant remains a tenant in the Project.
- 5.5 **Rent Limit.** To maintain the Covered Units as affordable, Tenant will charge monthly rent for each Covered Unit that does not exceed the applicable rent limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable rent limits of Low Income Housing Tax Credit (LIHTC) program (the "**Rent Limit**"). If at any time during the Term, Tenant is permitted by the Applicable Affordable Housing Program to exceed the Rent Limit for any residential tenant, then the portion of the rent that exceeds the Rent Limit will be paid to Owner. The Commercial space in the Project is excluded from this provision for the Term of the Lease.
- 5.6 **Ketchum Preference Policy.** Except to the extent prohibited by any Applicable Affordable Housing Program (defined in Section 5.8) or other applicable law, all Covered Units must be leased in accordance with the then current preference policy or ordinance adopted by the City of Ketchum, if any (a "**Ketchum Preference Policy**").
- 5.7 **Annual Reports.** After occupancy of the Project, Tenant will provide Owner with a written report (in any form reasonably requested by Owner) by March 1 of each year that provides reasonable evidence that the Covered Units have been leased (or made available for lease) in compliance with the Affordability Requirement (as applicable) during the prior calendar year.
- 5.8 **Federal or State Affordability Programs.** Owner and Tenant intend the Affordability Requirement and this Lease to be adjusted as necessary to allow for the Project to fully take advantage of any then available federal, state or local programs for affordable housing. Affordable housing programs include, by way of example and not limitation, the Low Income Housing Tax Credit (LIHTC) program, HOME investment partnership program (HOME), Community Development Block Grants (CDBG) funding, and the HUD Housing Trust Fund (HTF) program. To the extent that any program requires an amendment or rider to this Lease, Owner agrees to promptly execute any amendment or rider that is reasonably required for the Project to fully participate in the Program. To the extent any element of the Affordability Requirement or this Lease is inconsistent with any federal, state or local state affordable housing program that applies to the Project (or any residential dwelling units therein) (an "**Applicable Affordable Housing Program**"), then the terms of the Applicable Affordable Housing Program will govern over the inconsistent terms of the Affordability Covenant or the Lease.
- 5.9 **Commercial Tenants.** Tenant may lease the Commercial Space to any party for the occupancy and use thereof (a "**Commercial Tenant**") provided that (a) the lease is subject to the terms of this Lease; (b) the term of the lease will expire prior to the Term; and (c) the uses allowed in the Commercial Space are limited to office, retail, restaurant, service and similar uses that are open to the general public. Except as restricted by this Lease, Tenant may lease the commercial space in any lawful manner and on any financial terms as Tenant deems appropriate.
- 5.10 **Prohibited Uses.** Tenant agrees that it will not permit the Land or the Project for (a) any use that constitutes a public or private nuisance in or around the Land; (b) use that violates applicable law;

(c) any industrial use; (d) any use related to the service of automobiles or other self-powered machines; (e) any dry-cleaner (or other cleaning service that uses solvents similar to dry-cleaning); (f) any ‘head’ shop or similar operation that sells any paraphernalia related to the use of marijuana, cannabis, tetrahydrocannabinol or other illegal substances; or (g) any use relates to the use, sale, cultivation, manufacture, distribution or marketing of any substance containing any amount of marijuana, cannabis or tetrahydrocannabinol (whether for commercial, medical, or personal purpose) if such activities are prohibited by applicable federal, state or local law (and if the any such activities become lawful under some federal, state or local applicable law, but prohibited by other federal, state or local law, then the such activities will remain prohibited).

