



CITY OF KETCHUM, IDAHO
REGULAR CITY COUNCIL MEETING
Monday, October 18, 2021, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Amended Agenda

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Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*). Dial-in to the meeting by phone to provide comment when called upon (*please mute your device until called upon*). Address the Council in person at City Hall.

Dial-in Instructions:

Phone: +1 253 215 8782

Meeting ID: 811 7152 7851

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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: Resolution #21-021 to Appoint a Member to the Ketchum Arts Commission, as submitted by the Ketchum Arts Commission.
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 \$ 295,956.26., 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: Approve minutes of October 4, and October 11, 2021, as submitted by Tara Fenwick, City Clerk.

- [6.](#) ACTION ITEM: Approval to surplus and dispose of items appropriately as per Resolution #21-020, Exhibit A, as submitted by Tara Fenwick, City Clerk.
- [7.](#) ACTION ITEM: Recommendation to approve changes on Starbucks Lease Addendum, as submitted by Tara Fenwick, City Clerk.
- [8.](#) ACTION ITEM: Recommendation to approve P.O. #22011 for Western Building Maintenance, as submitted by Tara Fenwick, City Clerk.
- [9.](#) ACTION ITEM: Recommendation to approve Contract #22014 for Dozer Rental, as submitted by Brian Christiansen, Streets and Facilities Director.
- [10.](#) ACTION ITEM: Recommendation to approve Snow Hauling Contracts with: Canyon Excavation, LLC. (#22016), Hiatt Trucking, Inc. (#22015), Joe's Backhoe Service, Inc. (#22019), Lunceford Excavation, Inc. (#22020), Rick's Excavation, Inc. (#22017), and S. Erwin Excavation, Inc. (#22018), as submitted by Brian Christiansen, Streets and Facilities Director.
- [11.](#) ACTION ITEM: Recommendation to Approve Change Order #9 to Contract #20454, as submitted by Bill McLaughlin, Fire Chief.
- [12.](#) ACTION ITEM: Recommendation to approve EMS Agreement #22739, as submitted by Bill McLaughlin, Fire Chief.
- [13.](#) ACTION ITEM: Recommendation to Approve Purchase Order #22021 for \$19,138.00 for Antennas and Routers from AT&T Mobility/FirstNet, as submitted by Bill McLaughlin, Fire Chief.
- [14.](#) ACTION ITEM: Recommendation to Approve Road Closure for Special Event, as submitted by Lisa Enourato, Public Affairs and Administrative Services Manager.
- [15.](#) ACTION ITEM: Recommendation to approve the mayor to sign the MOU between the City of Sun Valley and City of Ketchum to create a single construction contract for roadway improvements, as submitted by Jade Riley, City Administrator.
- [16.](#) ACTION ITEM: Recommendation to approve Contract #22003 for Sun Valley Economic Development, as submitted by Jade Riley, City Administrator.
- [17.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22661 for placement of pavers and snowmelt in the City Right-of-Way at 195 South Bigwood Drive, as submitted by Suzanne Frick, Planning and Building Director.
- [18.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22735 for placement of pavers in the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- [19.](#) ACTION ITEM: Recommendation to approve Easement Agreement #22737 for the purpose of public access for ingress and egress along the front property line of 209 Garnet Street, as submitted by Suzanne Frick, Planning and Building Director.
- [20.](#) ACTION ITEM: Recommendation to approve the Final Plat Applications for the Warm Springs Ranch Large Block Subdivision and Warm Springs Ranch Residences Block 1 Subdivision, as submitted by Suzanne Frick, Planning and Building Director.
- [21.](#) ACTION ITEM: Recommendation to Approve Memorandum of Easement Option #22740, as submitted by Suzanne Frick, Planning and Building Director.
- [22.](#) ACTION ITEM: Recommendation to Approve the Findings of Fact, Conclusions of Law, and Decision for the Bluebird Village Community Housing Project, as submitted by Suzanne Frick, Planning and Building Director.

PUBLIC HEARING:

- [23.](#) ACTION ITEM: Recommendation to Authorize Long-term Solid Waste Franchise Agreement with Clear Creek Disposal (Obras, LLC), as submitted by Jade Riley, City Administrator.
- [24.](#) ACTION ITEM: FY22 Proposed Fee Adjustments, as submitted by Jade Riley, City Administrator.
 - a. ACTION ITEM: Recommendation to update the City of Ketchum Community Housing In-Lieu Fees.
 - b. ACTION ITEM: FY22 Proposed Fees and Charges.
- [25.](#) ACTION ITEM: Recommendation to conduct a public hearing and conduct third reading on Ordinance #1218 amending the City Alcohol License Expiration Date, as submitted by Deputy Treasurer, Genoa Beiser.
- [26.](#) ACTION ITEM: Recommendation to Conduct Public Hearing and Approve for Second 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, as submitted by Suzanne Frick, Director Planning and Building.
- [27.](#) ACTION ITEM: 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.

NEW BUSINESS: (no public comment required)

- [28.](#) ~~**WITHDRAWN: Ground Lease for Bluebird Village Community Housing Project, as submitted by Jade Riley, City Administrator.**~~
- [29.](#) ACTION ITEM: Discussion and Direction to Staff on Winter Parking Program, as submitted by Jade Riley, City Administrator.

EXECUTIVE SESSION:

- [30.](#) Enter Executive Session to consider attorney-client matters pursuant to 74-206(1)(f).

ADJOURNMENT:

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City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Appoint a Member to the Ketchum Arts Commission

Recommendation and Summary

Staff is recommending City Council adopt Resolution 21-021 and adopt the following motion:

“I move to adopt Resolution 21-021 appointing a member to the Ketchum Arts Commission.”

The reasons for the recommendation are as follows:

- The Ketchum Arts Commission (KAC) consists of nine members.
- One Commissioner has completed their full term.

Introduction and History

One commissioner recently completed their full term with the Ketchum Arts Commission. Visual artist Jill Leer has expressed interest in serving on the commission. If appointed, Jill Leer will replace Courtney Gilbert.

Analysis

Pursuant to Ordinance No. 1168, Ketchum Arts Commission members are appointed by the Mayor and confirmed by the City Council.

The Commission consists of nine members. The term of office for each of the members shall be three (3) years. Two consecutive three-year terms shall be the maximum allowable for a member and shall constitute a full term. Upon completion of a full term, reappointment is allowable after a one-year waiting period.

Courtney Gilbert began her first term on October 1, 2015. After a six year appointment (full term), she has concluded her duties as commissioner.

Financial Impact

There is no financial impact.

Attachments:

Resolution 21-021

RESOLUTION NUMBER 21-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE APPOINTMENT OF JILL LEAR TO THE KETCHUM ARTS COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance No. 1168, Ketchum Arts Commission members shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, Ketchum Arts Commission members may serve two consecutive three-year terms and upon completion of a full term, reappointment will be allowable after a one-year waiting period; and

WHEREAS, the Mayor desires to appoint Jill Lear to the Ketchum Arts Commission, filling the completed full term of Courtney Gilbert, with term ending on September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM IDAHO:

That Jill Lear is hereby appointed to the Ketchum Arts Commission with a term expiring on September 30, 2024.

This Resolution will be in full force and effect upon its adoption this 18th day of October 2021.

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

ATTEST:

Tara Fenwick
City Clerk

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
GENERAL FUND			
01-3700-3600 REFUNDS & REIMBURSEMENTS			
GALENA ENGINEERING, INC.	100421	REFUND: Withdrawn Lot Line Shift	475.00
Total :			475.00
LEGISLATIVE & EXECUTIVE			
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
COPY CENTER LLC	1910	Budget Books, Thank You Cards, Envelopes, Notes	657.00
Total LEGISLATIVE & EXECUTIVE:			657.00
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	109281	Binders, Flags, Tabs	46.68
COPY & PRINT, L.L.C.	109839	CREDIT: Overpayment of Office Supplies	24.05-
01-4150-4200 PROFESSIONAL SERVICES			
TREASURE VALLEY COFFEE INC	2160 07893326	Water	23.85
01-4150-4600 PROPERTY & LIABILITY INSURANCE			
ICRMP	02097-2022-1	Annual Member Contribution for Policy Period 10-01-22 to 09-30-22	20,602.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	69277	2296 - 191 Fifth Street West (New City Hall)	104.85
SYRINGA NETWORKS, LLC	21OCT0352	21OCT0352	3,000.00
COX BUSINESS	050589901 100	050589901 100621	173.39
01-4150-5150 COMMUNICATIONS			
CENTURY LINK	2087250932 10	2087250932 100421	.26-
THAT'S ENTERTAINMENT	21105-2	Chairs	264.60
SNEE, MOLLY	2114	Monthly Retainer	4,150.00
01-4150-5200 UTILITIES			
CITY OF KETCHUM	SEPTEMBER	360 September 2021	53.66
CITY OF KETCHUM	SEPTEMBER	9994 September 2021	173.15
CITY OF KETCHUM	SEPTEMBER	9997 September 2021	350.07
CITY OF KETCHUM	SEPTEMBER	208 September 2021	497.24
CITY OF KETCHUM	SEPTEMBER	772 September 2021	64.15
CLEAR CREEK DISPOSAL	0001453543	171 Rivers St. E	70.20
CLEAR CREEK DISPOSAL	0001453709	131 River St. E	70.20
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
SENTINEL FIRE & SECURITY, IN	69202	1494 - 500 E Ave N	87.00
Total ADMINISTRATIVE SERVICES:			29,706.73

Vendor Name	Invoice Number	Description	Net Invoice Amount
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120279	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92
PLANNING & BUILDING			
01-4170-4200 PROFESSIONAL SERVICES			
M&M COURT REPORTING SERVI	5530C3	Council meeting transcription	1,170.00
Total PLANNING & BUILDING:			1,170.00
NON-DEPARTMENTAL			
01-4193-4200 PROFESSIONAL SERVICE			
COPY CENTER LLC	1910	Folding Cards, Cards, Envelopes	1,561.50
COPY CENTER LLC	1931	Warm Springs Preserve: Posters & Foamcore	253.50
NESTED STRATEGIES	1031	Warm Spring Ranch Study & Campaign	4,000.00
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	5229	Parking Lot Rent- October 2021	3,000.00
01-4193-6500 CONTRACT FOR SERVICE			
BLAINE COUNTY TREASURER	1	Sustainability	21,655.00
Total NON-DEPARTMENTAL:			30,470.00
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIES			
GEM STATE PAPER & SUPPLY	1059833	Handwash, Disinfectant Wipes	131.80
WOOD RIVER LOCK SHOP, LLC	17342	Keys	13.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	SEPTEMBER	491 September 2021	330.35
CITY OF KETCHUM	SEPTEMBER	9991 September 2021	141.67
CITY OF KETCHUM	SEPTEMBER	9995 September 2021	1,404.00
CITY OF KETCHUM	SEPTEMBER	9996 September 2021	53.67
CITY OF KETCHUM	SEPTEMBER	1127 September 2021	14.55
CITY OF KETCHUM	SEPTEMBER	536 September 2021	152.95
CITY OF KETCHUM	SEPTEMBER	456 September 2021	1,489.65
CITY OF KETCHUM	SEPTEMBER	560 September 2021	98.15
CITY OF KETCHUM	SEPTEMBER	1245 September 2021	39.12
CITY OF KETCHUM	SEPTEMBER	532 September 2021	351.78
01-4194-5910 REPAIR & MAINT-491 SV ROAD			
SENTINEL FIRE & SECURITY, IN	69589	5088 - 491 Sun Valley Rd	78.00
01-4194-6950 MAINTENANCE			
CHATEAU DRUG CENTER	2452106	Paint	11.38
LUTZ RENTALS	124414-1	Little House Forest Service- Carpet Cleaner	35.64
Total FACILITY MAINTENANCE:			4,345.71
POLICE			

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	201045	BCSO Law Enforcement Services	130,714.08
Total POLICE:			130,714.08
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLIES FIRE			
A.C. HOUSTON LUMBER CO.	2110-835039	Lag Shield, Lag Bolt, Connector	5.71
A.C. HOUSTON LUMBER CO.	2110-835198	Robe Hook, Fasteners, Screws	13.47
ATKINSONS' MARKET	0606542053	Laundry Detergent	33.71
CHATEAU DRUG CENTER	2450524	USB to HDMI Cord, Wall Adapter	17.69
CHATEAU DRUG CENTER	2452419	Mop, Sponge, Bucket	25.15
CHATEAU DRUG CENTER	2453148	USB to HDMI Cord	11.87-
COPY & PRINT, L.L.C.	109945	8 Front Load Tray's	51.20
01-4230-3210 OPERATING SUPPLIES EMS			
A.C. HOUSTON LUMBER CO.	2110-835039	Lag Shield, Lag Bolt, Connector	5.71
A.C. HOUSTON LUMBER CO.	2110-835198	Robe Hook, Fasteners, Screws	13.46
ATKINSONS' MARKET	0606542053	Laundry Detergent	33.71
CHATEAU DRUG CENTER	2450524	USB to HDMI Cord, Wall Adapter	17.68
CHATEAU DRUG CENTER	2452419	Mop, Sponge, Bucket	25.15
CHATEAU DRUG CENTER	2453148	USB to HDMI Cord	11.87-
COPY & PRINT, L.L.C.	109945	8 Front Load Tray's	51.20
HENRY SCHEIN	99489124	Medical Supplies	245.56
01-4230-4910 TRAINING EMS			
IDAHO DEPT. OF HEALTH & WEL	00004787	ASL License Renewal - Miles Canfield	25.00
AIARE	0008	Full ITC Course for Ed Binnie	1,300.00
FELDMAN, RICHARD	100421	REIMBURSEMENT: EMT Recertification	20.00
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 10	2224210258 100721	22.43
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
MTE COMMUNICATIONS	056983 100121	056983 100121	15.12
COX BUSINESS	049446101	049446101 092821	123.81
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
MTE COMMUNICATIONS	056983 100121	056983 100121	15.13
COX BUSINESS	049446101	049446101 092821	123.80
01-4230-5200 UTILITIES			
CITY OF KETCHUM	093021	2307 September 2021	22.25
CLEAR CREEK DISPOSAL	0001463446	2313 Ketchum Rural Fire Department	215.22
OHIO GULCH TRANSFER STATIO	198117	Dump	11.05
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	2110-835889	Drill Bit Set	27.50
RIVER RUN AUTO PARTS	6538-170764	Hydraulic Quick Coupling	22.78
RIVER RUN AUTO PARTS	6538-170804	C-11 Oil Change: Oil Filter, Oil, Washer Fluid, Exhaust Fluid	90.39
RIVER RUN AUTO PARTS	6538-170806	Asst. Fuses	4.57
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
A.C. HOUSTON LUMBER CO.	2110-835889	Drill Bit Set	27.49

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE & RESCUE:			2,582.20
STREET			
01-4310-3200 OPERATING SUPPLIES			
D & B SUPPLY INC.	29767	Work Boots: Ramsy Hoehn	179.99
D & B SUPPLY INC.	36112	Work Pants & Shirts: Brian Schroeder	251.93
D & B SUPPLY INC.	48135	Work Pants: Brian Christiansen	134.97
D & B SUPPLY INC.	51218	Wrok Clothes: Ron Domke	174.95
D & B SUPPLY INC.	51877	Work Pants & Shirts: Bruce McStay	139.96
D & B SUPPLY INC.	84859	Work Shirts: Brian Christiansen	81.97
FASTENAL COMPANY	IDJER99575	Welding Supplies	22.60
GEM STATE PAPER & SUPPLY	1058715-02	Paper Supplies	38.88
GEM STATE PAPER & SUPPLY	1058715-03	Glass Cleaner & Sharpie	14.48
NAPA AUTO PARTS	076416	Shop Towels & Cloths	110.98
NAPA AUTO PARTS	076969	Ozzy Mat and Casters	61.48
RIVER RUN AUTO PARTS	6538-170988	Micro Towles	40.00
SUMMIT SAFETY LLC	353175A	Safety vests with city logo	109.33
WOOD RIVER LOCK SHOP, LLC	17342	Keys, Key Hider	9.49
01-4310-4200 PROFESSIONAL SERVICES			
SENTINEL FIRE & SECURITY, IN	69337	200 E 10th St	87.00
01-4310-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	69203	1495 - 260 10th St. E	87.00
01-4310-5200 UTILITIES			
CITY OF KETCHUM	SEPTEMBER	9999 September 2021	88.87
CITY OF KETCHUM	SEPTEMBER	9993 September 2021	94.95
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
IDAHO TRANSPORTATION DEPT	101321	Replace License Plate: Dump Truck, destroyed by snowplow	23.00
WESTERN STATES CAT	IN001709989	Wiper Blade	187.46
WESTERN STATES CAT	IN001714089	Wiper Blade	187.46
HIGH DESERT BOBCAT	P00244	Wheel Studs, Nuts	76.26
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11932712	5831 100821	40.61
THORNTON HEATING	49523	Pressue Switch, Labor	1,650.00
01-4310-6920 SIGNS & SIGNALIZATION			
NAPA AUTO PARTS	076839	Batteries for Electric Sign Board	1,854.54
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	2110-835659	Exp Joints to Replace Vaults on SV Road and Main	11.00
D & B SUPPLY INC.	51217	Wheels for Dolly, Rope for Banner Poles	85.98
RIVER RUN AUTO PARTS	6538-170667	Antifreeze (Outside Wash Down Hose)	47.70
Total STREET:			5,892.84
RECREATION			
01-4510-4200 PROFESSIONAL SERVICE			
BACKGROUND INVESTATION B	CIT025100121-	Background Checks	131.65
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	2109-833144	Sandpaper	29.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
A.C. HOUSTON LUMBER CO.	2110-834438	Grinding Disc	6.58
Total RECREATION:			167.73
Total GENERAL FUND:			209,951.21
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3200 OPERATING SUPPLIES			
PERRY'S	C38.1	Mini Muffins, Coffee	140.70
PERRY'S	E73	Mini Muffins, Coffee	140.70
02-4530-4200 PROFESSIONAL SERVICES			
PERRY'S	E74	Sandwiches, Cold Salads, Cookies	2,285.80
Total WAGON DAYS EXPENDITURES:			2,567.20
Total WAGON DAYS FUND:			2,567.20
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7200 TECHNOLOGY UPGRADES			
CASELLE, INC.	112445	Caselle Support & Maintenance November 21	2,272.00
03-4193-7400 COMPUTER/COPIER LEASING			
GREAT AMERICA FINANCIAL SE	30164850	016-1147509-000 Copiers Lease Agreement	1,946.74
DELL FINANCIAL SERVICES	81023383	001-9009257-001	1,465.97
DELL FINANCIAL SERVICES	81039682	001-8998447-006	11.30
Total GENERAL CIP EXPENDITURES:			5,696.01
Total GENERAL CAPITAL IMPROVEMENT FD:			5,696.01
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	74	Monthly Payment per contract	20,833.33
22-4910-6060 EVENTS/PROMOTIONS			
ATKINSONS' MARKET	0808356547	Asst. Drinks	7.47
WOOD RIVER SUSTAINABILITY	160	Staff Appreciation Lunch	840.00
THE HAVEN	10042021	Antipasta Platters	300.00
Total ORIGINAL LOT TAX:			21,980.80
Total ORIGINAL LOT FUND:			21,980.80
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-7450 EQUIPMENT			
ULINE	139196734	Storage Racks	4,568.96
42-4800-7800 CONSTRUCTION			
GRAINGER, INC., W.W.	9073045420	Straight Blade	45.78