## ARTICLE 6 SUBLEASE AND ENCUMBRANCE OF LEASEHOLD ESTATE

- 6.1 **Tenant’s Right to Sublease.** Tenant may, at any time, sublease all or any portion of the Leasehold Interest (each, a “**Sublease**”) without Owner’s consent, and in that event, the subtenant of the Sublease (each, a “**Subtenant**”) will perform all of Tenant’s obligations under this Lease with respect to the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the “**Subleased Property**”). By way of example, if Tenant enters into a Sublease for portion of the Project that has Covered Units (or that will be developed into Covered Units), then the Subtenant of the Sublease will be the “Tenant” under this Lease with respect to the Sublease, and any reference herein to Tenant with respect to the Subleased Property will also mean the Subtenant. For clarity, the following leases are not Subleases under this Lease: (a) the lease of a Covered Unit to a residential tenant thereof; (b) the lease of Employee Housing to an residential tenant that is an employee; and (c) the lease of Commercial Space to a Commercial Tenant. The Sublease must specify that the Sublease is limited to the Leasehold Interest, and must have a stated expiration date which is prior to expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Sublease, together with written notice containing the name and address of the holder Subtenant, to be delivered to Owner within ten (10) days of Tenant’s execution and delivery of the Sublease or Leasehold Mortgage. Subject to the terms of this Lease, a Subtenant may enforce its rights under its Sublease and take possession of the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the “**Subleased Property**”), in any lawful way.
- 6.2 **Tenant’s Right to Encumber.** Tenant may, at any time, encumber all or any portion of the Leasehold by deed of trust, mortgage or other security instrument (collectively, “**Leasehold Mortgage**”). Any Leasehold Mortgage of any part of the Leasehold Interest must be expressly subject and subordinate to the terms of this Lease. Tenant covenants to pay the indebtedness secured by any Leasehold Mortgage when the same will become due and payable, and to perform, when the performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under any Leasehold Mortgage beyond any applicable cure period. The Leasehold Mortgage will specify that the indebtedness is that of Tenant only and is not the indebtedness of Owner and that the lien of the Leasehold Mortgage is limited to the Leasehold Interest. Each Leasehold Mortgage must, by its own terms, have a stated maturity date which is prior to expiration of the Term, and Tenant covenants that it will be so paid and that the Leasehold Interest will be released from the lien prior to the expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Leasehold Mortgage, together with written notice containing the name and address of the holder thereunder (the “**Mortgagee**”), to be delivered to Owner within ten (10) days of Tenant’s execution and delivery of the Mortgage to the Mortgagee. Subject to the terms of this Lease, a Mortgagee may enforce its rights under its Leasehold Mortgage and succeed to the Leasehold Interest encumbered by the Leasehold Mortgage (said Leasehold Interest encumbered by the Leasehold Mortgage is hereafter called the “**Leasehold Mortgage Property**”), in any lawful way, including possession through foreclosure, assignment



and/or deed or assignment in lieu of foreclosure, and upon foreclosure of the Leasehold Mortgage or acceptance of an assignment and/or deed in lieu of foreclosure to the leasehold estate, take possession of the Leasehold Mortgage Property subject to the interests of the Project tenants.

- 6.3 **Owner's Rights.** Owner will not be required (a) to pledge its fee interest in the Land to secure any Sublease or Leasehold Mortgage; (b) to subordinate the fee interest to the rights of any Subtenant or Mortgagee; or (c) to assume in any manner any liability of Tenant under any Sublease or Leasehold Mortgage. The Sublease must specify that the Sublease is limited to the Leasehold Interest. The Sublease must, by its own terms, have a stated expiration date which is prior to expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Sublease or Leasehold Mortgage, together with written notice containing the name and post office address of the holder thereunder, to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Sublease or Leasehold Mortgage.
- 6.4 **Notices to Recognized Interest Holder.** Any Subtenant or Mortgagee may give notice to Owner of its name and address (who is sometimes referred to herein as a "**Recognized Interest Holder**") in the manner provided in this Lease, and if the notice is given, Owner will give to the Recognized Interest Holder a copy of each notice of default given pursuant to Section 14.1 by Owner to Tenant (the "**Owner Notice**") at the same time as and whenever any Owner Notice will thereafter be given by Owner to Tenant, addressed to the Recognized Interest Holder at its address last furnished to Owner (the "**Holder Notice**"). No notice by Owner to Tenant hereunder will be deemed to have been duly given unless and until a copy thereof has been served on the Recognized Interest Holder in the manner provided in this Lease.
- 6.5 **Recognized Interest Holder Provisions.** Owner agrees that it will not accept the surrender of the Land by Tenant prior to the termination of this Lease, or consent to the modification of any term of the Lease which materially alters the rights and obligations of the parties hereunder, or consent to the termination thereof by Tenant, without the prior written approval of each Recognized Interest Holder, in each instance, which approval will not be unreasonably withheld, conditioned or delayed. Owner further agrees that it will not seek to terminate the Lease or Tenant's right of possession thereunder by reason of any act or omission of Tenant until:
- (1) Owner has given to each Recognized Interest Holder a copy of the Owner Notice with respect to the Event of Default, as defined hereafter in Section 14.1, upon which the proposed termination is based;
  - (2) after the expiration of all applicable notice and grace periods set forth under the Lease with respect to the Event of Default (a "**Lease Default**"), Owner will have given written notice to each Recognized Interest Holder of the failure of Tenant to cure the lease Default. The Holder Notice will be sent by certified mail, return receipt requested or by a nationally recognized commercial overnight delivery service to the address designated in writing to Owner by each Recognized Interest Holder (or any other address as may hereinafter be designated in writing to Owner by each Recognized Interest Holder); and
  - (3) a reasonable period of time will have elapsed following the receipt of the Holder Notice, during which period any Recognized Interest Holder will have the right, but will not be obligated, to remedy the lease Default, Owner agreeing to accept any remedy by any Recognized Interest Holder as if the same had been performed by Tenant.