Vendor Name	Invoice Number	Description	Net Invoice Amount
GRAINGER, INC., W.W.	9073371586	Traffic Zone Striping, Red & Yellow	138.43
Total FIRE FUND EXP/TRNFRS:			4,753.17
Total FIRE CONSTRUCTION FUND:			4,753.17

**WATER FUND
WATER EXPENDITURES**

63-4340-3200 OPERATING SUPPLIES

ALSCO - AMERICAN LINEN DIVI	LBO11932718	5192 100821	28.41
ALSCO - AMERICAN LINEN DIVI	LBO11932720	5493 100821	56.43
TREASURE VALLEY COFFEE INC	2160 07857294	COFFEE	60.30

63-4340-3800 CHEMICALS

GEM STATE WELDERS SUPPLY,I	E266718	55 Gallon Sodium Hypochlorite	252.24
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63-4340-4600 INSURANCE

ICRMP	02097-2022-1	Annual Member Contribution for Policy Period 10-01-22 to 09-30-22	14,000.00
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63-4340-5100 TELEPHONE & COMMUNICATIONS

CENTURY LINK	2087250715 10	2087250715 100421	124.17
CENTURY LINK	2087255045 10	2087255045 100421	60.18

Total WATER EXPENDITURES: 14,581.73

Total WATER FUND: 14,581.73

**WATER CAPITAL IMPROVEMENT FUND
WATER CIP EXPENDITURES**

64-4340-7800 CONSTRUCTION

LUNCEFORD EXCAVATION, INC.	12450	360 Sabala	880.00
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Total WATER CIP EXPENDITURES: 880.00

Total WATER CAPITAL IMPROVEMENT FUND: 880.00

**WASTEWATER FUND
WASTEWATER EXPENDITURES**

65-4350-3200 OPERATING SUPPLIES

ALSCO - AMERICAN LINEN DIVI	LBO11932718	5192 100821	28.42
ALSCO - AMERICAN LINEN DIVI	LBO11932719	5292 100821	126.36

65-4350-3400 MINOR EQUIPMENT

PLATT ELECTRIC SUPPLY	Z981817	Grease Gun	186.05
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65-4350-3800 CHEMICALS

NORTH CENTRAL LABORATORI	460179	Chemicals/supplies	1,035.23
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65-4350-4600 INSURANCE

ICRMP	02097-2022-1	Annual Member Contribution for Policy Period 10-01-22 to 09-30-22	32,000.00
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65-4350-5100 TELEPHONE & COMMUNICATIONS

SENTINEL FIRE & SECURITY, IN	69104	1177 - 110 River Ranch Rd.	99.00
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Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700716172	Flat Repair, Radial Repair, Highway Retread	371.50
NAPA AUTO PARTS	074745	RETURN: Connector	5.38-
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	2110-838418	Sealant	13.98
PLATT ELECTRIC SUPPLY	Z980061	Twine Spiral Wrap, Glav. Steel, Waterproof Heat Cable, Connector	589.66
WESTERN STATES CIRCUIT BRE	3648-21RS	Westinghouse LB36400N	1,077.72
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
PIPECO, INC.	S4373331.001	Green Flags, Gloves	16.65
RIVER RUN AUTO PARTS	6538-170793	Oil	6.95
Total WASTEWATER EXPENDITURES:			35,546.14
Total WASTEWATER FUND:			35,546.14
Grand Totals:			295,956.26

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 14, 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 September 1, 2021 – July 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 August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

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

Financial Impact

- The City of Ketchum will realize revenue of \$932.11 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Total Amount of Fees Paid</u>
Whiskey's (New Owner)	x				x	598.71
La Cabanita (New Owner)	x		x			333.4

Sincerely,

Shellie Rubel
Treasurer

Attachments: Alcohol applications



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 Schwartzberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Sun Valley Hospitality, LLC		Doing Business As: Whiskey's
Physical Address where license will be displayed: 251 N. Main St, Ketchum ID 83340		
Mailing Address: 239 Gilbert St, Aspen CO 81611		
Recorded Owner of Property: Sun Valley Holdings, LLC		
Applicant Phone Number: 970-925-4454		Applicant Email: Business@SunValleyHospitality.Com
STATE LICENSE NO: <i>see attached</i> (copy required)		COUNTY LICENSE NO: <i>see attached</i> (copy required)
Corporation: <input checked="" type="checkbox"/> Limited Liability Company 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: Robert P. Scherer III - Managing Member _____ _____ _____
BEER LICENSE FEES		
X	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
X	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
X	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 760.00 <i>598.71</i>
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.

PP
 Applicant Signature Managing Member
 Relation to Business

9/13/2021
 Date

[Signature]
 City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>10/5/21</u>	License Fee Paid: <u>ch# 3487</u>	License No: <u>6962A</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>August 1, 2021</u> - July 31, <u>2022</u>. <u>October 13, 2021</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p>		

LIQUOR LICENSE BILL OF SALE

For good and valuable consideration in the amount of \$250,000, Whiskey Jacques, Inc., an Idaho corporation ("Grantor"), does hereby sell, transfer, and assign to Sun Valley Hospitality, LLC, an Idaho limited liability company ("Grantee"), all of Grantor's right, title, and interest in, to, and under the Idaho State Police Retail Alcohol Beverage License Number 3437, Premises No. 5B-71 (the "Liquor License").

Grantor hereby covenants, represents and warrants to Grantee that (i) Grantor has full power and authority to enter into this Liquor License Bill of Sale and perform its obligations hereunder without notice to, or the consent of, any other person or entity; (ii) Grantor is the sole and lawful owner of the Liquor License, free and clear of any and all liabilities, liens, charges, obligations, claims and encumbrances of any nature whatsoever (whether absolute, accrued, contingent or otherwise); and (iii) Grantor has good title and right to convey the Liquor License.

From and after the date hereof, Grantor shall execute, acknowledge and deliver any further deeds, assignments, bills of sale, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by Grantee and its successors and assigns for the purpose of assigning, transferring, conveying, and confirming the Liquor License to Grantee.

This Liquor License Bill of Sale shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their respective legal representatives, successors and assigns.

DATED effective as the 13 day of SEPTEMBER 2021.

GRANTOR:

Whiskey Jacques, Inc.,
an Idaho corporation

By: Karin T. Martin
Name: ~~Whiskey Jacques, Inc.~~
Title: President



242 N. 8TH STREET, SUITE 220
P.O. BOX 1676
BOISE, IDAHO 83701
P: 1.208.584.1266
F: 1.866.717.1758
VARINWARDWELL.COM

ANNE C. KUNKEL
ANNEKUNKEL@VARINWARDWELL.COM

October 4, 2021

Via Overnight Delivery

Ketchum City Clerk Office
PO Box 2315
480 East Avenue N
Ketchum, Idaho 83340

Re: *Transfer of City of Ketchum Retail Alcoholic Beverage License, License No. 34A – Sun Valley Hospitality LLC*

To Whom It May Concern:

Enclosed are the following materials for the transfer of the referenced Ketchum Alcohol Beverage License to Sun Valley Hospitality LLC from Whiskey Jacques, Inc.:

1. One (1) original City of Ketchum Beer, Wine & Liquor By the Drink Beverage License Application executed by Robert P. Scherer III, the Manager of Sun Valley Hospitality LLC, the new applicant
2. Copies of the State of Idaho and Blaine County Retail Alcohol Beverage License of Applicant
3. A copy of the Liquor License Bill of Sale; and
4. A check in the amount of \$760.00 for the necessary transfer fees.

Please mail the issued license back to me in the self-enclosed overnight package. Thank you for your help and assistance in this matter. Do not hesitate to contact me if you have any questions or comments.

Sincerely,

Anne C. Kunkel

ACK
Enclosures
cc: Client (*via electronic message*)



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 or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Armenta Bros Ketchum, INC		Doing Business As: La Cabanita Mexican Restaurant
Physical Address where license will be displayed: 160 5th St W, Ketchum ID 83340		
Mailing Address: PO Box 3539, Ketchum, ID 83340		
Recorded Owner of Property: Rodolfo Armenta		
Applicant Phone Number: 208-309-2688		Applicant Email: lacabanitamexidaho@gmail.com
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: Daniel Armenta _____ Rogelio Armenta _____ _____ _____
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>333.40</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Rogelio Armenta Vice President
Applicant Signature Relation to Business

10/7/2021
Date

[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>10/11/21</u>	License Fee Paid: <u>ch# 0134</u>	License No: <u>6957A</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 August 1, 2021 - July 31, <u>2022</u>. <u>October 18, 2021</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



CITY OF KETCHUM
REGULAR MEETING MINUTES OF THE CITY COUNCIL
Monday, October 4, 2021

CALL TO ORDER: (00:16:25 p.m. 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
Lisa Enourato - Public Affairs & Administrative Services Manager
Shellie Rubel – City Treasurer
Genoa Beiser – Deputy Treasurer
Tara Fenwick – City Clerk & Administrative Business Manager
Suzanne Frick - Director Planning and Zoning (*via Zoom*)
Abby Riven – Planner
Morgan Landers – Senior Planner
Sherri Newland – City Engineer
Matt Johnson – City Legal Council

Councilor, Courtney Hamilton made a motion to amend the agenda by adding to Executive Session item referencing 74-206(1)(f). Motion seconded by Councilor, Amanda Breen. All in Favor.

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

- Mayor, Neil Bradshaw appreciates the gift of \$500,000.00 from Wood River Land Trust for the Warm Springs Reserve initiative. And the mayor read a Proclamation for the Trailing of the Sheep.
- Councilor, Courtney Hamilton shared appreciation for the new Fire Station and it's uncoupling ceremony.
- Councilor, Jim Slanetz, and Councilor, Michael David shared equal appreciation.

CONSENT AGENDA:

Five items were pulled for comment and clarification:

- 4 – PAR – Councilor, Courtney Hamilton commented on new recycle bins purchased.
- 9 – Contract #20726 – item questions could not be addressed. Item removed and deferred to October 18.
- 11 – Clear Creek – Councilor, Courtney Hamilton expressed a desire to discuss curbside composting on another date.

City Administrator, Jade Riley clarified that 5 and 6 were removed and deferred to October 18.

Motion to approve consent agenda items; 2, 3, 7, 8, and 10. Motion made by Councilor, Jim Slanetz and seconded by Councilor, Michael David. All in Favor.

Motion to approve consent agenda items; 4 and 11. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Jim Slanetz. All in Favor.

NEW BUSINESS: (00:30:04 in video)

City Administrator, Jade Riley, clarified that HDR is gathering data to assist with resetting to allow for a longer cycle for the Pedestrian Crossing at Main Street and Sun Valley Road.

Councilors discussed the item before giving staff direction to proceed.

PUBLIC HEARINGS:

Conduct a public hearing and approve for the first reading of Ordinance 1226 (00:48:00 in video).

City Planner, Abby Rivin provided Council an overview of amending dimensional standards and the modification of the fourth-floor setback for projects where 100% of the residential units are community or workforce housing.

Public comment was heard.

Public Comment / Speaker Summary
Gwen Raney – requests that housing be provided to those working in Ketchum.
Perry Boyle – commented that the Ordinance resembles spot zoning practices and does not support the long-term strategic plan for the core.
Sue Dumke - does not appreciate the lack of privacy the resident decks and lighted stairwells will cause on her adjacent property.
Michele Monnier – needs affordable housing encourages Council to approve the Ordinance.
Ed Simon – affordable housing has been needed in the community for some years and encourages the Council to vote affirmative on the Ordinance.

Council members discussed the item before approving the first reading of the Ordinance.

Motion to conduct the first 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.

Public Hearing to affirm the Planning and Zoning Commission's approval for the Bluebird Community Housing Project Design, Maximum Building Height and Fourth Floor (01:11:02 in video).

Councilor, Courtney Hamilton recused herself from the decision.

City Planner, Abby Rivin provided Council a presentation summary of the Bluebird Village Community Housing Project design.

Applicant's Greg Dunfield and Michael Doty representing GMD development provided Council a presentation summary of the Bluebird Village Community Housing Project.

Public comment was heard.

Public Comment / Speaker Summary
Perry Boyle – expressed opposition to the initiative.
Sue Dumke - expressed opposition to the initiative.
John Melin - expressed opposition to the initiative.
Lara McLean – expressed support for the initiative.
Sarah Michael - expressed support for the initiative.
Caller 8100 – expressed support for the initiative.
Caller 9149 - No Response.
Caller 7003 – expressed support for the initiative.
Patti Lousen - expressed support for the initiative.

Applicant Greg Dunfield addressed public comments.

Councilors discussed the initiative and asked questions of P&Z staff as well as the applicant before making a motion to approve the Bluebird Community Housing Project Design, Maximum Building Height and Fourth Floor.

Motion to approve Bluebird Community Housing Project Design, Maximum Building Height and Fourth Floor. Motion made by Councilor, Amanda Breen and seconded by Councilor, Jim Slanetz. The motion passed. Three in Favor. One recused.

Public hearing and conduct second reading on Ordinance 1218 amending the City Alcohol License Expiration Date (02:38:00 in video).

No public comment.

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

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

Public hearing and conduct the third and final reading on Ordinance 1224 amending KMC Title 17 Section 17.140.090 B and C and amending the Official District Zoning Map for Block 1 of the Warm Springs Large Block Plat (02:40:00 in video).

Councilor, Amanda Breen recused herself from the decision.

No public comment.

Motion to conduct the third and final reading of Ordinance 1224 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 1224.

EXECUTIVE SESSION:

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

ADJOURNMENT:

Motion to adjourn at 6:44 p.m. Motion made by Councilor, Amanda Breen; seconded by Councilor, Michael David. All in Favor.

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick



CITY OF KETCHUM
SPECIAL MEETING MINUTES OF THE CITY COUNCIL
Monday, October 11, 2021

CALL TO ORDER: *(00:03:55 in video)*

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

Roll Call:

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

Also Present:

Jade Riley – City Administrator
Tara Fenwick – City Clerk & Administrative Business Manager
Lisa Enourato - Public Affairs & Administrative Services Manager
Shellie Rubel – City Treasurer
Suzanne Frick – Director, Planning and Building
Morgan Landers – Senior Planner

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

Mayor, Neil Bradshaw noted that the agenda was amended with the addition of item #5 and item #2 was pulled for consideration after a presentation. Additionally, additional meetings were presented and discussed.

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

Motion to approve consent agenda items 1, 3, 4, 5. Motion made by Councilor, Michael David and seconded by Councilor, Jim Slanetz. The motion passed. All in Favor.

City Administrator, Jade Riley delivered an update on the downtown parking plan, asking Council to authorize continued engagement of Dixon resources.

Motion to approve consent agenda item 2. Motion made by Councilor, Amanda Breen and seconded by Councilor, Jim Slanetz. The motion passed. All in Favor.

ADJOURNMENT:

Motion to adjourn at 4:27 p.m. Motion made by Councilor, Amanda Breen, seconded by Councilor, Jim Slanetz. The motion passed. All in Favor.

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick

CITY OF KETCHUM

RESOLUTION 21-020

A RESOLUTION OF THE CITY COUNCIL DECLARING MISCELLANEOUS ITEMS AS SURPLUS AND DIRECTING STAFF TO DISPOSE OF THE ITEMS APPROPRAITELY.

SECTION 1: FINDINGS

1.1 The City of Ketchum has vacated offices located at 480 East Ave. North.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ketchum that:

2.1. The City Council authorizes the City Clerk to dispose of surplus items, as presented in Exhibit A.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 18th day of October 2021.

APPROVED:

Signed: _____
Neil Bradshaw, Mayor

ATTEST:

By _____
Tara Fenwick, City Clerk

RESOLUTION 21-020

Exhibit A

Item(s)	Auction	Donation	Recycle / Disposal
Building Fixtures	X	X	X
Small Appliances	X	X	X
Office Furnishings	X	X	X
Office Supplies	X	X	X
Furniture	X	X	X



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors:

Notification of Lease Addendum Change

"The Council acknowledges the requested change and authorizes the Mayor to sign the updated Caidre Group (Starbucks) Lease Addendum."

Summary

On September 7, 2021, Council approved a Lease Addendum with the Caidre Group.

Shortly after that date, the Caidre Group requested the following modifications, which were reviewed by City counsel and negotiated as agreeable:

- Agreement 1 – Improved clarity in language
- Agreement 2 – Improved language on rent and annual increases
- Agreement 3 – Clarification for use of maintenance room
- Agreement 4 – Increase notice for access in non-emergency situations
- Agreement 7 – Confirmation that Addendum will resolve conflict between provisions in Lease and Addendum
- Agreement 8 – Clarification on effective date of Addendum

Respectfully,

Tara Fenwick

Tara Fenwick
City Clerk

Attachments:

- Final Lease Addendum
- Council Approved Addendum

City of Ketchum, 10/18/21, Page 1 of 1

Lease Renewal Addendum

THIS LEASE ADDENDUM ("Addendum") amends and adds to the Lease Agreement entered into on August 4, 2011 ("Lease"), and this Addendum is effective as of _____, 2021, by and between the City of Ketchum, an Idaho municipal corporation ("Landlord") and the Cairde Group, an Idaho limited liability company ("Tenant").

RECITALS

- A. The Ketchum Urban Renewal Agency (KURA) and the Cairde Group (Tenant) entered into the original Lease on August 4, 2011 for commercial rental of the Premises as identified in the Lease .
- B. Starbucks Corporation (Starbucks) and Tenant are parties to a Master Licensing Agreement, under which Tenant operates a retail unit as a licensee of Starbucks. Pursuant to a Form of Rider to Lease, dated August 4, 2011, Starbucks must provide written consent to any alteration or amendment to the Lease.
- C. KURA transferred and assigned its interest to the City of Ketchum (Landlord).
- D. Tenant has retained possession of the Premises commencing on November 1, 2011, for the initial five-year term; and previously exercised Tenant's first five-year option commencing on November 1, 2016.
- E. Tenant has provided notice of intent to exercise the second and final five-year option.
- F. Landlord and Tenant desire to enter into this Addendum to amend, resolve, and clarify the terms of the second five-year extension of the Lease.

THEREFORE, the parties agree as follows:

AGREEMENT

- 1. **Term.** Tenant is exercising their second and final five-year extension option, as a result of which the term shall be extended for the five years commencing on November 1, 2021 and ending on October 31, 2026, pursuant to Section 4.2 of the Lease.
- 2. **Rent.** The Parties agree that for the second extension term, rent shall remain at the existing monthly rate for November 1, 2021 through October 31, 2022, and then increase two percent (2%) annually beginning on November 1, 2022 and continuing on the first day of November in calendar year 2023, 2024 and 2025. Landlord and Tenant hereby expressly waive their respective rights and obligations under Section 4.1 of the Lease for determining the rent during the second extension term.
- 3. **Use of Maintenance Room.** Tenant is permitted to access and use the maintenance room, a portion of which is contemplated within the rent, for product receiving and storage.

Tenant shall not permit any such storage to materially interfere with any service provider access to fire or power panels, nor any other technical equipment (hereafter referred together as "Technical Equipment"). Tenant shall not permit any agent, manager, employee, or shipping or delivery personnel to touch or alter any Technical Equipment. Any damaged caused to such Technical Equipment by violation of this section will be remediated at the cost of the Tenant. Landlord is not responsible for any injury to agent, manager, employee, or shipping or delivery personnel caused by a failure to uphold this section of the Addendum. Landlord reserves the right to restrict Tenant access to the Maintenance Room in the event service providers are on the Premises for maintenance or repairs of the Technical Equipment, or the surrounding areas.

4. **Landlord Access.** Landlord will keep a key to the Premises for emergency purposes and will seek to reasonably provide Tenant with 48-hour written notice if non-emergency access to the Premises is required. Landlord shall be responsible for safeguarding the key to prevent unauthorized use for which Landlord shall indemnify and hold Tenant harmless from any loss or liability.
5. **Maintenance Requests.** Tenant will report to Landlord, ideally in writing, any concerns regarding the Premises and including surrounding non-leased common area space. Tenant maintenance requests and concerns are to be reported directly to Landlord and not to Landlord's contracted service providers.
6. **Severability.** This Addendum amends certain provisions in the Lease. The Lease remains the operating document, and any provision not amended by this Addendum remains in full force, and agreed to by all parties for the remainder of the agreed upon term identified above. If any provision of this Addendum is found to be unenforceable, all other provisions will remain in effect.
7. **No Further Amendments.** Except as amended by this Addendum, the Lease remains unchanged and in full force and effect. If there is any conflict between the provisions of the Lease and the provisions of this Addendum, the provisions of this Addendum shall control.
8. **Effective Date.** This Amendment is effective as of the date on which the last of Landlord and Tenant execute this Addendum, and such date will be set forth in the first paragraph of this Addendum where indicated. Landlord and Tenant have no rights with respect to this Addendum until Landlord and Tenant have both executed this Addendum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Addendum effective to the date designated.

CAIRDE GROUP, LLC

By: [Signature]
Print Name: James D. Piro
Title: Owner / GM
Date: 10.7.21

CITY OF KETCHUM

By: _____
Print Name: Neil Bradshaw
Title: Mayor
Date: _____

Attest: _____
Tara Fenwick, City Clerk

Approved and accepted

STARBUCKS CORPORATION

By: _____
Print Name: _____
Title: _____
Date: _____

Lease Renewal Addendum

THIS LEASE ADDENDUM (“Addendum”) amends and adds to the Lease Agreement entered into on August 4, 2011 (“Lease”), and this Addendum is effective to _____, 2021, by and between the City of Ketchum, an Idaho municipal corporation (“Landlord”) and the Cairde Group, an Idaho limited liability company (Tenant).

RECITALS

- A. The Ketchum Urban Renewal Agency (KURA) and the Cairde Group (Tenant) entered into the original Lease Agreement on August 4, 2011 for commercial rental of the Premises as identified in the Lease Agreement.
- B. Starbucks Corporation (Starbucks) and Tenant are parties to a Master Licensing Agreement, under which Tenant operates a retail unit as a licensee of Starbucks. Pursuant to a Form of Rider to Lease, dated August 4, 2011, Starbucks must provide written consent to any alteration or amendment to the Lease.
- C. KURA transferred and assigned its interest to the City of Ketchum (Landlord).
- D. Tenant has retained possession of the Premises commencing on November 1, 2011, for the initial five-year term; and previously exercised Tenant’s first five-year option commencing on November 1, 2016.
- E. Tenant has provided notice of intent to exercise the second and final five-year option.
- F. Landlord and Tenant desire to enter into this Addendum to amend, resolve, and clarify the terms of the second five-year extension of the Lease.

THEREFORE, the parties agree as follows:

AGREEMENT

1. **Term.** Tenant is exercising their second and final five-year extension option, commencing on November 1, 2021, pursuant to Section 4.2 of the Lease.
2. **Rent.** The Parties agree that for the second extension term, rent shall remain at the existing base monthly rate for November 1, 2021 through October 31, 2022, and then increase two percent (2%) annually beginning on November 1, 2022.
3. **Use of Maintenance Room.** Tenant is permitted to access and use the maintenance room, a portion of which is contemplated within the rent, for product receiving and storage. Tenant shall not permit any such storage to obscure any service provider access to fire or power panels, nor any other technical equipment (hereafter referred together as “Technical Equipment”). Tenant shall not permit any agent, manager, employee, or shipping or delivery personnel to touch or alter any Technical Equipment. Any damaged caused to such

Technical Equipment by violation of this section will be remediated at the cost of the Tenant. Landlord is not responsible for any injury to agent, manager, employee, or shipping or delivery personnel caused by a failure to uphold this section of the Addendum. Landlord reserves the right to restrict Tenant access to the Maintenance Room in the event service providers are on the Premises for maintenance or repairs of the Technical Equipment, or the surrounding areas. Landlord likewise reserves the right to remove Tenant access to the Maintenance Room for failure to uphold this section of the Addendum.

4. **Landlord Access.** Landlord will keep a key to the Premises for emergency purposes and will seek to reasonably provide Tenant with 24-hour written notice if non-emergency access to the Premises is required.
5. **Maintenance Requests.** Tenant will report to Landlord, ideally in writing, any concerns regarding the Premises and including surrounding non-leased common area space. Tenant maintenance requests and concerns are to be reported directly to Landlord and not to Landlord's contracted service providers.
6. **Severability.** This Addendum amends certain provisions in the Lease. The Lease remains the operating document, and any provision not amended by this Addendum remains in full force, and agreed to by all parties for the remainder of the agreed upon term identified above. If any provision of this Addendum is found to be unenforceable, all other provisions will remain in effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Addendum effective to the date designated.

CAIRDE GROUP, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

STARBUCKS CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF KETCHUM

By: _____

Print Name: Neil Bradshaw

Title: Mayor

Date: _____

Attest: _____

Tara Fenwick, City Clerk



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors:

Recommendation to Approve Western Building Maintenance Contract #22011.

Recommendation

Staff requests Council authorize the mayor's signature on Contract #22011 with Western Building Maintenance to provide Janitorial Services at a cost of \$ 6,915.00 per month, or \$ 82,980.00 annually.

"I move to authorize the Mayor to sign the Western Building Maintenance Contract #22011, approving a monthly service payment of \$ 6,915.00, for Janitorial Services."

Reasoning

- The City's Janitorial Service contract was reviewed per new City facilities (Fire Station, City Hall)
- New service expectations were established for the Visitor Center and Parks and Recreation publicly accessible restrooms
- RFP's were requested, a tour was conducted, vendor bids reviewed and measured against the following criteria, per Procurement policy:
 - Cost
 - Services required based on facilities department input

Request For Bid Summary

- RFP launched to Website and noticed in the Mountain Express on August 20, 2021
- Site tour conducted on September 14, 2021
- Q&A Zoom call conducted on September 15, 2021
- Bid responses received on September 20, 2021
- Decision intention notification sent to bidder on September 28, 2021
- No contest on decision intent received by October 7, 2021
- Upon Council approval, contract will be awarded on October 19, 2021

City of Ketchum, 10/18/21, Page 1 of 2

Vendor Engagement and Bid Summary

Vendor	Tour	Bid
Western Building Maintenance	Attended	Submitted
Allstar Property Services Inc.	Attended	Submitted
Valley Maintenance	Did not attend	No submission
Cross Valley Cleaning	Did not attend	No submission
H Property Services	Did not attend	No submission

Monthly Pricing Summary

Per Procurement Policy, Western Building Maintenance was the lowest bidder and confirmed ability to scale staffing to ensure service will meet City contract requirements.

Western Building Maintenance	Allstar Property Services Inc.
\$ 6,915.00	\$ 12,806.15

Respectfully submitted,

Tara Fenwick

Tara Fenwick
City Clerk

Attachments:

- Western Building Maintenance RFP response and Quote
- Purchase Order



10/18/2021

Consent Agenda
Contract #22011

Summary Statement

The City’s Janitorial Service contract required review and renewal to include new City facilities, the visitor center and publicly accessible restrooms in the city’s Parks and Recreation areas.

Action Request

Staff requests Council authorize the mayor’s signature on Contract #22011 with Western Building Maintenance, for the procurement of janitorial services, at a cost of \$ 6,915.00 per month, or \$ 82,980.00 annually.

Department / Budget / Accounting Code

As attached in the Purchase Order.

Procurement Type

Goods and Services Contract – City Janitorial Services.

Procurement Process Overview

- RFP launched to Website and noticed in the Mountain Express on August 20, 2021
- Site tour conducted on September 14, 2021
- Q&A Zoom call conducted on September 15, 2021
- Bid responses received on September 20, 2021

Vendor	Tour	Bid
Western Building Maintenance	Attended	Submitted
Allstar Property Services Inc.	Attended	Submitted
Valley Maintenance	Did not attend	No submission
Cross Valley Cleaning	Did not attend	No submission
H Property Services	Did not attend	No submission

- Decision intention notification sent to bidder on September 28, 2021

Western Building Maintenance	Allstar Property Services Inc.
\$ 6,915.00	\$ 12,806.15

- No contest on decision intent received by October 7, 2021
- Upon Council approval, contract will be awarded on October 19, 2021

Attachments

- Western Building Maintenance RFP Response and Bid
- Purchase Order



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: 22011

To: 4905 WESTERN BUILDING MAINTENANCE, INC. P.O. BOX 9408 BOISE ID 83707	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Janitorial Services 01-4194-5300	66,000.00	66,000.00
1.00	Janitorial Services 01-4194-5910	16,980.00	16,980.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			82,980.00

 Authorized Signature

City of Ketchum Janitorial Cleaning Services Proposal

- **Western Building Maintenance General Information and Philosophy:**
 - o Please see attached letter
- **Confirmation of Ability to Meet the Required Service Schedule**
 - o Western Building Maintenance has serviced this contract since 2016 and can continue to provide services at the required schedule times.
- **Billing/Invoicing**
 - o Western Building Maintenance invoices at the end of each month for that month's services. Payments are due by the 5th of the following month.
- **Supervision/Quality Assurance**
 - o If awarded the contract again, the current Western Building Maintenance staff will continue to provide janitorial services to these buildings. We are in constant contact with them each week. At least once or twice a month, Carlos Lopez, our Quality Assurance Manager, makes a trip to the Sun Valley area to inspect all buildings and to meet with the staff. If any issues arise with regards to quality or serious concerns, a special trip by Carlos will be made.
- **Supplies/Equipment**
 - o Western Building Maintenance will provide all chemistry and cleaning equipment/tools (mop buckets, mops, vacuums, trash barrels, towels, spray bottles, etc.) needed for cleaning these buildings.
- **Special Services – available outside agreement**
 - o Western Building Maintenance can provide the following special services
 - Carpet and upholstery cleaning
 - Hard floor maintenance – buffing, stripping, waxing
 - Construction clean-up
 - Light changing
 - Snow removal and parking lot plowing
 - Window cleaning
- **Business License/Insurance**
 - o Western Building Maintenance will furnish all forms of license and insurance required by law and shall maintain the same in force
 - Active Business / Tax Licensure
 - Comprehensive General Liability
 - Property Damage
 - Workers Compensation
- **Employee Status**

- Personnel supplied by Western Building Maintenance are deemed employees of ours and will not for any purpose be considered employees or agents of the customer.
- **Equal Opportunity Employer**
 - Western Building Maintenance is an equal opportunity employer. All necessary employment for this contract will be maintained by our office as required by law.
- **Term**
 - Western Building Maintenance – the terms of this agreement shall be for a period of one (1) year and shall automatically renew for an additional one (1) year period on the anniversary date of this agreement.
- **Cancellation**
 - Western Building Maintenance – this agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.



September 17, 2021

JANITORIAL CLEANING PROPOSAL FOR:

City of Ketchum
480 East Avenue North
Ketchum, ID 83340

Contact: Tara Fenwick
Email: tfenwick@ketchumidaho.org
Juerg Stauffacher
Email: jstauffacher@ketchumidaho.org

An Equal Opportunity Employer

September 17, 2021

Western Building Maintenance
3275 Brown Street
Boise, ID 83714

Dear Tara:

Thank you for giving Western Building Maintenance the opportunity of bidding your facility.

WBM is licensed, bonded, and insured. WBM carries Compensations Insurance, Contractor's Public Liability Insurance, and pays all Federal Old Age Benefits, and State Unemployment Insurance taxes.

WBM will provide all janitorial supplies equipment and labor necessary to properly perform the work detailed in this agreement. Tissue, hand soap, and garbage can liners will either be furnished by owner or can be purchased from Western Building Maintenance.

WBM has been operating in Idaho since 1962. We specialize in the general care and maintenance of all types of office and professional buildings. We hope that you will recognize our standard of excellence in making your final decision. Enclosed is our janitorial bid for your building. After your review, we hope you will find our services excellent and rates competitive.

WBM will provide an experienced, well-supervised crew to perform the scheduled cleaning. This training and supervision is on-going and repetitive in order to provide the best service possible to our client.

Please review the enclosed specifications. If you have questions or concerns please contact us.

Western Building Maintenance will provide these specified services for \$6,915.00 per month for office janitorial cleaning (**see attached price breakdown**). Payments are due by the 5th of the month following the month of service.



Russ Biagne

Western Building Maintenance Inc

Acceptance by:

Tara Fenwick

City of Ketchum

This proposal price may be withdrawn after 60 days, if not accepted.

City of Ketchum building pricing breakdown

Building	Start After	Finish By	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Monthly Cost
City Hall	5:00 P.M.	anytime	X		X		X			\$1,242
Fire Station	5:00 P.M.	anytime	X		X		X			\$310
Streets	3:30 P.M.	anytime	X		X		X			\$930
Recreation	5:30 P.M.	anytime	X		X		X			\$930
Visitor Center	anytime	anytime	X	X	X	X	X	X	X	\$1,403
Town Square	A.M.	before noon	X	X	X	X	X	X	X	\$700
Forest Service Park	A.M.	before noon	X	X	X	X	X	X	X	\$700
Lucy Loken Park	A.M.	before noon	X	X	X	X	X	X	X	\$700
TOTAL										\$6915 per month



October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum

Mayor Bradshaw and City Councilors:

Recommendation to Approve Dozer Rental Agreement #22014

Recommendation and Summary

Staff is recommending the council approve the Dozer rental agreement and adopt the following motion:

"I move to authorize the Mayor to approve the contract with WSECO for equipment rental and approve the rental of a second Dozer, if needed."

The reasons for the recommendation are as follows:

- A bulldozer is a vital piece of equipment to our snow hauling operations.
- Western States service personnel have come out to work on the equipment whenever needed, including on Christmas or New Year's Day.

Introduction and History

The Streets Division uses a bulldozer to move snow at the snow storage site south of Serenade Lane. The team has experience using several different types of equipment over the years to push snow at our snow storage site, but the bulldozer has been found to be the most efficient. As may be expected, the City has experienced breakdowns with the rental equipment in the past and Western States has provided phenomenal service on holidays, weekends and after hours.

Analysis

The City typically rents the bulldozer from mid-November through February, unless it is still snowing. The City may keep the equipment longer if it appears to be a long snow year. On bigger snow years we have needed to rent two dozers to keep up with all the snow. The City has been renting a D6LGP from Western States (WSECO) in recent years and have paid approximately \$5,900 per month.

Financial Impact

The transport cost is near \$1,000 each way so our total seasonal cost is about \$26,000 for one bulldozer and an additional \$12,000 for the second, if needed. This rental is funded from the Professional Services account (\$182,000) in the Streets Division.

Brian Christiansen
Director of Streets and Facilities

Attachment: Rental Agreement from WSECO (4 pages)
Contract # 22014



RENTAL AGREEMENT

NO.: RQ000021617

RENTAL START DATE: 11/29/2021 08:00am

Pocatello
8403 S. 5th Ave Pocatello, ID 83204
208.235.6400

CUSTOMER 4855600

City Of Ketchum
PO Box 2315
Ketchum, ID 83340-2315

JOBSITE CONTACT: Brain 208-726-7831
Snow Removal

CUSTOMER PO: 2021 Snow Removal
ORDERED BY: Brian Christiansen
PHONE: 208-726-7831
WRITTEN BY: Linda L Monette
SALES REP: Stephen P Roberts

Rental Items	Day	Weekly	4 Week
Hours Allowed	4	20	88
BH00806 2015 CAT D6T Track Type Tractor S/N: RAD00495 SMU: 4,851.00 hrs 2015 Insurance Value: \$400,000.00 Equipped: LGP, VPAT, ARO	\$1,280.00	\$1,966.00	\$5,900.00

Miscellaneous Items	Amount
Heavy Haul Delivery	\$950.00
Heavy Haul Pickup	\$950.00
Enviro Fee	\$88.50 Every month / every invoice

Rental Terms

- Prices above do not include any applicable state, county, city, or local sales taxes. Where applicable, WSECO will charge sales tax on your invoice unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing.
- Rental payments are due within 10 days of rental invoice and can't be placed on a WSECO account without prior approval. **30 Day L.Monette**
- Any excess hours above the Normal Use stated above will be subject to an overtime charge.
- Rental Equipment Protection (REP):
Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED
IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO. Accept _____ Decline _____
- This agreement will auto renew every month until terminated.
- Customer agrees to perform daily maintenance on the machine(s). WSECO will perform operator manual suggested preventative maintenance as needed.
- Any damage done to the machine(s) while on rent is the responsibility of the Customer. In the event that the damage results in WSECO being unable to rent the machine(s), the Customer will continue to pay the rental rate listed above until the machine(s) is repaired and deemed to be rent-ready by WSECO.

All Terms and Conditions continued on the following pages apply

Initials _____ County: _____

RENTAL AGREEMENT:

1. RENTAL OF EQUIPMENT AND PAYMENT: This is a Rental of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. It is NOT a sale of the equipment to the Customer. Customer hereby agrees to pay the rental rate stated on page 1 of this agreement and as further provided in paragraph 6, plus all expenses associated with the operation of the equipment such as fuel, freight, tire and belt wear, commercial general liability and physical damage insurance, sales or use taxes for "Normal Use" (defined below) of the equipment during the Rental period provided in paragraph 4. Customer also agrees to pay an overtime charge as determined by WSECO for use of the equipment in excess of Normal Use. Normal use means: a day = 4 hours, a week = 20 hours, 4 weeks = 88 hours.

2. OWNERSHIP AND LEGAL STATUS OF EQUIPMENT: The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. WSECO shall be deemed to have retained title to the equipment at all times. Customer shall immediately advise WSECO regarding any notice of any claim, levy, lien, or legal process filed or issued against the equipment. Customer authorizes WSECO to file financing statement(s) evidencing WSECO's rights, interests and priority in and to the equipment as that of a rental of equipment and not a sale.