As used herein, a reasonable period of time will be 60 days if the lease Default can be remedied during the 60 day period; provided, however, if the lease Default cannot be remedied during the 60

day period, then the period of time as is necessary to remedy the lease Default (not to exceed one-hundred twenty (120) days), provided any Recognized Interest Holder has commenced to cure the lease Default within the 60 day period and continues to diligently prosecute the same. Any default that, by its nature, is not capable of being cured by Recognized Interest Holder will be deemed cured whether or not the default is cured, but as to Recognized Interest Holder only and not as to Tenant. Further:

- (a) Owner will accept performance by any Recognized Interest Holder of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant.
- (b) If the Recognized Interest Holder is a Mortgagee, then the time for the Recognized Interest Holder to cure any Lease Default by Tenant which reasonably requires that the Recognized Interest Holder be in possession of the Leasehold Mortgage Property to do so, will be deemed extended to include the period of time required by the Recognized Interest Holder to obtain the possession or obtain Tenant's interest in the Leasehold Mortgage Property (by foreclosure or otherwise) with due diligence; provided, however, that the Recognized Interest Holder will have delivered to Owner its written commitment to cure outstanding Lease Defaults reasonably requiring possession of the Leasehold Mortgage Property and which are capable of being cured by the Recognized Interest Holder (which commitment may be revoked by Recognized Interest Holder by written notice to Owner); and further provided, however, that during the period all other obligations of Tenant under this Lease are being duly performed to the extent that the other obligations are capable of being performed by the Recognized Interest Holder, including but not limited the payment of rent and other monetary obligations due Owner.
- (c) The provisions of this Section 6.5 are for the benefit of each Recognized Interest Holder and may be relied upon and will be enforceable by each Recognized Interest Holder and their respective successors and assigns. Neither a Recognized Interest Holder nor any other holder or owner of the indebtedness secured by a Leasehold Mortgage or otherwise will be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until the Recognized Interest Holder or that holder or owner acquires the interest of Tenant, and then only to the extent set forth in this Section 6.5. Owner and Tenant agree to execute the documentation reasonably requested by a Recognized Interest Holder consistent with the terms and provisions of this Article 6.
- (d) Anything herein contained to the contrary notwithstanding, the provisions of this Section 6.5 will inure only to the benefit of all Recognized Interest Holders and their respective successors and assigns. If more than one the Mortgagee (one the Mortgagee being intended to include multiple mortgagees holding a single mortgage or deed of trust) will make written requests upon Owner for a new ground lease in accordance with the provisions of this Section, the new ground lease will be entered into pursuant to the request of the Recognized Interest Holder whose Leasehold Mortgage will be prior in lien thereto according to the records of Blaine County and thereupon the written requests for a new ground lease of each person junior in priority will be deemed to be void and of no force and effect.

#### **6.6 Other Miscellaneous Provisions Concerning Leasehold Mortgages**

- (a) At Tenant's request, Owner will execute a written agreement with a Recognized Interest Holder in which Owner agrees that it consents to the granting of the Sublease or Leasehold

Mortgage and that Owner will not disturb the tenancy or rights of the Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of this Lease. Additionally, Owner will execute the other documentation reasonably requested to confirm the rights of a Recognized Interest Holder hereunder; provided, under no circumstances will Owner be responsible for the payment of the debt secured by the Leasehold Mortgage, and in no event will Owner's fee simple estate in the Land, including Owner's reversionary interest in the Project be subject or subordinate to any Sublease or the lien of the Leasehold Mortgage.