3. COMPLETE NEGOTIATED RENTAL: Acceptance of this Rental agreement is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this Rental agreement and this Rental agreement shall be deemed accepted by WSECO without said additional or different terms. Once accepted, this Rental agreement shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this Rental agreement or contained in a separate writing supplementing this Rental agreement and signed by authorized agents of both WSECO and Customer. This Rental agreement will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this Rental will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

4. RENTAL PERIOD: The Rental period will commence upon the earlier of: 1) the delivery date designated on page 1 of this agreement, or 2) upon delivery of the equipment to the site designated at the "ship to" location on the invoice. The Rental will terminate upon the later of: 1) the return date specified on page 1 of this agreement, or 2) upon the return of the equipment to the WSECO yard from which it was delivered. If the equipment is not returned on the return date, this Rental is automatically deemed to extend on a month-to-month basis. No allowance is made for Saturdays, Sundays, holidays, time in transit, downtime or any period the equipment is not in actual use.

5. GUARANTEED MINIMUM: If initialed at the end of this paragraph, Customer has received a lower, negotiated rate in exchange for its commitment to rent the equipment for a guaranteed minimum period. If Customer decides to return the equipment prior to the end of the guaranteed minimum term, Customer waives the discounted rate and agrees to pay WSECO's then current regular rental rates for the entire term of this Rental. Customer Acknowledgement/Initial Here: _____

6. RENTAL PAYMENT TERMS: Rental payments are due monthly and are past due if not paid within ten (10) days of the date of the invoice. A late charge of 1-1/2% per month is assessed against the delinquent unpaid balance of all Customers (except Montana) and a late charge of 1-1/4% per month is assessed against the delinquent unpaid balance of Montana Customers. Rental payments may not be placed on open account unless WSECO has preapproved credit. In the event WSECO, in its sole and absolute discretion, deems Customer's financial condition to be unsatisfactory, WSECO has the right to (a) limit the amount of credit extended to Customer for the Rental or purchase of the equipment; (b) delay manufacture or shipment to Customer of the equipment; (c) require full or partial payment in advance; (d) ship or deliver equipment C.O.D. or require payments to be secured by letters of credit; (e) require written guarantee(s) of payment satisfactory to WSECO; or (f) cancel, refuse to accept or terminate any rental, lease or other order from Customer then outstanding or thereafter placed.

7. TIRE WEAR, BELT WEAR: If the equipment has tires or belts, Customer acknowledges that in addition to the Rental rate, Customer will also pay a charge at the end of the Rental period for all wear or damage to rubber tires or belts. Tires and belts are in the conditions listed below on the date out. Tire or belt wear to be charged at \$ _____ per 1/32" wear per tire or belt. Left front _____ /32", right front _____ /32", left drive _____ /32", right drive _____ /32", left rear _____ /32", right rear _____ /32".

8. * VOID #8 L. Monette NO WARRANTY: The equipment is rented "AS IS." WSECO makes no warranties, express or implied, as to the equipment rented. Customer assumes the responsibility for the condition of the equipment. WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. EQUIPMENT

OPERATION: Customer understands that the operation of the equipment requires skill and experience and that failure to operate it safely may result in serious personal injury or death and/or property damage. Customer is responsible for ensuring that all persons in and around the equipment follow the manufacturer's operation, maintenance and safety instructions, and acknowledge that those instructions have been provided to Customer. Customer's operation and use of the equipment must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

10. TIME OF DELIVERY and SHIPPING: Orders to rent equipment are processed in the order of their receipt. WSECO will use reasonable efforts to deliver the equipment to Customer on the scheduled date. However, shipping and delivery dates are estimates and dependent upon factors outside of WSECO's control, including but not limited to, the manufacturer's production schedule, equipment shortages, shipping delays, the equipment may not arrive on the scheduled date. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment. Unless expressly provided for otherwise, Customer is responsible for all freight, shipping, loading and unloading costs.

Initials _____

PAGE: 2 of 4

11. CUSTOMER'S RESPONSIBILITIES: During the Rental period and any extension thereof, Customer shall have the following obligations and responsibilities:

a. RENTAL EQUIPMENT PROTECTION (REP).

Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED

IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO.

b. DELIVERY INSPECTION. Customer has or will promptly inspect the equipment and notify WSECO of any deficiencies.

c. TOWING. When transporting the equipment, Customer will have the proper towing device, hitches and materials for use with the towed and towing vehicles and the same will be in good, safe and operable condition. Customer is responsible for all damage caused to the equipment by Customer's towing, towing devices and vehicles, hitches and materials.

d. DAILY INSPECTION, MAINTENANCE AND SAFEKEEPING. Customer will conduct daily inspection and routine maintenance of the equipment consistent with the procedures in the manufacturer's operation and maintenance manuals provided with the equipment.

e. RETURN THE EQUIPMENT. Customer agrees to return the equipment in good working condition, reasonable wear and tear excepted. Customer further agrees to pay for repair/replacement of all or any portion of the equipment which becomes necessary because of damage caused by Customer, or its employees, agents and subcontractors.

f. REPLACEMENT. If the equipment is lost, stolen, destroyed or rendered unfit for use, Customer agrees to pay the full market value, as determined by WSECO, necessary repairs, or lost rent as the case may be, and monthly interest at the rates provided in paragraph 6 until all amounts due are paid in full.

g. CLEANING FEE. A cleaning fee may be assessed for equipment returned dirty.

h. SALES TAX: WSECO is required to collect Sales Tax for sales made in the following states: ID, WA, ND, and WY. Prices stated herein do not include any applicable state, county, city, or local sales taxes. This Agreement is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time this contract is invoiced. Where applicable, WSECO will charge sales tax at the time of invoice unless the Customer has a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing. In states where WSECO is not required to collect and pay Sales Tax, the Customer is obligated to self-report and pay the Sales and/or Use Tax to the Customers appropriate state's and or local Department of Revenue.

12. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, during the time of this Rental the equipment does not perform satisfactorily, as judged by WSECO, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this Rental. Alternatively, WSECO may terminate this Rental and Customer will be billed only for the time the equipment was used by Customer. These remedies do not apply if the equipment has failed or performs less than satisfactorily due to Customer's improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints, as specified by WSECO and/or the equipment manufacturer. **VOID the line in blue L. Monette THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

13. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this Rental or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this Rental, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. **VOID in blue L. Monette Customer's sole remedy,** for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this Rental agreement. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing.

14. FORCE MAJEURE: WSECO shall not be liable for any failure of or delay in the performance of this Rental agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

15. ASSIGNMENTS: Customer shall not assign, transfer, or sublet this Rental agreement, the equipment or any part thereof without obtaining the prior written consent of WSECO. WSECO may withhold its consent in its sole and absolute discretion.

16. INDEMNITY: To the extent permitted by law L. Monette

You agree to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise. **But only to the extent of customers negligent acts or omissions. L. Monette**

Initials _____

PAGE: 3 of 4

17. DEFAULT BY LESSEE: An event of default shall occur if (a) Customer fails to pay when due any Rental payments; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by Customer; (c) Customer ceases doing business as a going concern, makes an assignment for creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if owners or shareholders of Customer's business organization take actions towards dissolution or liquidation; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof; or (e) WSECO, in good faith, believes that the equipment is being subjected to improper use. Upon the occurrence of any event of default, WSECO may, at its option, declare all sums due and to become due immediately due and payable, proceed to enforce performance by Customer and recover damages for breach of this Rental agreement, demand return of the equipment immediately and, in addition to the foregoing, recover unpaid rental payments prior to the event of default and through the unexpired term of the Rental. These remedies are cumulative and in addition to any other remedies WSECO may have under the law or in equity.

18. JURISDICTION, VENUE AND CHOICE OF LAW: At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this Rental shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction. This Rental is controlled by the laws of the State of Idaho.

19. ATTORNEY'S FEES: Customer agrees to pay all costs incurred by WSECO in enforcing this Rental or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

20. WAIVER: Waiver by WSECO of any breach or any provision contained herein does not constitute and is not deemed to be a waiver of any other breach or of any other provision.

21. EQUIPMENT DATA: The equipment may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the equipment performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by the Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer by signing below.

LESSEE: _____

WESTERN STATES EQUIPMENT

By: _____

COMPANY

Print Name: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Title: _____

Date: _____



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: 22014

To: 4754 WESTERN STATES EQUIPMENT BOX 3805 SEATTLE WA 98124-3805	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Dozer Rental 01-4310-4200	39,000.00	39,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		39,000.00

 Authorized Signature



October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Snow Hauling Contracts

Recommendation and Summary

Staff is recommending the council approve the snow hauling contracts and adopt the following motion:

"I move to authorize the Mayor to approve the contract for services with: Canyon Excavation, LLC, Hiatt Trucking, Inc, Joe's Backhoe Service, Inc, Lunceford Excavation, Inc, Rick's Excavation, Inc and S. Erwin Excavation, Inc."

The reasons for the recommendation are as follows:

- The City of Ketchum does not have the staff and equipment necessary to perform the snow hauling duties and meet the historical level of service.
- Standardized contracts provide an economical method of achieving the historical level of service while ensuring fairness amongst the service providers.

Introduction and History

Currently, the City of Ketchum's Streets Division uses contracted snow haulers to remove snow from the right-of-way immediately after snowstorms greater than 3 inches. Doing so ensures that roadways are immediately passable and parking areas are clear while also providing greater visibility to all users.

Prior to 1996, the Street Division would plow snow on the first night of the storm. On the next night, City staff would start hauling snow away using both city-owned and contracted trucks. This process was less costly but considerably slower. During back-to-back storms, the Streets Division would only plow as the staff was unable to haul snow. As a result, the snow would pile up in town to the point where there would be little parking and very narrow travel lanes down each street.

In 1996, the city had a good snow year with several back-to-back storms which left the City core full of snow with little to no parking. The City Council wanted change and so approved funds to upgrade equipment, increase staff and utilize more contracted snow haulers. Today, the City uses up to 14 contract trucks to help haul snow while City staff plows. The contract allows the City to require that the trucks and drivers are safe, professional and follow a list of details specific to completing the snow hauling job safely and responsibly. Having contracts in place also guarantees that the City will not be paying varying hourly amounts to different contractors; all the contractors are on the same pay scale.

Analysis

As stated, the City started using snow hauling contracts to keep the pay and requirements equal for all contractors. For the coming year, the City will pay \$85.00 per hour for a truck that holds between 14 and 16 cubic yards and \$90.00 per hour for a truck that holds more than 16 cubic yards. The City also pays up to an hour travel time, per truck, per day. We are recommending an increase of \$10 per hour to align more closely with the valley's hauling prices.

Financial Impact

The Streets Division Professional Services line item funds the contract snow haulers, flagging services and engineering services. This year \$182,000 is budgeted for the line item. The minimal price change in this contract should not significantly affect this line item on a normal year.

Sincerely,

Brian Christiansen
Director of Streets and Facilities

Attachments: Snow Hauling Contracts for:
Hiatt Trucking, Inc Contract #22015
Canyon Excavation Contract #22016
Rick's Excavation, Inc Contract #22017
S. Erwin Excavation, Inc Contract #22018
Joe's Backhoe Service, Inc Contract #22019
Lunceford Excavation, Inc Contract #22020



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #22015

(City of Ketchum/Hiatt Trucking, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 18th day of October 2021, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and HIATT TRUCKING, LLC, an Idaho corporation ("Contractor").

RECITALS

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

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
 - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
 - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.

- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
 - g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
 - h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
 - i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
3. Consideration. Ketchum shall pay Contractor the following consideration:
- a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: EIGHTY-FIVE DOLLARS (\$85) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: NINETY DOLLARS (\$90) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2022, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. 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 independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
 PO Box 2315
 Ketchum, ID 83340-2315

CONTRACTOR:

Hiatt Trucking, Inc.
 P.O. Box 759
 Hailey, ID 83333

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 18th day of October 2021.

THE CITY OF KETCHUM,
An Idaho municipal corporation

HIATT TRUCKING, INC,
An Idaho corporation

By: _____
Neil Bradshaw, Mayor
City of Ketchum

By: _____

Its: _____

ATTEST:

Tara Fenwick, City Clerk
City of Ketchum

Contract #22015



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #22016

(City of Ketchum/Canyon Excavation, LLC)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 18th day of October 2021, by and between THE CITY OF KETCHUM, an Idaho municipal corporation (“Ketchum”) and CANYON EXCAVATION, LLC, an Idaho corporation (“Contractor”).

RECITALS

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

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the “Services”); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor’s supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor’s trucks.
 - d. Contractor’s drivers shall haul the snow in Contractor’s trucks to a Ketchum designated snow storage site.
 - e. Contractor’s trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
 - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor’s trucks and all maintenance and repair of Contractor’s trucks.

- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
 - h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
 - i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
3. Consideration. Ketchum shall pay Contractor the following consideration:
- a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: EIGHTY-FIVE DOLLARS (\$85) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: NINETY DOLLARS (\$90) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2022, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. 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 independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any

of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:
City of Ketchum
PO Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:
Canyon Excavation, LLC
P.O. Box 961
Shoshone, ID 83352

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 18th day of October 2021.

THE CITY OF KETCHUM,
An Idaho municipal corporation

CANYON EXCAVATION, LLC
An Idaho corporation

By: _____
Neil Bradshaw, Mayor
City of Ketchum

By: _____

Its: _____

ATTEST:

Tara Fenwick, City Clerk
City of Ketchum

Contract #22016



INDEPENDENT CONTRACTOR AGREEMENT #22019

(City of Ketchum/Joe's Backhoe Service, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 18th day of October 2021, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and JOE'S BACKHOE SERVICE, INC, an Idaho corporation ("Contractor").

RECITALS

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

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
 - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
 - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
 - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
 - g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.

- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
 - i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
- 3. Consideration. Ketchum shall pay Contractor the following consideration:
 - a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: EIGHTY-FIVE DOLLARS (\$85) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: NINETY DOLLARS (\$90) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
- 4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
- 5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
- 6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2022, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
- 7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. 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 independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- 8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:
 City of Ketchum
 PO Box 2315
 Ketchum, ID 83340-2315

CONTRACTOR:
 Joe's Backhoe Service, Inc
 P.O. Box 54
 Richfield, ID 83349

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 18th day of October 2021.

THE CITY OF KETCHUM,
An Idaho municipal corporation

JOE'S BACKHOE SERVICE, INC,
An Idaho corporation

By: _____
Neil Bradshaw, Mayor
City of Ketchum

By: _____

Its: _____

ATTEST:

Tara Fenwick, City Clerk
City of Ketchum

Contract #22019



INDEPENDENT CONTRACTOR AGREEMENT #22020

(City of Ketchum/Lunceford Excavation, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 18th day of October 2021, by and between THE CITY OF KETCHUM, an Idaho municipal corporation (“Ketchum”) and LUNCEFORD EXCAVATION, INC, an Idaho corporation (“Contractor”).

RECITALS

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

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the “Services”); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor’s supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor’s trucks.
 - d. Contractor’s drivers shall haul the snow in Contractor’s trucks to a Ketchum designated snow storage site.
 - e. Contractor’s trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
 - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor’s trucks and all maintenance and repair of Contractor’s trucks.

- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
 - h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
 - i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
3. Consideration. Ketchum shall pay Contractor the following consideration:
- a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: EIGHTY-FIVE DOLLARS (\$85) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: NINETY DOLLARS (\$90) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2022, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. 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 independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any

of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
PO Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

Lunceford Excavation, Inc.
P.O. Box 739
Ketchum, ID 83352

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 18th day of October 2021.

THE CITY OF KETCHUM,
An Idaho municipal corporation

LUNCEFORD EXCAVATION, INC
An Idaho corporation

By: _____
Neil Bradshaw, Mayor
City of Ketchum

By: _____

Its: _____

ATTEST:

Tara Fenwick, City Clerk
City of Ketchum

Contract #22020



INDEPENDENT CONTRACTOR AGREEMENT #22017

(City of Ketchum/Rick's Excavation, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 18th day of October 2021, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and RICK'S EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

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

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
 - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
 - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
 - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.

- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
 - h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
 - i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
3. Consideration. Ketchum shall pay Contractor the following consideration:
- a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: EIGHTY-FIVE DOLLARS (\$85) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: NINETY DOLLARS (\$90) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2022, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. 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 independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner.

Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
PO Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

Rick's Excavation, Inc
P.O. Box 443
Bellevue, ID 83313

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 18th day of October 2021.

THE CITY OF KETCHUM,
An Idaho municipal corporation

RICK'S EXCAVATION, INC,
An Idaho corporation

By: _____
Neil Bradshaw, Mayor
City of Ketchum

By: _____

Its: _____

ATTEST:

Tara Fenwick, City Clerk
City of Ketchum

Contract #22017



INDEPENDENT CONTRACTOR AGREEMENT #22018

(City of Ketchum/S. Erwin Excavation, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 18th day of October 2021, by and between THE CITY OF KETCHUM, an Idaho municipal corporation (“Ketchum”) and S. ERWIN EXCAVATION, INC, an Idaho corporation (“Contractor”).

RECITALS

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

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the “Services”); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor’s supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor’s trucks.
 - d. Contractor’s drivers shall haul the snow in Contractor’s trucks to a Ketchum designated snow storage site.
 - e. Contractor’s trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.

- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
 - g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
 - h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
 - i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
3. Consideration. Ketchum shall pay Contractor the following consideration:
- a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: EIGHTY-FIVE DOLLARS (\$85) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: NINETY DOLLARS (\$90) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2022, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. 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 independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated

in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
PO Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

S. Erwin Excavation, Inc.
P.O. Box 1112
Bellevue, ID 83313

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and

attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

- 18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- 19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 18th day of October 2021.

THE CITY OF KETCHUM,
An Idaho municipal corporation

S. ERWIN EXCAVATION, INC
An Idaho corporation

By: _____
Neil Bradshaw, Mayor
City of Ketchum

By: _____

Its: _____

ATTEST:

Tara Fenwick, City Clerk
City of Ketchum

Contract #22018



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: 22015

To: 2351 HIATT TRUCKING, INC. 17919 HWY 20 BELLEVUE ID 83313	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Snow Hauling Service 01-4310-4200	20,000.00	20,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		20,000.00

 Authorized Signature



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: 22016

To: 5046 CANYON EXCAVATION. LLC BOX 961 SHOSHONE ID 83352	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Snow Hauling Service 01-4310-4200	9,000.00	9,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		9,000.00

 Authorized Signature



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: 22017

To: 3577 RICK'S EXCAVATION, INC. RICK BURK 1041 CHERRY HILL DR HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Snow Hauling Service 01-4310-4200	10,500.00	10,500.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			10,500.00

 Authorized Signature



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: 22018

To: 2013 S. ERWIN EXCAVATION INC BOX 1112 BELLEVUE ID 83313	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Snow Hauling Service 01-4310-4200	20,500.00	20,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		20,500.00

 Authorized Signature



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: 22019

To: 2624 JOE'S BACKHOE SERVICES, INC. JOE MATHENEY BOX 54 RICHFIELD ID 83349	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Snow Hauling Service 01-4310-4200	32,500.00	32,500.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			32,500.00

 Authorized Signature



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: 22020

To: 2901 LUNCEFORD EXCAVATION, INC. P.O. BOX 739 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Snow Hauling Service 01-4310-4200	18,500.00	18,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		18,500.00

 Authorized Signature



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Change Order #9 to Contract 20454

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to sign Change Order #6 to Contract 20454 with CORE | Headwaters LLC:

"I move to approve Change Order #8 decreasing Contract 20454 from \$9,482,458 to \$9,125,795; a decrease of \$356,663 in Contract 20454 with CORE | Headwaters LLC; and authorize the Mayor to sign the Change Order."