- (b) Owner agrees that it will promptly make the reasonable amendments or modifications of the Lease as are requested by any Recognized Interest Holder, provided that there will be no adverse change in any of the substantive rights, duties or obligations of Owner under this Lease. The preceding sentence is effective regardless of the fact that the Recognized Interest Holder may make the request prior to the execution of the applicable Sublease or Leasehold Mortgage; in that event, said amendments or modifications to the Lease will become effective as of the execution of the Sublease or Leasehold Mortgage.

## **ARTICLE 7 TAXES**

From and after the Commencement Date and continuing thereafter during the Term, Tenant will pay or cause to be paid all real and personal property taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied on or assessed against the Land, the Project and other improvements located on the Land. Tenant will make all payments directly to the appropriate charging or taxing authority before delinquency. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but will pay each installment before delinquency. All payments of taxes or assessments will be prorated for the year in which this Lease commences and for the year in which the Lease terminates. Tenant will have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless Tenant has paid the tax or assessment under protest, Tenant will furnish to Owner (i) proof reasonably satisfactory to Owner that the protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Owner securing the payment of the contested item or items and all interest, penalty and cost in connection therewith upon the final determination of the contest or review. Any amount already paid by Tenant and subsequently recovered by Owner or Tenant as the result of the contest or review will be for the account of Tenant.

## **ARTICLE 8 MAINTENANCE AND REPAIR**

Tenant agrees that it will, at its own expense, maintain or cause to be maintained the entire Land, the Project and any other improvements and appurtenances thereto and every part thereof, in good order, condition and repair and in accordance with applicable law. In the event any repairs required to be made under the provisions of this Lease are not made within thirty (30) days after written notice from Owner to do so, then Owner may, at its option, enter upon the Land and repair the same, and the cost and expense of the repairs, with interest at the applicable legal rate will be due and paid by Tenant to Owner upon demand.

## ARTICLE 9 MECHANICS' LIENS

Tenant will not suffer, create or permit any mechanic's liens or other liens to be filed against the fee interest of Owner in the Land or Project by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Land or any part thereof through or under Tenant. If any mechanic's or laborer's liens or materialman's lien will be recorded against the Land or the Project, then within sixty (60) days after notice of the filing thereof, or fifteen (15) days after Tenant is served with a complaint to foreclose said lien or Owner advises Tenant in writing that Owner has been served with the complaint, whichever is earlier, Tenant will use commercially reasonable efforts cause the lien to be removed, or will transfer the lien to bond for the benefit of Owner pursuant to applicable law. If Tenant in good faith desires to contest the lien, Tenant will be privileged to do so, but in that case Tenant agrees to indemnify and save Owner harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby and will, in the event of a judgment of foreclosure upon any mechanic's, laborer's or materialman's lien, cause the same to be discharged and removed prior to the execution of the judgment.

## ARTICLE 10 CONDEMNATION

10.1 **Interests of Parties on Condemnation.** If the Land or any part thereof will be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or will be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Owner, Tenant and any Recognized Interest Holder in the award or consideration for the transfer, and the allocation of the award and the other effect of the taking or transfer upon this Lease, will be as provided by this Article 10.

10.2 **Total Taking.** If the entire Land is taken, then (a) the right of Tenant and each Subtenant to possess the Land under this Lease will terminate on the date title to the Land vests in the condemning authority; and (b) this Lease will terminate after Tenant and each Recognized Interest Holder has received all amounts that it may be entitled to receive with respect to the taking.

10.3 **Partial Taking.**

(a) In the event of taking or transfer of only a part of the Land, leaving the remainder of the Land in a location, form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of Tenant (and each Subtenant, if any) for the operation thereon of the Project, taking into consideration the effect, if any, of the taking on the availability of parking proximately located to the Project, and if Owner agrees with the determination of the Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease and all right, title and interest thereunder may be terminated by Tenant (and each Subtenant, if any) giving, within sixty (60) days of the occurrence of the event, thirty (30) days' notice to Owner of Tenant's (and each Subtenant's, if any) election to terminate.

(b) In the event of a taking of only a part of the Land leaving the remainder of the Land in a location, form, shape or reduced size as to be used effectively and practicably in the good faith opinion of Tenant (and each Subtenant, if any) for the purpose of operation of the Project therein, this Lease will terminate only as to the portion of the Land so taken or transferred as of the date title to the portion vests in the condemning authority, and will continue in full force and effect as to the portion of the Land not so taken or transferred. If title and possession of a portion of the Land is taken under the power of eminent domain, and the Lease continues as to the portion remaining, all compensation and damages ("**Compensation**") payable to Tenant (or the applicable Subtenant, if any) by reason of

any improvements so taken will be available to be used, to the extent reasonably needed, by Tenant (or the applicable Subtenant, if any) in replacing any improvements so taken with improvements of the same type as the remaining portion of the Land.

- 10.4 **Allocation of Award.** Any Compensation awarded or payable because of the taking of all or any portion of the Land by eminent domain will be awarded in accordance with the values of the respective interests in the Land and all improvements thereon immediately prior to the taking. The value of Owner's interest in the Land immediately prior to a taking will include the then value of its interest in the Land prior to the Expiration Date of this Lease, together with the value of its reversionary interest in the Land and Project after the Expiration Date. The value of Tenant's interest in the Land immediately prior to a taking will include the then value of its interest in the Land and Project for the remainder of the Term. The values will be those determined in the proceeding relating to the taking or, if no separate determination of the values is made in the proceeding, those determined by agreement between Owner, Tenant and any affected Recognized Interest Holders. If the agreement cannot be reached, the values will be determined by an appraiser or appraisers appointed in the manner by agreement of the parties to the dispute, or if no agreement is reached within a reasonable period of time, then an appraiser or appraisers appointed by an arbitrator appointed under Idaho Uniform Arbitration Act. In the event of separate awards, then each party may retain the separate awards made to each and any of them. To the extent any outstanding amount under any Leasehold Mortgagee exists, then the outstanding balance of the Leasehold Mortgage will be satisfied first from Tenant's award or share of the award, and if the share is insufficient, then Tenant will pay the balance from its own resources.
- 10.5 **Voluntary Conveyance.** Any voluntary conveyance by Owner under threat of a taking under the power of eminent domain in lieu of formal proceedings will be deemed a taking within the meaning of this Article 10.

## ARTICLE 11 ASSIGNMENT

Tenant may not assign, sublease, convey or transfer this Lease or the Leasehold Estate, other than as expressly permitted in Article 5 and Article 6 of this Lease, without the prior written consent of Owner, which Owner will not unreasonably withhold. No assignment, sublease, conveyance or transfer of this Lease or the Leasehold Estate will release Tenant from this Lease, and Tenant will remain fully liable for all obligations binding upon Tenant under this Lease. In the event of an approved sale or transfer of Tenant's interest in this Lease, any approved assignee will be required to assume in writing the "Tenant" obligations under this Lease.

## ARTICLE 12 INSURANCE AND INDEMNIFICATION

- 12.1 **Comprehensive Liability Insurance.** Tenant will, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Owner and Tenant, a commercial general liability insurance policy or its equivalent issued by a carrier licensed to do business the State of Idaho with a Best's Insurance Guide Rating of A+, by the terms of which Owner and Tenant, are named as insureds or additional insureds, as the case may be, and are indemnified against liability for damage or injury to the Land or person (including death) of any person entering upon or using the Land or the Project. The insurance policy or policies will be maintained on the minimum basis of \$1,000,000.00 for damage to property and for bodily injury or death as to any person, and \$1,000,000.00 as to any one accident. Owner reserves the right to require reasonable increases in the limits of coverage from time to time during the Term; and the requested increase will be deemed reasonable if consistent with commercially reasonable practices for similar projects in the same geographic area. The insurance policy or policies will be stated to be primary and noncontributing

with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date, and evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at the maximum rate allowed by law, to Tenant, to be paid by Tenant.