The reasons for the recommendation are as follows:

- This change order deducts the unused weather contingency and snow removal.

Introduction and History

The City of Ketchum approved the construction of a fire station on November 5, 2020. Since that time, the project team has worked to bring the project to construction. Change Order #9 reduces the contract sum by deducting unused contingency funds.

Sustainability Impact

No impact.

Financial Impact

This is a reduction in net costs.

Attachments

- Attachment A: Change Order #9 Contract 20454

Project Description: Fire Station CM/GC

Change Order #:009

Effective Date: October 14 2021

Additional Time Granted:0 days

New Contract End Date: Unchanged

Contract Price Impact

Original Contract Price: \$9,320,940.00

Total of Prior Change Orders: \$161,518.00

Contract Price Prior to this Change Order: \$9,482,458.00

Increase / (Decrease) of this Change Order: (\$356,663)

Contract Price Incorporating this Change Order: \$ 9,125,795.00

Acceptance

Neil Bradshaw, Mayor
City of Ketchum



Document G701™ – 2017

Change Order

PROJECT: (name and address)

Ketchum Fire Station #1
107 Saddle Road, Ketchum, ID

OWNER: (name and address)

City of Ketchum, Idaho
480 E. Ave. N., PO Box 2315
Ketchum, ID 83340

CONTRACT INFORMATION:

Contract For: Ketchum Fire Station #1
Date:

ARCHITECT: (name and address)

Cole Architects, PLLC
1008 W. Main Street
Boise, ID 83702

CHANGE ORDER INFORMATION:

Change Order Number: 009
Date: October 14, 2021

CONTRACTOR: (name and address)

CORE Headwaters, LLC
900 Jet Stream Drive
Rexburg, ID 83440

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached spreadsheet of two items.

The original	Contract Sum	was	\$	<u>9,320,940.00</u>
The net change by previously authorized Change Orders			\$	<u>161,518.00</u>
The	Contract Sum	prior to this Change Order was	\$	<u>9,482,458.00</u>
The	Contract Sum	will be decreased by this Change Order in the amount of	\$	<u>(356,663.00)</u>
The new	Contract Sum	, including this Change Order, will be	\$	<u>9,125,795.00</u>
The Contract Time will be unchanged by				(0) days.
The new date of Substantial Completion will be				

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Cole Architects, PLLC
ARCHITECT (Firm name)

Crystal McColly
SIGNATURE

Crystal McColly, Architect
PRINTED NAME AND TITLE

10/14/21
DATE

CORE Headwaters, LLC
CONTRACTOR (Firm name)

[Signature]
SIGNATURE

Chris Sena-Twisker, S.P.M.
PRINTED NAME AND TITLE

10/14/2021
DATE

City of Ketchum, Idaho
OWNER (Firm name)

[Signature]
SIGNATURE

[Signature]
PRINTED NAME AND TITLE

[Signature]
DATE



Building. Growing. Leading. ...Since 1937.

Budget Evolution Item Summary City of Ketchum Fire Station #1

Delete Allowance Residuals

Date: 10/7/2021

Description: Deduct Owner allowance residuals from Contract

SCOPE	SUBCONTRACTOR	AMOUNT
Delete balance of snow removal allowance		\$ (5,307.00)
Delete balance of tent & heat allowance		\$ (351,356.00)
SUBTOTAL:		\$ (356,663.00)
SUBTOTAL reflects direct costs only on the presumption that costs will come from allowances. If costs are reimbursed by Change Order, TOTAL AMOUNT below reflects the SUBTOTAL with add of agreed upon markup in accordance with the change order pricing.		
Bond and Insurance	CORE	\$ -
CMAR FEE	CORE	\$ -
Sales Tax	CORE	\$ -
TOTAL AMOUNT:		\$ (356,663.00)



City of Ketchum

October 13, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve EMS Agreement with Blaine County Ambulance District

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve the Emergency Medical Services Agreement between the City of Ketchum and Blaine County ambulance District and authorize the Mayor to sign said agreement."

The reasons for the recommendation are as follows:

- This is an annual agreement between the City of Ketchum and Blaine County Ambulance District.

Introduction and History

The City of Ketchum provides contract ambulance service to the North portion of Blaine County. This agreement has not changed this year, with the exception of a 4% contract increase.

Sustainability Impact

No impact.

Financial Impact

This contract provides a significant portion of the funding for the Ketchum Fire Department.

Attachments

EMS Agreement – City of Ketchum

Acceptance

Neil Bradshaw, Mayor
City of Ketchum

EMERGENCY MEDICAL SERVICES AGREEMENT – CITY OF KETCHUM

THIS AGREEMENT made and entered this 21 day of September, 2021, by and between the BLAINE COUNTY AMBULANCE DISTRICT, a legal taxing district of the State of Idaho (hereinafter “Ambulance District”), and the CITY OF KETCHUM, a municipal corporation of the State of Idaho.

WITNESSETH:

WHEREAS, Blaine County has established an ambulance service district, in accordance with the provisions of Section 31-3901, et seq., of the Idaho Code, authorized to provide ambulance and emergency medical service (collectively referred to as “EMS Service”) to serve the area within Blaine County and to determine the manner in which that service shall be operated and, if deemed appropriate, to enter into agreements to provide such EMS Service for Blaine County; and,

WHEREAS, Blaine County has been divided into two (2) ambulance service districts – northern and southern. The northern district comprising all of the area of Blaine County north of the intersection of State Highway 75 and the Big Wood River, directly south of Greenhorn Gulch to the Custer County Line and the southern district comprising all of Blaine County south of the aforementioned intersection; and,

WHEREAS, in 2000 it was determined in a comprehensive emergency medical services plan (the “EMS Plan”) the need for the Ambulance District to develop a model EMS delivery system to address the continued expansion of the service needs that would fund and sustain a higher level of EMS Service for the residents and guests of Blaine County. The EMS Plan included an operational plan for the City of Ketchum Fire Department in the northern district and Wood River Fire Protection District in the southern district to move forward in providing a higher level of EMS Service as their resources allow; and,

WHEREAS, it was advantageous to both the Ambulance District, and for the City of Ketchum from both a financial and service standpoint for the Ambulance District to enter into an Agreement with the City of Ketchum to provide EMS Service to the northern district; and,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED between the parties as follows:

1. Level of Service: During the term of this Agreement, the City of Ketchum agrees to provide and maintain paramedic level EMS Service licensed by the State of Idaho Department of Health and Welfare EMS Bureau as advanced life support level two (“ALS Level 2”) for the treatment and transport of patients from the northern district of Blaine County twenty-four (24) hours per day, seven (7) days per week.
2. Services Provided: Paramedic level EMS Service shall be provided under the terms and conditions contained herein:
 - 2.1 In providing paramedic level EMS Service to the northern district of Blaine County twenty-four (24) hours per day, seven (7) days a week, the City of Ketchum shall respond to emergency medical service (“EMS”) incidents with one (1) fully equipped ALS Level 2 licensed ambulance with a minimum of one (1) certified paramedic/firefighter and one (1)

certified emergency vehicle operator/firefighter for the entire duration of the first EMS incident. In the event that additional emergency or non-emergency calls for EMS Service in the northern district are requested at any time during the duration of the first EMS incident, the City of Ketchum agrees to make every effort to provide EMS Service to all other emergency medical calls with a licensed back-up ambulance and appropriately certified EMS personnel providing a minimum of basic life support (“BLS”) treatment and transport, when appropriately certified personnel are available and resources allow.

- 2.2 EMS Services provided are subject to the operational needs of the northern portion of the Ambulance District and the needs of the City of Ketchum. In this regard and when available and resources allow, the City of Ketchum will provide EMS Service to the southern district of the Ambulance District and other areas in the same manner in responding to emergency and non-emergency events and the needs of existing Mutual Aid Agreements.
- 2.3 City of Ketchum personnel (and ambulance) responding to emergency and non-emergency medical calls under this agreement shall operate as a unit of the City of Ketchum and act under the control of the most qualified medical personnel on scene and operate under the Ketchum Fire Department (KFD) standard operating guidelines. Notwithstanding, City of Ketchum personnel shall be subject to the provisions of the State of Idaho EMS Bureau, applicable National Fire Protection Association standards and other safety standards.
- 2.4 As provided by law, the Chief or Officer of the City of Ketchum Fire Department in charge at the scene of an emergency involving the protection for life or limb, shall have the authority to direct such operation as may be necessary to perform appropriate rescue operations consistent with the National Incident Management System (NIMS), Wood River Mutual Assistance Agreement and the Blaine County Emergency Operations Plan.
- 2.5 The City of Ketchum shall provide emergency medical transport from EMS incidents in the northern district of Blaine County to St. Luke’s Wood River Medical Center located in the northern district of Blaine County.
- 2.6 The City of Ketchum may provide the transfer of patients from St. Luke’s Wood River Medical Center to the patient’s home, or other destinations, when appropriately certified volunteer or off-duty personnel are available and as resources allow, on a rotating basis with the southern district, recognizing that minimum staffing for local EMS response shall be a priority. St. Luke’s may call upon the City of Ketchum or Wood River Fire and Rescue when Air St. Luke’s Ketchum and St. Luke’s Magic Valley responders are otherwise unavailable because of other patient emergencies. City of Ketchum agrees to provide a minimum staffing of one (1) certified emergency vehicle operator/firefighter and one (1) certified EMS provider for the appropriate level of patient care up to ALS-2 for routine transfers. No more than one (1) patient transfer by ambulance to destinations outside of Blaine County shall be approved at the same time recognizing the need for available ambulances and staffing in Blaine County. As it pertains to extreme weather conditions and other difficult circumstances, the safety of the crew members and the patient being transferred shall be the number one priority at all times with the final decision approving the transfer determined by the City of Ketchum Fire Chief or the City of Ketchum Fire Department shift officer in the Fire Chief’s absence.
- 2.7 The City of Ketchum shall supply equipment and provide the following technical rescue services that are normally performed in the scope of fire department operations: vehicle extrication, swift water rescue, cold water rescue, high and low angle rope rescue.

- 2.8 The City of Ketchum shall supply equipment and provide backcountry rescue and winter rescue services that are normally performed in the scope of search and rescue operations. When requested, the City of Ketchum shall provide medical support and stand-by to Blaine County Search and Rescue when the condition of a lost person is unknown.
- 2.9 When requested, the City of Ketchum may provide EMS stand-by coverage for special events when appropriately certified volunteer or off-duty personnel are available and resources allow.
3. Compliance with Laws and Accreditation: The City of Ketchum will comply with all Federal, State, County, and local statutes, regulations, or ordinances in its provision of the EMS Service as described within this Agreement, and to maintain its current ambulance license issued by the State of Idaho EMS Bureau. The City of Ketchum agrees that its records and rosters regarding equipment, vehicles, and training may be reviewed by the Ambulance District during regular business hours.
4. Communications: Communications capabilities shall be maintained between the City of Ketchum base stations, its ambulances and personnel on incidents and Blaine County Communications (“Comm.”) provided under the Consolidated Emergency Communications Services Agreement. The City of Ketchum shall also maintain and operate State of Idaho EMS channels F1 and F2 in its radio communications equipment.
5. Medical Supervision: The City of Ketchum shall utilize the Physician Medical Director under contract with the Ambulance District agreed upon by the City of Ketchum and in compliance with the State of Idaho. City of Ketchum personnel shall follow the EMS protocols established by the controlling medical director or their designee. The City of Ketchum further agrees to adhere to, as a minimum standard, the State of Idaho EMS Bureau Paramedic Protocols, as amended, with respect to medical acts not governed by the protocols developed by the Blaine County Ambulance District Physician Medical Director.
6. Training: The City of Ketchum shall provide sufficient EMS training of personnel and continuing education (CE) of personnel at the current levels in compliance with State of Idaho EMS Bureau standards.
7. Equipment: During the term of this agreement, the Ambulance District shall provide the City of Ketchum three (3) ambulances, three (3) Zoll Heart Monitors and accessory equipment as well as other approved capital purchases which will remain the property of the Ambulance District. All ambulances and equipment purchased by the Ambulance District during the term of this agreement shall be in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau for the treatment and transport for Advanced Life Support (ALS) under the approved replacement schedule of the Ambulance District. The City of Ketchum shall provide an updated inventory list of “Exhibit A” of all vehicles and equipment owned by the Ambulance District that exceeds a purchase value of FIVE THOUSAND DOLLARS (\$5,000.00).
- 7.1 The City of Ketchum shall be responsible for the routine maintenance of all EMS Service vehicles and equipment including rescue and extrication equipment. All vehicles and equipment shall be kept in sound operating condition, and maintained, operated, and equipped in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of

Idaho EMS Bureau as complying with their minimum licensing standards, within the budgeted amounts provided by the Ambulance District.

8. Records Management System: The City of Ketchum shall maintain a record of each incident in compliance with national standards and the State of Idaho EMS Bureau.
9. Total Quality Management Program: The City of Ketchum shall maintain a Total Quality Management Program including but not limited to administrative management, financial management, educational standards administration (current and continuing) and both internal and external monitoring of services provided and shall provide quarterly reports of said Program to the Blaine County Ambulance District Board (hereinafter "the Board").
10. Insurance: The City of Ketchum shall provide the level of insurance noted in "Exhibit B" on all apparatus, equipment and personnel during the term of this Agreement.
11. Independent Contractor: Notwithstanding any language to the Contrary contained in this Agreement, the City of Ketchum is acting as an independent contractor and not an employee or agent of the Ambulance District.
12. Compensation:
 - 12.1 For the furnishing of said EMS Service, the City of Ketchum shall receive from the Ambulance District, as a base fee, the sum of ONE MILLION, TWO HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED FORTY-THREE DOLLARS (\$1,235,243.00) for the fiscal year 2022, payable in monthly installments of ONE HUNDRED TWO THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS AND NINETY-TWO CENTS (\$102,936.92) on the 20th day of each month commencing October, 2021. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided.
 - 12.2 For the ambulance vehicle storage and facility maintenance costs at the new City of Ketchum Fire Station, the City of Ketchum shall receive from the Ambulance District, as a base fee, the sum of TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) for the fiscal year 2022, payable in monthly installments of TWO THOUSAND DOLLARS (\$2,000.00) on the 20th day of each month, commencing upon the completion and occupation of the new Ketchum Fire Station. This fee accounts for ONE THOUSAND DOLLARS (\$1,000.00) per month per ambulance storage bay and facility maintenance. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided.
 - 12.3 For the ambulance vehicle storage and facility maintenance costs for the location where the City of Ketchum houses its third ambulance, the City of Ketchum shall receive from the Ambulance District, as a base fee, the sum of TWELVE THOUSAND DOLLARS (\$12,000.00) for the fiscal year 2022, payable in monthly installments of ONE THOUSAND DOLLARS (\$1,000.00) on the 20th day of each month. This fee accounts for ONE THOUSAND DOLLARS (\$1,000.00) per month for the ambulance storage bay and facility maintenance and is to be paid by the City of Ketchum to the entity that owns the facility where the ambulance is housed. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided.
 - 12.4 Prior to the commencement of each annual renewal period, the parties shall negotiate in good faith the annual base fee. The Ambulance District shall pay City of Ketchum for the furnishing of said EMS Service during the renewal period.

13. Fees for Service: In addition to said base fee to be received from the Ambulance District, the City of Ketchum shall charge patients for services rendered in accordance with the amounts scheduled in the most recent Blaine County Resolution regarding Emergency Medical Service User and Supplies fees. The fees charged the patient for services rendered shall be collected and retained by the Ambulance District.
14. Budget: The City of Ketchum shall submit an annual budget to the Ambulance District Board by the Third Monday of May each year for the operation of the EMS Service, as well as its anticipated revenue and expenses for the coming year as required by Idaho law, from which the Agreement fee for the coming budget year will be negotiated.
15. Term:
 - 15.1 This Agreement may be terminated by either party upon the giving of ninety (90) days written notice prior to June 1 of any calendar year; provided, however, that this Agreement is subject to immediate termination on written notification by the Ambulance District for the failure of the City of Ketchum to provide equipment, personnel or service in accordance with the terms of the Agreement. Upon termination of this Agreement, it is understood by the parties that any and all property, apparatus and equipment owned or purchased by either party before or during the term of this Agreement shall remain the sole property of the acquiring party.
 - 15.2 The Agreement shall commence on October 1, 2021, and shall run one (1) year, ending at midnight on September 30, 2022.
16. Assignment:
 - 16.1 This Agreement shall not be assigned by the City of Ketchum without the prior written consent of the Ambulance District.
 - 16.2 This Agreement constitutes the sole understanding of the parties. Any and all verbal and/or oral agreements are hereby merged into this Agreement. Any subsequent modification of this Agreement must be in writing.

IN WITNESS WHEREOF, the Blaine County Ambulance District has caused its name and seal to be subscribed and affixed hereto, pursuant to resolution of the Board of County Commissioners of Blaine County and the City of Ketchum has hereunto caused its name and the Mayor's signature to be affixed pursuant to authorization by the City of Ketchum City Council.

BLAINE COUNTY AMBULANCE DISTRICT BOARD


DICK FOSBURY, CHAIR


ANGENIE MCCLEARY, VICE-CHAIR


JACOB GREENBERG, COMMISSIONER

Attest: 
STEPHEN MCDOUGALL GRAHAM, CLERK



CITY OF KETCHUM

NEIL BRADSHAW, MAYOR

Attest: _____
City Clerk

EXHIBIT A

Capital Equipment Inventory

VEHICLE INVENTORY:

2009 Ford Type 1 Ambulance	VIN # 1FDWF37R09EA25958
2015 Chevrolet Type 1 Ambulance	VIN # 1GB3KZCG1FF120193
2018 Ford Type 1 Ambulance	VIN # 1FDRF3HT4KDA05263
2021 Ford Type 1 Ambulance	VIN # 1FDUF4HT4MEC12314

EQUIPMENT INVENTORY:

Ambulance 21 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034684
Ambulance 22 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034668
Ambulance 23 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034677

For Blaine County
Ambulance District

For The
City of Ketchum



Dick Fosbury
Blaine County Ambulance District Chair

Neil Bradshaw
Mayor

EXHIBIT B

Insurance

- A. The City of Ketchum, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, the Ambulance District does not represent that coverage and limits are necessarily adequate to protect the City of Ketchum.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to the Ambulance District prior to the state date of the agreement. All certificates must be signed by an authorized representative of the City of Ketchum's insurance carrier and must state that the issuing company, its agents, or representatives will provide the Ambulance District thirty (30) days written notice prior to any policies being cancelled. Renewal certificates must be provided to the Ambulance District within thirty (30) days after the effective date of the renewal.
- C. Certificates shall be mailed to:
- Blaine County Administrator
206 First Avenue South, Suite 300
Hailey, ID 83333
- D. Certificates must show evidence of the following minimum coverages:
1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.
 2. **Employers' Liability** insurance providing limits of liability in the following amount:
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.
 3. **Commercial General Liability** insurance providing limits of liability in the following amounts:
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.