- 12.2 **Fire and Extended Coverage Property Insurance.** Tenant will, at its cost and expense and at all times during the Term, maintain in force, for the joint benefit of Owner, Tenant and all Recognized Interest Holders, a policy of insurance against loss or damage to the Project by fire and lightning, and the other perils as are covered under a “Cause of Loss-Special Form” policy or equivalent together with the broadest form of the “extended coverage” or “all risk” endorsements, or equivalent, available in Idaho including damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and any other risks as are normally covered by the endorsements. Owner will be named as an additional insured on the policy of insurance, and any Recognized Interest Holder will be named as required by the Sublease or Leasehold Mortgage, and subject to terms of the Sublease or Leasehold Mortgage any insurance proceeds will be applied in the manner as set forth in this Lease. The insurance will be carried and maintained to the extent of full (actual) replacement cost of the Project; provided however, that during the period of construction, Tenant will provide or cause to be provided in lieu thereof builders’ risk or similar type of insurance to the full replacement costs thereof. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner’s Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.
- 12.3 **Evidence of Insurance.** Evidence of the required liability insurance will be delivered to Owner on the Commencement Date. Evidence of the required property insurance will be delivered to Owner prior to construction of the Project. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner’s Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.
- 12.4 **Waiver of Subrogation.** Owner and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Project, the Land or in connection with any improvements on or activities conducted on the Land and the Project, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence the waiver by endorsement to the required insurance policies, provided that the release will not operate in any case where the effect is to invalidate or substantially increase the cost of the insurance coverage (provided that in the case of increased cost, the other party will have the right, within thirty (30) days following written notice, to pay the increased cost, thereby keeping the release and waiver in full force and effect).

- 12.5 **Indemnification.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees to indemnify, defend and save Owner harmless from and against any third-party claims, losses, damages and expense (including attorneys' fees and costs through litigation and all appeals) in connection with the loss of life, personal injury and damage to property caused by (a) any occurrence in, upon, at or about the Land or Project; (b) the occupancy, use, construction upon and maintenance of the Land and Project by Tenant (or the applicable Subtenant), and its guests and invitees, and any party acting by, through or under any of them; and (c) any wrongful or negligent act or failure to act by Tenant (or the applicable Subtenant) or its employees, agents or contractors. Nothing contained herein will be construed to make Tenant or any Subtenant liable for any injury or loss caused by the negligence, gross negligence or willful misconduct of Owner or any agent or employee of Owner.

### ARTICLE 13 DAMAGE AND DESTRUCTION

- 13.1 **Tenant's Duty to Restore Property.** If any buildings or improvements now or hereafter on the Land are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Lease will continue in full force and effect, and Tenant, at its sole cost and expense, will have the right to repair and restore the damaged or destroyed Project in any matter permitted by this Lease. The work of repair and restoration will be commenced by Tenant as soon as reasonably possible, with due consideration given to, among other things, clearing of damaged portions of the Land and site preparation, adjustment of insurance claims, redesign, rebidding and repermitting, obtaining a new loan or loans for construction or repair. Tenant will proceed diligently to commence repairs and restoration. Once construction has commenced, Tenant will proceed diligently thereafter to complete the construction or repair, subject to reasonable delays due to force majeure events or events beyond the reasonable control of Tenant. Tenant will not be responsible for delays caused by force majeure events or for reasons beyond the reasonable control of Tenant.
- 13.2 **Option to Terminate Lease for Destruction.** Notwithstanding Section 13.1 above, if the Project is damaged or destroyed by fire, theft or any other casualty, then Tenant will have the option of terminating this Lease by at least sixty (60) days' prior written notice of Tenant's intent to do so. If Tenant elects to terminate this Lease, then Tenant will also be required to remove, at Tenant's own expense, all debris and remains of the damaged improvements from the Land.

### ARTICLE 14 DEFAULTS AND REMEDIES

- 14.1 **Defaults.** Each of the following events will constitute an "Event of Default":
- 14.1.1 Tenant's abandonment of the Land, or the improvements now or hereafter constructed thereon, where the abandonment continues for a period of sixty (60) days after notice thereof by Owner to Tenant;
- 14.1.2 Any violation of the Affordability Requirements or use restrictions set forth in this Lease; provided, however, as to any violations of the use restrictions by any Subtenant, tenant or occupant of the Project, then Tenant's only obligation is to take reasonable action to stop the violation by the Subtenant, tenant or occupant promptly after receipt of written notice from Owner specifying the violation of the use restriction. The reasonable action may include legal or equitable actions to enforce the use restrictions against the Subtenant, tenant or occupant; provided, however, Tenant will not be obligated to pursue the termination of any Sublease or the eviction of the Qualified Tenant.