Employer

FEIN

Address

State *

Idaho

Coverage Date *

08/31/2021



Employer Name *

city of ketchum

Contains Starts With

SEARCH

CLEAR

Filter by name or address

CITY OF KETCHUM

480 EAST AVE N, KETCHUM, ID, 83340-2315

Policy Number: 311540

CITY OF KETCHUM

PO BOX 2315, KETCHUM, ID, 83340-2315

Policy Number: 311540

Rows per page: 10 1-2 of 2

Limitation of Information



City of Ketchum

October 13, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order #22021 for \$19,138 for Antennas and Routers from AT&T Mobility/FirstNet

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve purchase order #22021 in the amount of \$19,138 and authorize the Mayor to sign said purchase order."

The reasons for the recommendation are as follows:

- These antennas will improve cellular coverage and data capability, allowing for connection between fire and EMS vehicles to be in communication with Blaine County Emergency Communications dispatch.

Introduction and History

FirstNet was established by the federal government as a response to the problems that occurred during the response to the World Trade Center attacks. When analog television was discontinued, the frequency band was allocated to exclusive use by first responder agencies. This band operates at a greater range than commercial cellular phones, allowing for coverage in areas where cellular coverage is weak or non-existent.

The fire department has been slowly converting over to the new system. At this time, AT&T is offering a discount of 26% off the purchase of the antennas and an additional credit of 52% to be applied against the data billing. Purchasing the remaining units now will save \$9600 over purchasing at a later date.

This is part of the upgrades the fire department is making to improve dispatch response and record keeping. This will allow the fire department to have more reliable connection to dispatch from incidents. It will also enable Automatic Vehicle Locating (AVL), and GPS mapping capability in the vehicles. That has not been possible with our older mobile computers. Those are past end of life.

Analysis

We received bids from CDW-G and Cradlepoint in addition to the AT&T quote. AT&T was the only bidder able to provide the significant discount.

Sustainability Impact

No impact.

Financial Impact

This will be funded from the equipment budget from the station bond.

Attachments

Quote 78271

Acceptance

Neil Bradshaw, Mayor
City of Ketchum



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: 22021

To: 5673 AT&T MOBILITY LLC PO BOX 6463 CAROL STREAM IL 60197-6463	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/13/2021	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Atenas and Vechile Routers 01-4230-5110	19,138.00	19,138.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		19,138.00

 Authorized Signature



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Road Closure for Special Event

Recommendation and Summary

Staff is recommending Council to approve the following road closure for a special event.

Main Street between Sun Valley Road and Second Street.

Nightmare on Main, Oct. 30 from 7 p.m. to Oct. 31 at 1 a.m.

"I move to approve the street closure request for Nightmare on Main."

The reasons for the recommendation are as follows:

- The City of Ketchum supports special events.
- The city has assigned designated and non-designated areas for special events.
- Non-designated street closures require approval by City Council.

Introduction and History

Nightmare on Main is a returning event in Ketchum.

The application is attached but is still awaiting:

- Temporary Traffic Control Plan
- Approved permit from ITD

Financial Impact

There is no financial impact.

Attachment

Attachment A: Special Event application.



City of Ketchum

SPECIAL EVENT NOTICE

The City of Ketchum is in receipt of an application for the following Special Event within the city of Ketchum:

EVENT	Nightmare on Main Street
LOCATION	Main Street between 2 nd Street & Sun Valley Road
DATE(S)	October 30, 2021
TIME(S)	Set-up: Starting Saturday at 7pm Event starts: Saturday at 8pm Event ends: Sunday at 12am Clean-up: Sunday at 1am
DESCRIPTION	Return of the annual Nightmare on Main Street costume & dance party. Participating establishments include: the Casino (applicant), Warfield, Sawtooth Club, the Pod and Whiskey Jacques. The Limelight is assisting the applicant in the planning process. There will be no vending outside of the establishments. The only addition to the street will be the stage – set-up for the DJ and costume contest.
NOTES	The following application packet <ul style="list-style-type: none"> • Includes: application, signed COI, site plan, TTCP, signed Indemnification Agreement, invoices & checks scanned • Still to come: Approved ITD permit <p>The applicant will provide a handwashing station and additional trash receptacles outside.</p> <p>The City, in step with years past, will waive the street closure fee and contribute \$1,000 toward the Road Works Ahead cost.</p>

Published on *City of Ketchum Idaho* (<https://www.ketchumidaho.org>)

[Home](#) > [Special Event License Application](#) > [Webform results](#) > Submission #2

Submission information

Form: [Special Event License Application](#) [1]
Submitted by Visitor (not verified)
Mon, 10/11/2021 - 8:00pm
72.214.128.122

HAVE YOU READ THE GUIDELINES?

Yes (Please continue.)

What size is your event?

Small Event (\$100.00)

medium event

General Information

Event Name:

Nightmare on Main Street

Event Date:

Sat, 10/30/2021

If the event is multi-day or recurring, please list all event dates here:

n/a

Event Description and Purpose

Annual Ketchum Halloween celebration provided to local residence, may also attract visitors. Organizers are Patti Romano, Casino Owner, Meghan Hockemeyer-Limelight Manager, Justin Hockemeyer-Warfield Manager. We feel continuing this tradition will help the moral for the local service industry and residence that have been working tirelessly since being short staffed for months. The event will also assist in taking the load off of indoor venues by providing more open space for participants during the current COVID climate.

As in years past, event includes:

- Closure of 1 block of Main street at Sun Valley Rd to 2nd Street
- TBD 2-3 firepits
- Local DJ w/ lighting and small stage
- Halloween Costume Contest
- Estimate of 100-150 outside at one time
- Electricity, restrooms and dumpsters required will be provided by Casino and Warfield

Location of Event:

1 block of Main St.

Alternate Location:

n/a

Expected Number of Participants:

150 *- cumulative*

Admission Fee* (per person)

free

Number of Staff Working at Event:

2

Number of Volunteers Working at Event:

6

Event Coordination

Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?

No

List the events taking place on or around the date of your event:

pending - email sent at time of this application.

Event Schedule:**Set Up Date & Time:**

Oct 30, 2021 7:00pm

Event Date & Start Time:

Oct 30, 2021 8:00pm

Event Date & End Time:

Oct 31, 2021 12:00 am

Take Down/Clean Date & Time:

Oct 31, 2021 12:00a-1:00a

Applicant Information

Are you a non-profit corporation?

No

Applicant Name:

Patti Romano

Title:

Owner, Casino

Organization Address (include city & state):

220 N Main St, Ketchum

Email Address:

patti_rooney@msn.com

Phone Number:

208-761-4577

On-Site Contact:

Patti Romano

Address (include city & state)

220 N Main ST

Email Address:

patti_rooney@msn.com

Phone Number:

208-761-4577

Emergency Contact:

Patti Romano

Phone Number:

208-761-4577

Email Address:

patti_rooney@msn.com

Other Contacts:

Meghan Gunn-Hockemeyer, LImelight Manager
Justin Hockemeyer, Warfield Manager

USE OF CITY FACILITIES, PARKS & STREETS

If you are requesting use of city facilities, parks or streets, please indicate below:

PARKS & TOWN SQUARE

Other

Daily Park Reservation Fees:**DESIGNATED EVENT LOCATIONS* (\$100)****Fees for non-designated locations:**

Street Party - \$100

List dates, times, and location(s) for street closure requests:

October 30, 2021 7:00pm to October 31, 2021 1:00am, clean up 12:00am to 1:00am

Name of person supervising street closure:

Patti Romano

Phone Number:

208-761-4577

Email Address:

patti_rooney@msn.com

How many staff and volunteers will be managing the street closure?

6

How will staff and volunteers manage the street closure?

We are planning for 8 volunteers, with rotating shifts. 5-6 slated for set up and road closure

Have you contacted Mountain Rides to advise of the street closure request?

No

*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the right-of-ways for any purpose, including special events. A TTCP must be submitted for Street Division review. Applications will not be accepted without a TTCP prepared by a qualified firm.

EVENT SITE PLAN

- Barricades (B)
- Garbage Receptacles (G)
- Recycling Receptacles (RR)
- Stages or Amplified Sound (SO)

Will your event have temporary structures, including 10' x 10' pop-up tents?

Yes

If yes - Describe the size, number, use and assembly and disassembly plan:

One stage for DJ, approx 12x16, volunteers directed by the DJ for assembly and disassembly.

TRANSPORTATION & PARKING

Where will you direct event attendees to park vehicles?

Street parking outside of closure as in routine with inside venue events.

Will the event provide transportation services to the event?

No

If yes - Describe the transportation services:

CITY SERVICES REQUESTS

Police services request for:

N/A

Indicate dates and times needed:

n/a

Fire/EMS services request:

N/A

Will your event use city infrastructure such as bathrooms and trash receptacles?

No

ELECTRICITY, MUSIC AMPLIFICATION & LICENSING

Do you have electrical needs?

No

Will you have amplified sound?

Yes*

Will live or prerecorded music be played?

Yes*

NO ✓

PORTABLE RESTROOMS & HANDWASHING

The applicant is required to provide portable toilets for all events having an anticipated attendance that exceeds the capacity of permanent bathroom facilities at the event location. Handwashing stations may also be required. The City utilizes Satellite Industries, Inc. Restroom Calculator (<https://www.satelliteindustries.com/calculator>) to estimate the number of additional toilets needed for each event.

Restroom Company:

n/a

Number of Portable Restrooms:

0

Number of Handwashing Stations:

0

Restrooms Drop Off - Date & Time:

n/a

Restroom Pick Up - Date & Time:

n/a

TRASH & RECYCLING

If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.

Have you contracted for trash dumpster(s)?

No

If yes - How many?

0

If yes - What size(s)?

0

Have you contracted for recycling dumpsters?

No

If yes - How many?

0

If yes - What size(s)?

0

If you marked "no", describe how you will handle trash and recycling materials at the end of your event.

Pop up recycling bins and Casino and Warfield dumpsters will be used.

Name of person on site supervising trash & recycling:

Patti Romano

Phone Number:

2087614577

Email Address:

patti_rooney@msn.com

How many staff and volunteers will be managing trash and recycling?

4

How will staff and volunteers manage trash and recycling during and after the event?

2-3 volunteers will monitor during the event. At clean up time all volunteers will insure everything is clean and disposed to Casino and Warfield dumpsters

CONCESSIONS

Which of the following will be served at your event?

Alcoholic Beverages

BANNERS

If you would like to reserve space for an over the road banner, please submit complete application to Aly Swindley (aswindley@ketchumidaho.org). The application can be found here: <https://www.ketchumidaho.org/administration/webform/street-banner-request-form>

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

Special events will be noticed to the public via an events-specific newsletter - written notice by the producers is no longer required. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city. For all events, city staff may elect to provide additional noticing based on the size, location and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners.

INSURANCE REQUIREMENTS

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars(\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such

insurance shall be kept on file at all times during the term of the special event. (Ord. 669 § 7, 1995)

SIGNIFICANT EVENT CHANGES:

Has this event been approved in the City of Ketchum in previous years?

Yes*

***If yes - Please indicate any significant changes to the event request since its last approval:**

No major changes noted.Pa

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?

- Payment & Deposit
- Proof of Insurance
- Temporary Traffic Control Plan
- Site Plan
- ITD Permit
- Alcohol Beverage Catering Permit
- City Sales Tax Permit
- Indemnification Agreement
- Proof of Music License

AUTHORIZATION OF APPLICANT

Patti Romano

ACKNOWLEDGEMENT:

By checking this box, I understand and agree to the above terms.

Source URL: <https://www.ketchumidaho.org/node/44681/submission/9948>

Links

[1] <https://www.ketchumidaho.org/administration/webform/special-event-license-application>



CASI2LL-01

CKINGSTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 121437 Associated Insurance Services PO Box 16410 Boise, ID 83715	CONTACT NAME: Caitlyn Kingston PHONE (A/C, No, Ext): (208) 955-8190 E-MAIL ADDRESS: caitlyn@associatedins.com	FAX (A/C, No): (208) 336-1137	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Casino 2 LLC Casino 2 Cafe LLC 7830 W Crestwood Dr Boise, ID 83704	INSURER A : Owners Insurance Company		32700
	INSURER B : Auto-Owners Insurance		18988
	INSURER C : USLI		25895
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		57245795	4/1/2021	4/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
								AGGREGATE
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57233952	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Liquor Liability			LQ 1001597A	4/22/2021	4/22/2022	Each Common Cause	1,000,000
C	Liquor Liability			LQ 1001597A	4/22/2021	4/22/2022	Aggregats	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

City of Ketchum
 480 East Ave N
 Ketchum, ID 83340

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Caitlyn Kingston

Site Plan

2nd St.

CASINO

WARFIELD



SAWTOOTH CLUB

WHISKEYS

THE POD

San Valley Rd.

**PERMIT FOR A MUNICIPAL, NONPROPERTY TAX AS REQUIRED UNDER
KETCHUM CODE CHAPTER 3.12 OF THE CITY OF KETCHUM, IDAHO**

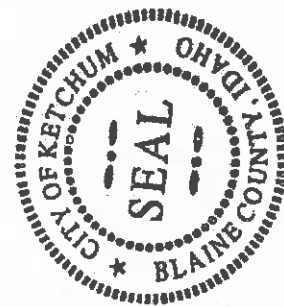
PERMIT NO. 27

This permit is non-assignable and must be displayed in a conspicuous place.

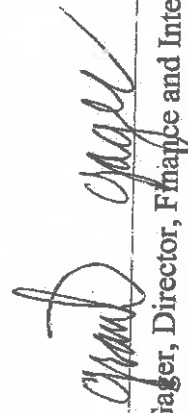
PERMIT ISSUED TO:

Name of Business CASINO 2 LLC
Owner RICK ROONEY
Location of Business 220 MAIN STREET NORTH
KETCHUM ID 83340
Mailing Address BOX 5356
KETCHUM ID 83340
Type of Business Retail and Liquor by the drink

This Permit is issued to the above named pursuant to the application of the owner of the above place of business in accordance with the requirements of Ketchum Code Chapter 3.12 of the City of Ketchum.



Permit issued this 2 day of May, 2018


Grant Gager, Director, Finance and Internal Services

INDEMNIFICATION AGREEMENT

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, _____, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), 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. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with City Administration.

DATED this 13th day of October, 2021.

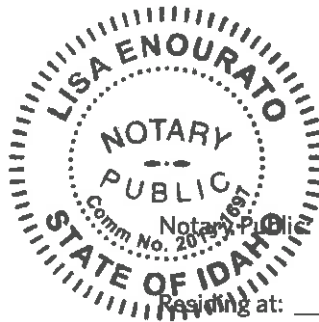
Signature of Applicant: [Signature]

STATE OF IDAHO

County of Blaine

On this 13th day of October, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Patti Romano, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.



[Signature]
Residing at: Harley, ID

Commission expires: 8/12/25



ROAD WORK AHEAD

Traffic Services, Inc.
 729 Commercial Avenue
 Twin Falls, ID 83301
 (208) 734-4444 (208) 734-8899 FAX

Contact: Chad Robinson
chad@roadworkaheadonline.com

Bid #: 10142021A

Public Works License Number
 054226-B-4

Project:		CITY OF KETCHUM NIGHTMARE ON MAIN ST.		Bid Date:	4-Oct-21
Item #	Quantity	Units	Description	Unit Price	Total
1 NIGHT CLOSURE OF MAIN ST. IN KETCHUM BETWEEN SUN VALLEY RD. AND 2ND ST.					
1	1.00	LS	MOBILIZATION	\$964.00	\$ 964.00
2	4.00	EA	BARRICADE TY III	\$6.00	\$ 24.00
3	18.00	EA	TRAFFIC CONTROL SIGNS	\$5.25	\$ 94.50
4	6.00	EA	MAINTENANCE/SET UP TEAR DOWN	\$57.38	\$ 344.28
5	2.00	EA	ARROW BOARDS	\$40.00	\$ 80.00
					\$ -
					\$ -
					\$ -
Subtotal					\$ 1,506.78
				Bid Total	\$ 1,506.78

This is an estimate only based on information provided to us by the customer. Cost will be based on actual use of materials and labor. This is not a lump sum bid. Materials not included are not incidental to the project. Items not included are as follows: night work lighting, temporary traffic signals, temporary concrete barriers, temporary crash cushions, truck/trailer mounted attenuator, temporary pedestrian facilities, radar speed feedback trailers, automated flagger assistance devices, and other equipment not specifically mentioned in the estimate. Estimate is bid at standard wage rates. THIS IS NOT A PREVAILING WAGE ESTIMATE. Pricing is based upon the requirements of the 2018 ITD Standard Specifications with the 2019 Supplemental Specifications. Materials used on the project conform to MUTCD requirements.

Signed estimate will be required before any work can be performed.

Current Insurance Coverage

General Liability Aggregate	\$	2,000,000.00
Products - Comp	\$	2,000,000.00
Personal Injury Limit	\$	1,000,000.00
Per Each Occurance	\$	1,000,000.00
Umbrella Liability	\$	1,000,000.00

*** Companies with greater insurance requirements need to notify Road Work Ahead before bid acceptance for bid to be adjusted to required insurance levels.

BY ACCEPTING THIS BID CONTRACTORS ARE AGREEING TO PROVIDE A WRITTEN SCHEDULE EACH WEEK TO ROAD WORK AHEAD STATING THEIR EXPECTED NEED FOR PERSONNEL. AN ELECTRONIC COPY OF SAID SCHEDULE NEEDS TO BE SUBMITTED EVERY MONDAY FOR THE FOLLOWING WEEK TO EITHER THE TRAFFIC CONTROL MANAGER OR THE TRAFFIC CONTROL ASSISTANT. IF THE WRITTEN REQUEST FOR PERSONNEL IS NOT RECEIVED BY THE PRECEEDING MONDAY, OR CHANGES ARE MADE AFTER THE FACT, ROAD WORK AHEAD CANNOT GUARANTEE THAT PERSONNEL WILL BE AVAILABLE TO PERFORM THE JOB DUTIES. FAILURE TO PROVIDE A WEEKLY SCHEDULE RELEASES ROAD WORK AHEAD FROM ANY AND ALL LIQUIDATED DAMAGES INCURRED BY THE CONTRACTOR.



CITY OF KETCHUM

P.O. Box 2315
 Ketchum ID 83340
 Phone: (208) 726-7801
 Fax: (208) 726-7812

INVOICE

Date	Number	Page
10/13/2021	5260	1

Bill To: Casino 2, LLC
 P O Box 5356
 Ketchm ID 83340

Customer No. 1340
Project:
Terms: Due Upon Receipt
Invoice Due Date: 10/23/2021

Quantity	Description	Unit Price	Net Amount
1	APPLICATION FEE SPECIAL EVENTS - Medium event	200.00	200.00
1	APPLICATION FEE SPECIAL EVENTS - Music Fee	10.00	10.00

Amount	210.00
Balance Due	<u>210.00</u>

Please remit payment to:
City of Ketchum
Post Office Box 2315
Ketchum, Idaho 83340



CITY OF KETCHUM

P.O. Box 2315
Ketchum ID 83340
Phone: (208) 726-7801
Fax: (208) 726-7812

INVOICE

Date	Number	Page
10/13/2021	5259	1

Bill To: Casino 2, LLC
P O Box 5356
Ketchm ID 83340

Customer No. 1340
Project:
Terms: Due Upon Receipt
Invoice Due Date: 10/13/2021

Quantity	Description	Unit Price	Net Amount
1	EVENT-SECURITY DEPOSIT	250.00	250.00

Please remit payment to:
City of Ketchum
Post Office Box 2315
Ketchum, Idaho 83340

Amount	250.00
Balance Due	<u>250.00</u>

Casino Cafe
PO Box 5356
Ketchum, ID 83340

382

25-4753A

10-13 20 21

PAY TO THE
ORDER OF

City of Ketchum

\$ 200.⁰⁰/₁₀₀

two hundred ten dollars and ⁰⁰/₁₀₀

DOLLARS



Zions Bank

FOR

PLTR

⑆ 24000054⑆ 98 1 01729 6⑈ 0382

Casino Cafe
PO Box 5356
Ketchum, ID 83340

383

25-4750

10-13 20 21

PAY TO THE
ORDER OF

City of Ketchum

\$ 250.⁰⁰/₁₀₀

two hundred fifty dollars and ⁰⁰/₁₀₀

DOLLARS



Zions Bank

FOR

PLTR

⑆ 24000054⑆ 98 1 01729 6⑈ 0383

116



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation approving the Mayor sign the MOU between the City of Sun Valley and City of Ketchum to create a single construction contract for roadway improvements.

Recommendation and Summary

Staff is requesting the Council approve the Mayor sign the Memorandum of Understanding (MOU) between the City of Sun Valley and City of Ketchum to create a single construction contract for the Sun Valley Road Rehabilitation and Repair Project.

"I move to authorize the Mayor to sign the MOU with the City of Sun Valley"

The reasons for the recommendation are as follows:

- Both the City of Sun Valley and City of Ketchum received funds from ITD for repair and rehabilitation of Sun Valley Road
- The MOU was developed to coordinate construction and limit impacts to residents and business owners on Sun Valley Road

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 and extending 3.5 miles to Sun Valley City limits.

At this time negotiations have been completed, funds received from ITD, and ownership of Sun Valley Road transferred to each city. Pre-design services are underway with an anticipated construction kick off in the Spring of 2022.

Sustainability Impact

None

Financial Impact

Combining construction projects limits contractor mobilization costs and reduces construction costs.

Attachments:

Memorandum of Understanding

Memorandum of Understanding between City of Sun Valley and City of Ketchum

City of Sun Valley

81 Elkhorn Road

Sun Valley, ID 83353

City of Ketchum

480 East Avenue North

Ketchum, ID 83340

1. Purpose of Agreement

The purpose of this Memorandum of Understanding (MOU) is to document the agreement between the cities of Ketchum and Sun Valley to work together to create a single construction contract for roadway improvements along the entire length of Sun Valley Road as it passes through each City. It is anticipated that having just one contractor conducting work on this vital link between the two cities will result in consistent traffic control throughout the project, resulting in the best possible experience for residents and visitors alike who are using the road.

2. Background

Over the summer of 2021, the Idaho Transportation Department (ITD) transferred ownership of State Highway 75 Spur (Sun Valley Road to the Blaine County line, 3.6 miles) to the cities of Ketchum and Sun Valley for their respective portions. As part of the transfer, the ITD included funds for pavement improvement to repair and maintain the road. Both cities agree that the condition of the road is such that rehabilitation and improvement is necessary in the very near future.

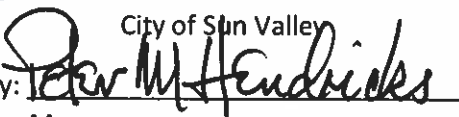
3. Project Description

In general, the project consists of conducting pavement rehabilitation improvements from State Highway 75 in Ketchum to the Blaine County line near the Boundary Campground in Sun Valley. Specific improvement details are being developed by each City for their respective portions of work and could include additional items such as concrete ADA ramps, curb and gutter improvements, drainage improvements or other such elements.

4. Responsibilities

Each City is responsible for developing their own design and will be responsible for payment of their own design and construction work. A Project Execution Plan will be developed to clearly define the method of cost sharing. Each City understands, holds harmless, and assures that each City will remain solely and separately liable and responsible with respect to that City's respective portion of the Project. Neither City will guarantee or otherwise be responsible or held liable for the proportional obligations of the other City.

5. Signature Block

City of Sun Valley
By: 
Mayor

City of Ketchum
By: _____
Mayor

Date: October 8, 2021

Date: _____



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 22003 with Sun Valley Economic Development

Recommendation and Summary

Staff is recommending the council approve the annual contract with Sun Valley Economic Development (SVED) and adopt the following motion:

"I move to authorize the Mayor to sign Contract 22003 with Sun Valley Economic Development."

The reasons for the recommendation are as follows:

- The City contracts with SVED for specific services as identified in the contract.
- The funding was approved in the FY22 adopted budget.

Introduction and History

The proposed contract is consistent with the last several years as it relates to the scope of associated services.

Analysis

SVED provides the City with specific support and analysis for the attraction, retention, and support of businesses within the community.

Sustainability

Approval of contract will assist with the economic sustainability of our community.

Financial Impact

The cost for services is \$10,000 for the year and funding will be allocated from the Local Option Tax Account within the approved FY22 budget.

Attachments

Attachment A: Proposed Contract 22003.

CONTRACT FOR SERVICES 22003

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 11th day of October, 2021, by and between the CITY OF KETCHUM, an Idaho municipal corporation (hereinafter referred to as “Ketchum”) and Sun Valley Economic Development, an Idaho non-profit corporation (hereinafter referred to as “SVED”).

RECITALS

- A. Ketchum is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Ketchum for an extended period of time;
- B. Ketchum has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- E. SVED is experienced in providing economic development support for the advancement of the trade, commerce, and industry of the tourism-based economy of Ketchum;
- F. SVED desires to create a strong economic climate for the City of Ketchum and the surrounding community and region;
- G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to promote the region and attract new businesses through targeted, economic development efforts. These activities, and any costs associated therein, are determined to be ordinary and necessary expenses for the economic well-being of Ketchum and its residents and guests;
- H. Ketchum desires to contract with SVED for professional services to provide economic development services that will increase the number of businesses hiring permanent, full-time jobs within the City of Ketchum;
- I. The parties acknowledge and agree that all funds paid to SVED under this Agreement shall be used to provide services for Ketchum for the purpose of job creation, which is a direct quantifiable and measurable result of investing public funds for a public purpose; and
- J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Ketchum and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, Ketchum agrees to pay SVED the maximum sum of ten thousand dollars (\$10,000) for the term set forth in section 2 herein. Subject to the terms and conditions set forth herein, Ketchum shall make payments in four quarterly installments.
2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2021, until September 30, 2022.
3. Scope of Services. SVED shall provide the services presented in Attachment A to this contract.
4. Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
 - a. Budget. Within thirty (30) days after the execution of this Agreement, SVED shall submit a 2021 Year-to-Date P&L and Balance Sheet for SVED, which is satisfactory to Ketchum showing income, expenses and particular fund balances. SVED shall submit its 2021/22 Operating Budget to Ketchum when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - b. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to Ketchum IRS Form 990 and all associated documents for the previous two (2) years of operation.
 - c. Financial Accounting and Reporting Requirements. SVED shall submit to Ketchum a year-end financial statement which shall be prepared in a format that details the expenditure of Ketchum funds paid to SVED under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of SVED's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to Ketchum within thirty (30) days of notification by Ketchum of such improper expenditures.
 - d. General Requests. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to Ketchum in such form and at such time as Ketchum may reasonably require.
 - e. Retention of Records. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts,

property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Ketchum, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.

5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the quarterly reports described in paragraph 3(a) of this Agreement. The quarterly sum to be paid to SVED shall not exceed one quarter (1/4) of the total amount approved by this agreement for fiscal year 2022.
6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from Ketchum, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by Ketchum shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.
7. Miscellaneous Provisions.
 - a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Ketchum
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Economic Development
PO Box 3893
Ketchum, ID 83340

All notices of changes of addresses shall be sent in the same manner.

- b. Termination. The parties hereto covenant and agree that in the event Ketchum, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, Ketchum may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to Ketchum a report of expenditures authorized by this Agreement as of the effective date of

termination. Any Ketchum funds not encumbered for authorized expenditures at the date of termination shall be refunded to Ketchum within twenty (20) days.

- c. Independent Contractor. Ketchum and SVED hereby agree that the SVED shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. 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 independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- d. Compliance With Laws/Public Records. SVED acknowledges that Ketchum is a public agency subject to the Idaho Public Records Act. SVED will communicate with and cooperate with Ketchum upon request by Ketchum so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to Idaho public records law.
- e. Non-assignment. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of Ketchum.
- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless Ketchum, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Ketchum funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. 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.
- m. 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.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of SVED who has decision making authority either by them self or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

CITY OF KETCHUM

Neil Bradshaw, Mayor

SUN VALLEY ECONOMIC DEVELOPMENT



Harry Griffith, Director

ATTEST:

Tara Fenwick, City Clerk



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22661 for placement of pavers and snowmelt in the City Right-of-Way at 195 South Bigwood Drive.

Recommendation and Summary

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

"I move to authorize the Mayor to sign Encroachment Agreement 22661 with Walt and Katherine Schlotfeldt."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the residential street
- No adjustments were made to the width or grades of the driveway
- The improvements were only a material change from asphalt to pavers

Introduction and History

A Right-of-Way Encroachment Permit request was received for a paver driveway with snowmelt within the City's Right-of-Way at 195 South Bigwood Drive.

Right-of-Way standards were developed to achieve goals of drainage, parking, snow storage, access for emergency vehicles, and provide materials that can be reasonably maintained by the city. Pavers, snowmelt systems, and subsurface drip irrigation systems are not maintained by the City but may be approved through an encroachment agreement.

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, relocation, or removal of the encroachment.

Analysis

The proposed encroachments were determined not to impact public access or city operations.

Financial Impact

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

Attachments:

Encroachment Agreement 22661

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 22661

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 WALT AND KATHERINE SCHLOTFELDT, (collectively referred to as “Owner”), whose address is 2510 NORTH POST ROAD, ANCHORAGE, AK 99501.

RECITALS

WHEREAS, Owner is the owner of real property described as 195 South Bigwood Drive (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a paver driveway and snowmelt within the right-of-way on South Bigwood Drive. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain the improvements identified in Exhibit “A” within the public right-of-way of 195 South Bigwood Drive, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit “A” shall be approved by the City of Ketchum prior to any modifications taking place.

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

part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

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: _____
Walt Schlotfeldt

By: _____
Neil Bradshaw

Its: Mayor

By: _____
Katherine Schlotfeldt

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

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

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

Notary Public for _____
Residing at _____
Commission expires _____

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

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

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

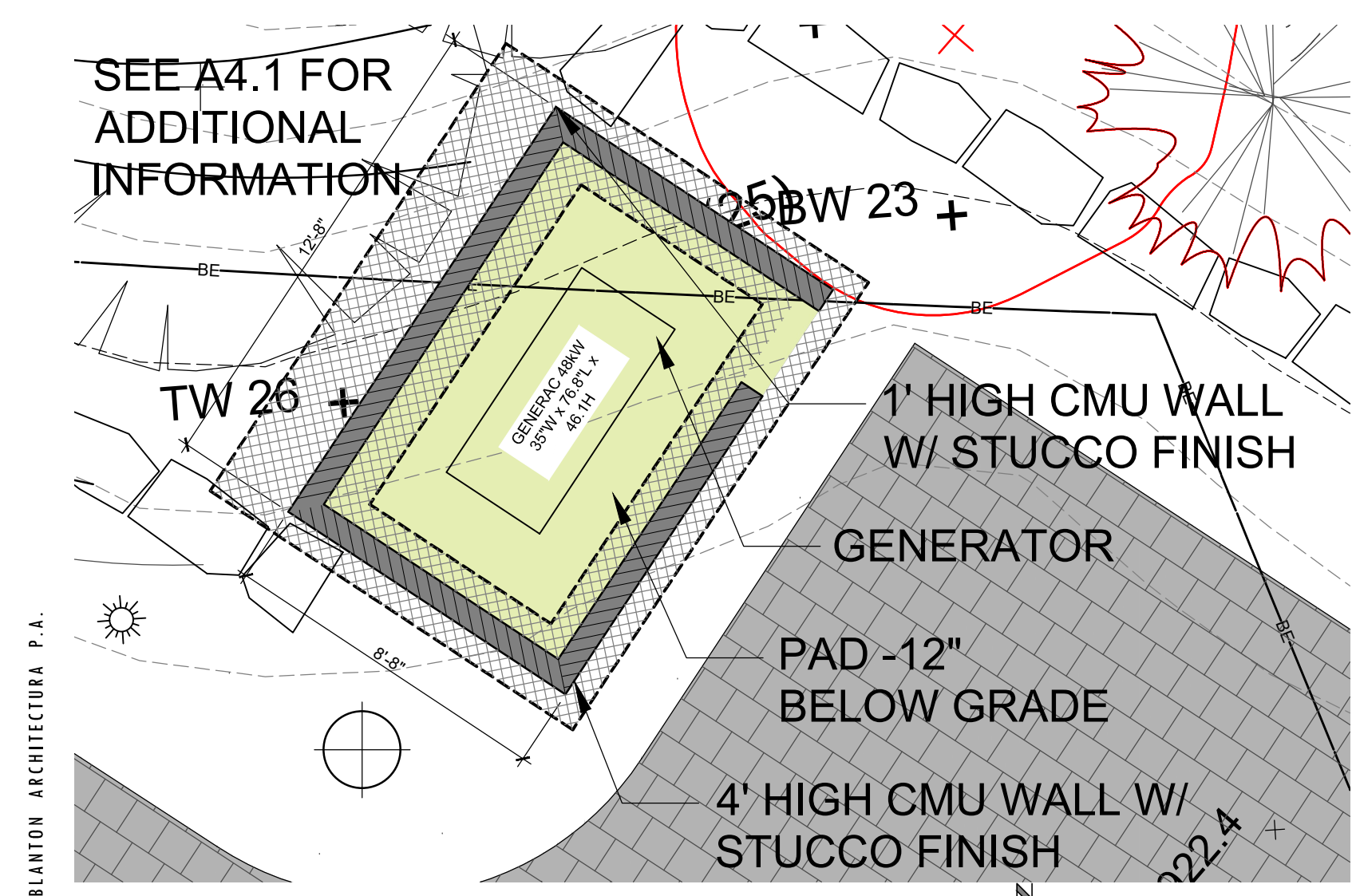
On this ___ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and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

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

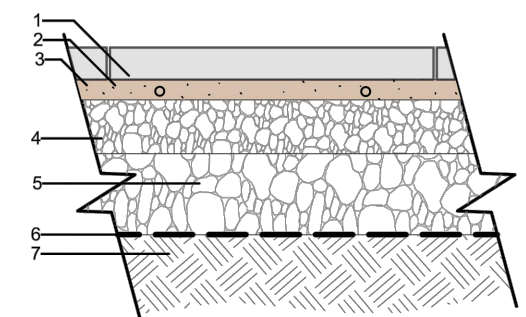
Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"

OWNERSHIP OF DOCUMENTS: This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A., and is not to be used in whole or in part, for any other project without written authorization of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.



GENERATOR PLAN
SCALE: 1" = 10'-0"



- SANSET DRIVEWAY PAVES NOTES**
- PAVER MATERIAL, SIZE AND PATTERN, PER PLAN
 - JOINT: SIZE AND PATTERN, PER PLAN
 - SAND: 1 1/2" SETTING BED WITH HYDRONIC HEAT
 - 4" GRAVEL LEVELING COURSE: COMPACTED 3/4" MINUS, ROAD MIX
 - 6" GRAVEL LEVELING COURSE: COMPACTED 2" MINUS, ROAD MIX
 - GEOTEXTILE: PER ENGINEER
 - COMPACTED SUBGRADE: SEE GEOTECHNICAL REPORT
 - VERIFICATION: ALL STRUCTURAL MATERIAL DIMENSIONS TO BE VERIFIED WITH ENGINEER PRIOR TO BEGINNING WORK

TYPICAL DRIVEWAY DETAIL

EXISTING DRIVEWAY WIDENED TO 20' W/ HEATED PAVERS, SEE TYPICAL DRIVEWAY DETAIL

12" EXISTING CULVERT TO REMAIN

SOUTH BIGWOOD DRIVE

STONERIDGE ROAD

LOT 42A

POOL

POOL EQUIP. VAULT, BELOW PAVERS

14.88 WITNESS CORNER FDRB4 GKW

BIGWOOD BLOCK 21 (GOLF COURSE)

SHEET LEGEND

SYMBOL	DESCRIPTION
(Symbol)	Property Line
(Symbol)	Building Envelope
(Symbol)	Cell Envelope
(Symbol)	Existing Contours
(Symbol)	Proposed Contours
(Symbol)	Existing Vegetation
(Symbol)	Hardscape - Pavers TBD
(Symbol)	Hardscape - Paver Steps
(Symbol)	Masonry Wall
(Symbol)	Decking Wall - Oakley Stone
(Symbol)	Landscape - Native
(Symbol)	Landscape - Lawn
(Symbol)	Landscape - Perennials
(Symbol)	Landscape Borders (To Match Viewer)

PLANT SCHEDULE

QTY.	ID	COMMON NAME	SIZE
8	AD	Arise Maple	6'-10"
5	OK	Quaking Aspen	7'-0"
25	PH	Chartreuse Pine	6'-10"
16	PA	Norway Spruce	10'-12"
5	VP	Vanderwolf's Pyramidal Linden Pine	12'-14"

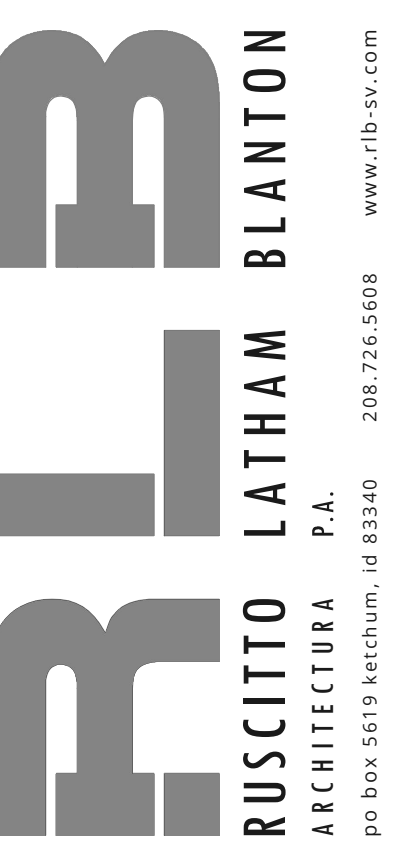
QTY.	ID	COMMON NAME	SIZE
100	S	SCALLON SHRUB	3'-0"
11	SD	SCALLON SHRUB	10'-0"
9	FL	FLAME WILLOW	10'-0"

- NOTES:**
- PLANTING INSTALL TO BE DIRECTED IN FIELD WITH CLIENT, LANDSCAPE ARCHITECT, AND LANDSCAPE CONTRACTOR.
 - LANDSCAPING IRRIGATION SHALL MEET EPA WATER SENSE PROGRAM REQUIREMENTS.
 - TURF GRASS SHALL BE OF DROUGHT TOLERANT SPECIES (PERFORATIONS TALL FESCUE OR EQUIVALENT) OR LIMITED TO TWENTY FIVE (25%) OF THE TOTAL LANDSCAPED PORTION OF THE SITE.
 - SEVENTY FIVE (75%) OF NEW TREES AND SHRUBS SHALL BE NATIVE OR LISTED ON THE UNIVERSITY OF IDAHO'S LIST OF DROUGHT TOLERANT SHRUBS AND TREES.