- 14.1.3 Tenant's failure to pay any monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease when due and payable;
- 14.1.4 Tenant's failure to observe or perform any other material covenants, conditions or agreements under this Lease.
- 14.2 **Notice and Right to Cure.** As to any Event of Default occurring under this Lease, Tenant will have thirty (30) days after written notice is given by Owner specifying the nature of the default to cure the default; provided, however, that if after exercise of due diligence and its best efforts to cure the non-monetary default Tenant is unable to do so within the thirty (30) day period, then the curing period will be extended for the reasonable time as may be reasonably approved by Owner for curing the default, so long as Tenant continues to diligently prosecute to completion the curing of the default.
- 14.3 **Remedies.** If any default by Tenant will continue uncured upon expiration of the applicable curing period, then subject to the rights of any Mortgagee or Subtenant under this Lease, Owner may, at Owner's election, terminate this Lease by notice to Tenant. All Tenant's rights in the Land, the Project and in all improvements will terminate upon termination of this Lease. Promptly after any termination, Tenant will surrender and vacate the Land and the Project, and Owner may re-enter and take possession of the Land and the Project, subject to (a) any Subleases where the Subtenant is not in default beyond any applicable cure period; (b) any leases authorized pursuant to Article 5, all of which will remain in full force and effect; and (c) any federal or state affordability programs to which the Project (or individual residential units therein) may be bound. Termination under this paragraph will not relieve Tenant from the payment of any sum then due to Owner, or from any claim for damages previously accrued, or then accruing, against Tenant. Owner will utilize commercially reasonable efforts to mitigate damages in case an Event of Default will occur.

## ARTICLE 15 SURRENDER AND REMOVAL

Upon any termination of the Term, Tenant will surrender possession of the Land and all improvements constructed and installed thereon. Tenant may remove, or cause to be removed, all personal property, trade fixtures and equipment of Tenant, other than permanent fixtures, from the Land within thirty (30) days after the date of any termination of this Lease; thereafter all personal property, trade fixtures and equipment not removed will belong to Owner without the payment of any consideration.

## ARTICLE 16 HAZARDOUS MATERIALS

- 16.1 **Definition. "Hazardous Materials"** means any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Idaho and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law,



regulation or ordinance now existing or hereinafter enacted (collectively, “**Hazardous Materials Laws**”).

- 16.2 **Use of Property by Tenant.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees that it and its employees, representatives, agents, contractors, subcontractors, tenants, subtenants and any other occupants of the Land (for purpose of this Section 16.2, referred to collectively herein as “**Occupants**”) will not use, generate, manufacture, process, store or dispose of, on, under or about the Land except in compliance with applicable Hazardous Materials Laws.
- 16.3 **Indemnification by Tenant.** Tenant (and each Subtenant, but only with respect to its Subleased Property) will indemnify, defend and hold Owner harmless from any claims, damages, losses or expenses (including reasonable attorneys’ fees and costs through litigation and all appeals) resulting from death of or injury to any person, or damage to any property, or government mandated remediation plans, arising from by (a) Tenant’s (or Subtenant’s, as applicable) failure to comply with any Hazardous Materials Laws with respect to the Land, or (b) a breach of any covenant, warranty or representation of Tenant (or Subtenant, as applicable) under this Article 16. The foregoing indemnification by Tenant and each Subtenant will not extend to Hazardous Materials on, in or about the Land prior to prior to the Commencement Date.

## **ARTICLE 17 REPRESENTATIONS AND WARRANTIES**

- 17.1 **By Owner.** Owner makes the following representations and warranties to Tenant: (a) Owner is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Owner of this Lease have been duly authorized by all requisite entity action of Owner and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors’ rights generally or by equitable principles relating to enforceability; (d) Owner has fee title to the Land and there are no liens or encumbrances against the Land except as permitted under this Lease; and (e) Owner will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Owner, except as permitted by this Lease; (f) as long as Tenant is not in material default of this Lease (beyond any applicable cure period), Tenant will quietly hold, occupy and enjoy the Land during the Term without hindrance of Owner or any person claiming by, through or under Owner; and (g) Owner will cooperate with Tenant as reasonably necessary for Tenant to enjoy the benefits of this Lease, including executing any applications, consents or other instruments that are required (by applicable law or otherwise) to be executed by the fee simple owner of the Land, including any entitlement, subdivision or development applications.
- 17.2 **By Tenant.** Tenant makes the following representations and warranties to Owner: (a) Tenant is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Tenant of this Lease have been duly authorized by all requisite entity action of Tenant and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors’ rights generally or by equitable principles relating to enforceability; (d) Tenant has

inspected the Land and accepts the Land in its as-is condition, except for Owner's representations, warranties and covenants under this Lease; and (e) Tenant will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Tenant, except as permitted by this Lease.

## ARTICLE 18 NOTICES

Unless otherwise specifically required by this Lease or applicable law, any notices, approvals, consents or other communications required or permitted by this Lease or by applicable law to be served on, given to, or delivered to any party to this Lease must be in writing and will be deemed duly served, given, delivered and received only when actually received by the receiving party (or delivery is refused by the receiving party). Delivery may be by any reasonable method. Each party agrees to give notice to the other parties of its address and any change of its address for the purpose of this section by giving written notice of the change to the other party in the manner herein provided. If any party fails to provide a current address for notices, then the other parties may serve notices to the then current address for the other party (or its registered agent) in the records of the Idaho Secretary of State or the records of the Blaine County Assessor. For so long as the City of Ketchum remains the Owner, then City of Ketchum may update its notice address by public notice.

## ARTICLE 19 GENERAL PROVISIONS

- 19.1 **Survival of Indemnities.** All representations, warranties and indemnities of Owner, Tenant and each Subtenant under this Lease will survive the expiration or sooner termination of this Lease.
- 19.2 **Unavoidable Delay; Force Majeure.** If either party will be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, pandemics, epidemics, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated, performance of the act will be excused for the period of the delay; and the period for the performance of any act will be extended for a period equivalent to the period of the delay.
- 19.3 **Interpretation.** Time is of the essence of any obligation where time is a factor. The use herein of any gender includes all other genders, and the use of the singular number includes the plural and vice-versa, whenever the context so requires. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof. The word "including" will be construed without limitation, as if the words "but not limited to" appear immediately after. The words shall, will and must have the same meaning, which is mandatory. This Lease will not be construed in favor of any party hereto, but to be construed fairly and broadly toward effectuating the purposes hereof. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. For purposes of this Lease, the parties to this Lease includes Owner and Tenant, and if applicable, any Subtenant in possession of a Subleased Property, but only with respect to the Subleased Property.
- 19.4 **Entire Agreement.** This Lease contains the entire agreement between the parties regarding the subject matter hereof. Any other oral or written representations, agreements, understandings and/or statements will be of no force and effect.
- 19.5 **Waiver; Amendment.** No modification, waiver, amendment, discharge or change of this Lease will be valid unless the same is in writing and signed by the party against which the enforcement

of the modification, waiver, amendment, discharge or change is or may be sought. Owner and Tenant agree that they will not amend this Lease with respect to any Subleased Property without the prior written consent of the Subtenant thereof.

- 19.6 **Attorney's Fees.** If either party retains an attorney to enforce or interpret this Lease, the prevailing party will be entitled to recover reasonable attorneys' fees and litigation costs incurred through litigation, bankruptcy proceedings and all appeals.
- 19.7 **Governing Law.** This Lease will be construed and enforced in accordance with the laws of the State of Idaho.
- 19.8 **Binding Effect.** This Lease will bind, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 19.9 **Estoppel Certificates.** Either party will execute, acknowledge and deliver to the other party, within twenty (20) days after the request by the other party, a statement in writing certifying, if it is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of commencement of this Lease; the dates for which the rent and other charges have been paid; any alleged defaults and claims against the other party; and providing any other information as may be reasonably requested.
- 19.10 **Waiver of Trial by Jury.** EXCEPT AS OTHERWISE PROVIDED BY LAW, OWNER AND TENANT MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO OWNER TO ACCEPT DELIVERY OF THIS LEASE.

[ end of text; counterpart signature pages follows ]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

**Owner:** CITY OF KETCHUM, an Idaho municipal corporation

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

Attest:

\_\_\_\_\_  
Tara Fenwick, Ketchum City Clerk

STATE OF IDAHO    )  
                              ) ss.  
County of Blaine    )

This record was signed before me on \_\_\_\_\_ by Neil Bradshaw as Mayor,  
and by Tara Fenwick as City Clerk of the City of Ketchum.

\_\_\_\_\_  
Notary Signature

DATED effective as of the Effective Date.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notary Signature

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE LAND**

**EXHIBIT B**

**CONCEPT PLANS FOR PROJECT**