SITE PLAN + LANDSCAPE PLAN
SCALE: 1" = 10'-0"

ISSUED

2019.12.20	DESIGN REVIEW SUB.
2020.01.31	BUILDING PERMIT SUB.
2020.04.23	CONSTRUCTION SET
2020.05.15	DELTA 1 REVISION
2020.05.18	ELECTRICAL PLAN REVS.
2020.07.21	DESIGN REVIEW RE-SUB.
2020.07.30	CONSTRUCTION SET 2
2020.09.28	AD #10 NEW ENTRY
2020.09.30	RE-SUBMITAL TO CITY
2021.08.05	SITE PLAN - R.O.W. PERMIT



SCHLOTTFELDT RESIDENCE
195 S BIGWOOD DRIVE | KETCHUM, IDAHO

PRINT DATE:
2021-08-05
COPYRIGHT © 2020

DRAWING
SITE PLAN +
LANDSCAPE
PLAN

DWG. #
A1.1



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22735 for placement of pavers in the City Right-of-Way.

Recommendation and Summary

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

"I move to authorize the Mayor to sign Encroachment Agreement 22735 with Timothy Linehan."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the residential street
- The improvements will not impact drainage within the City ROW

Introduction and History

A Right-of-Way Encroachment Permit request was received for a snowmelt driveway within the City's Right-of-Way at 112 Rember Street.

Right-of-Way standards were developed to achieve goals of drainage, parking, snow storage, access for emergency vehicles, and provide materials that can be reasonably maintained by the city. Pavers, snowmelt systems, and subsurface drip irrigation systems are not maintained by the City but may be approved through an encroachment agreement.

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, relocation, or removal of the encroachment.

Analysis

The proposed encroachments were determined not to impact public access or city operations.

Financial Impact

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

Attachments:

Encroachment Agreement 22735

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 22735

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 TIMOTHY LINEHAN, (collectively referred to as "Owner"), whose address is 9038 15TH AVENUE NW, SEATTLE, WASHINGTON 98117.

RECITALS

WHEREAS, Owner is the owner of real property described as 112 REMBER STREET ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a concrete paver driveway within the right-of-way on Rember 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;

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 maintain the improvements identified in Exhibit "A" within the public right-of-way of 112 Rember Street, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

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

part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

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.

EXHIBIT "A"



City of Ketchum

OFFICIAL USE ONLY
Date Received: _____
By: _____
Permit Fee: _____
Date Paid: _____

RIGHT-OF-WAY ENCROACHMENT PERMIT APPLICATION

Property Owner: Tim Linehan

Owner Mailing Address: 9038 15th Ave NW, Seattle, WA 98117

Project Contact: Tim Linehan

Contact Email: timothyjlinehan@hotmail.com

Contact Phone Number: (206) 784-4514

Property Street Address: 112 Rember St, Ketchum, ID 83340

Encroachment(s) in Right-of-Way (be specific as possible): Concrete Paver Driveway From Property
Line to Edge of Street Asphalt

Name or Description of Right-of-Way Affected: Rember St ROW

Width of Right-of-Way: 50'

Dimensions of Right-of-Way Encroachment(s): As Shown on Benchmark Engineering Drawing

Attach diagram identifying streets and/or alleys, total width of right-of-way, dimensions of right-of-way encroachment, types(s) of encroachment and visual aids sufficient to show the impacts of the encroachment.

Owner's Signature Tim Linehan Date: 9/20/21

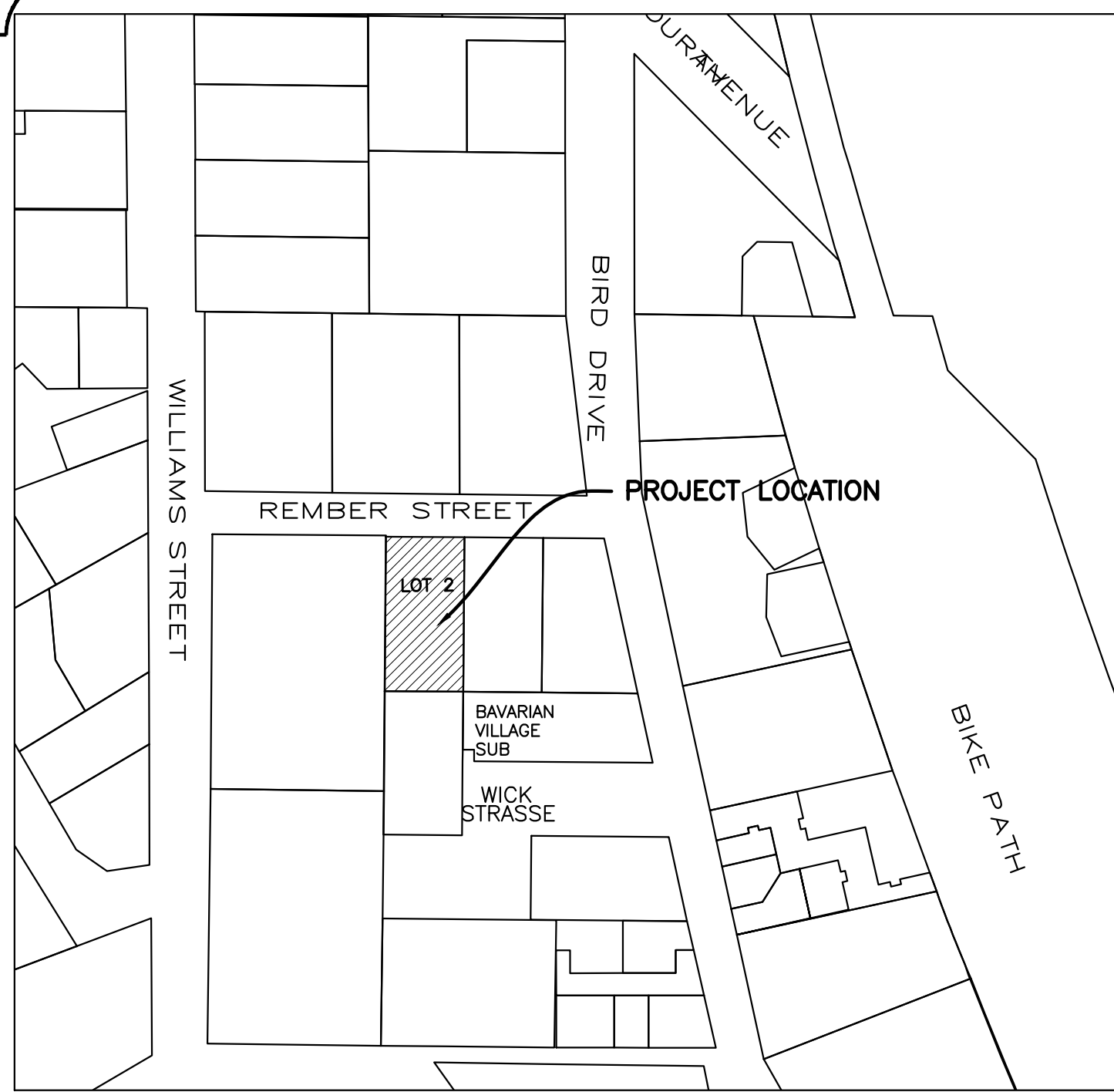
Administrative Use Only

Date Received: _____ Date of Council Meeting: _____

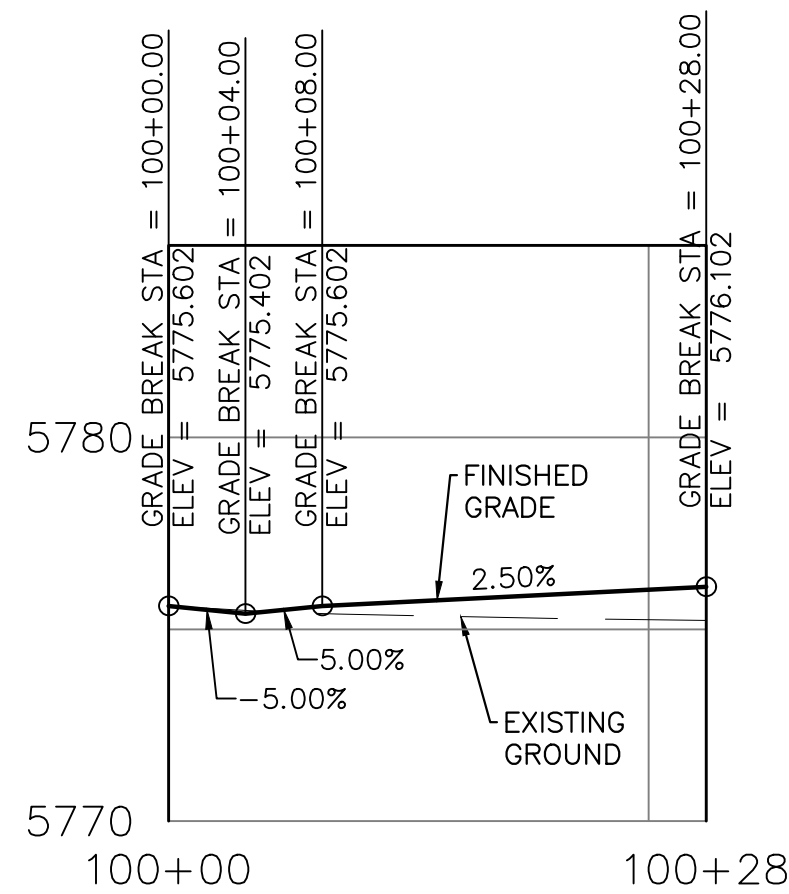
Council Meeting Date: _____

Action Taken by Council: _____

Date approved: _____ Date Denied: _____

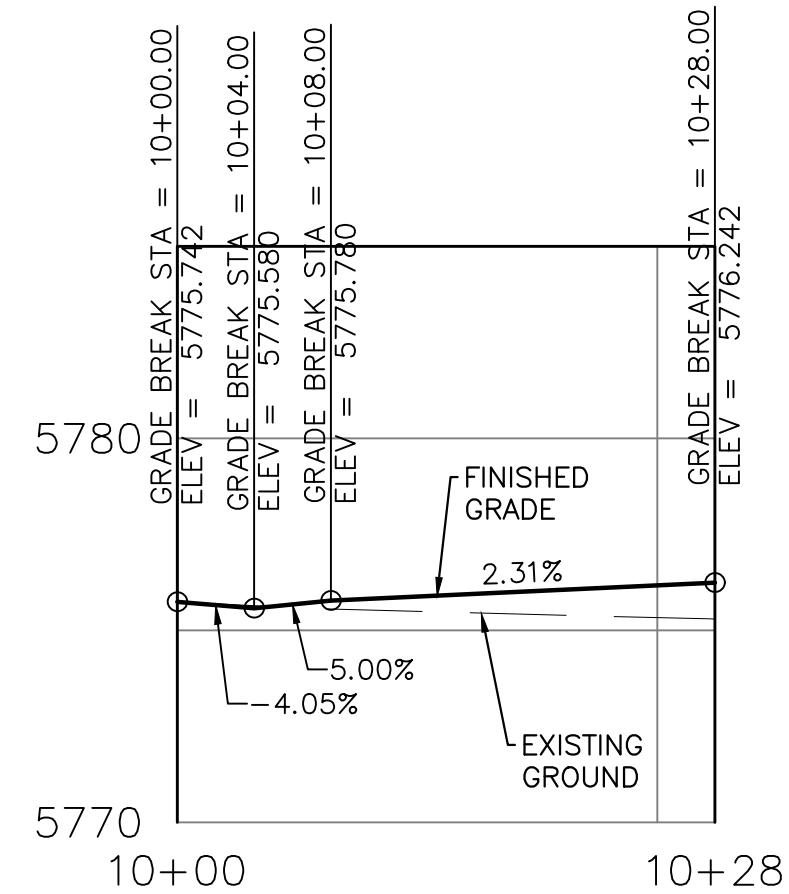


VICINITY MAP



DRIVEWAY PROFILE (SUBLOT 2)

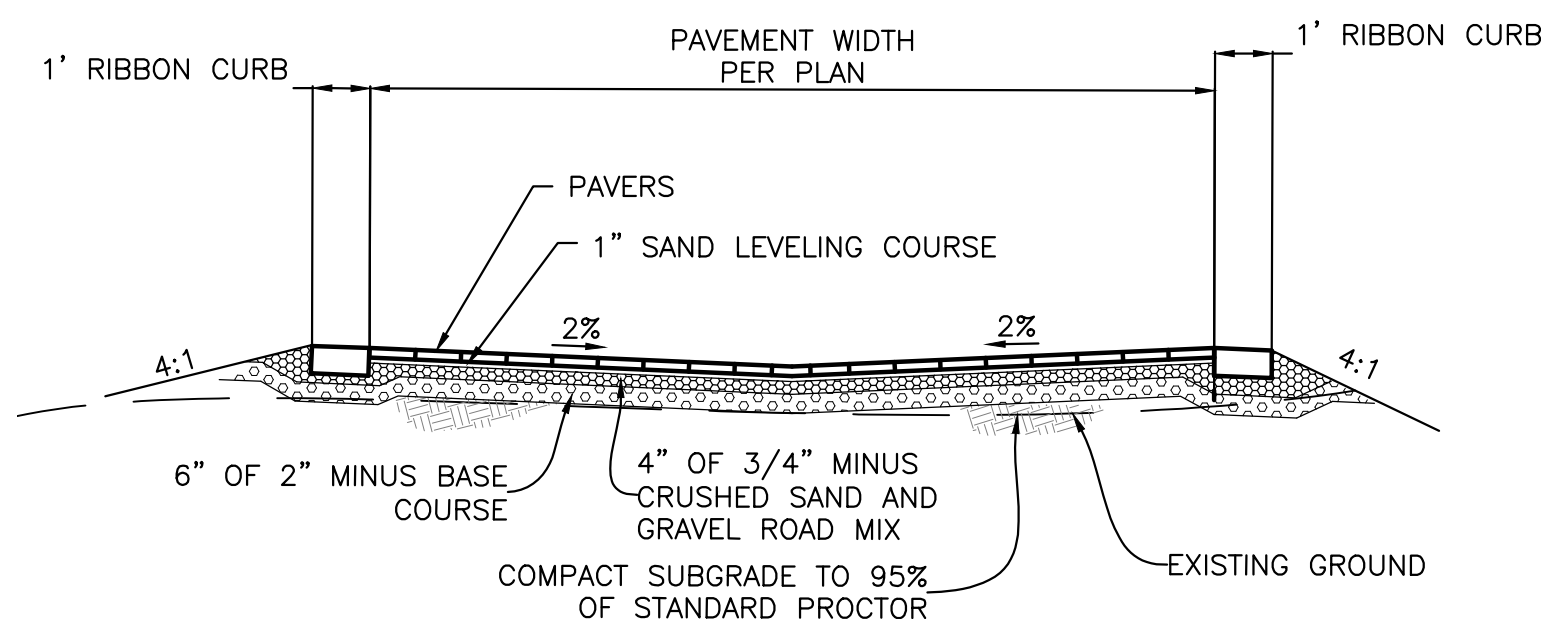
HORIZ: 1"=10'
VERT: 1"=5'



DRIVEWAY PROFILE (SUBLOT 1)

HORIZ: 1"=10'
VERT: 1"=5'

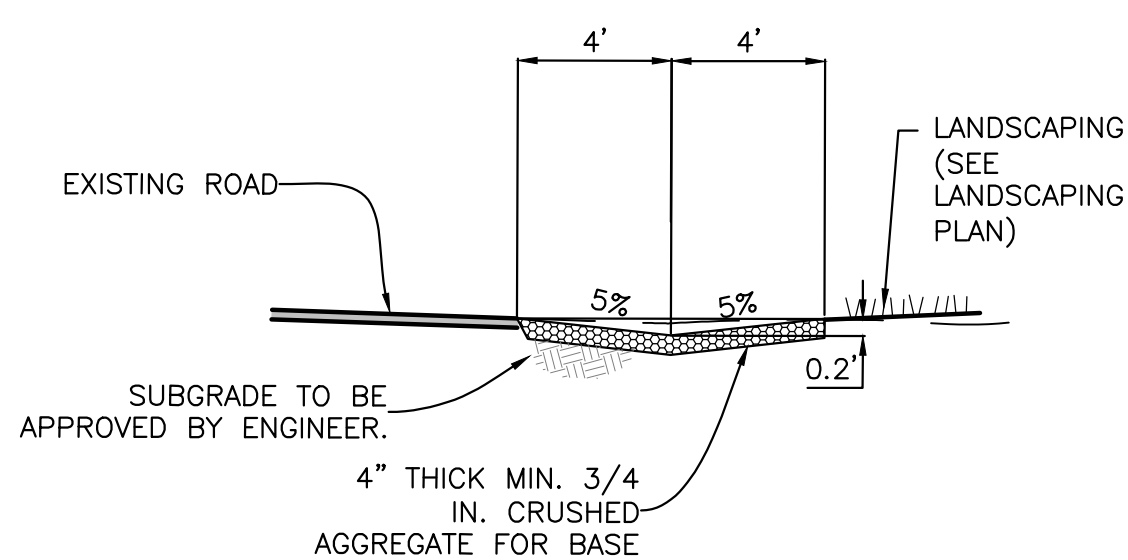
LEGEND	EXISTING	PROPOSED
PROPERTY LINE	---	---
ADJOINING PROPERTY LINE	---	---
CENTERLINE	---	---
FENCE	---	---
SEWER MANHOLE	⊙	⊙
SEWER CLEANOUT	⊙	⊙
WATER	---	---
GAS	---	---
POWER	---	---
OVERHEAD POWER	---	---
TELEPHONE	---	---
CABLE TV LINE	---	---
ELEVATION CONTOUR	---	---
SAWCUT LINE	---	---
FLOW LINE	---	---
DRYWELL	⊙	⊙
LANDSCAPE DRYWELL	⊙	⊙
STORM DRAIN PIPE	---	---
DOWN SPOUT	DS	DS
ASPHALT PAVEMENT	---	---
PAVERS	---	---
GRAVEL	---	---
GRASS PAVE	---	---
FG	---	---
EG	---	---
GB	---	---
ME	---	---



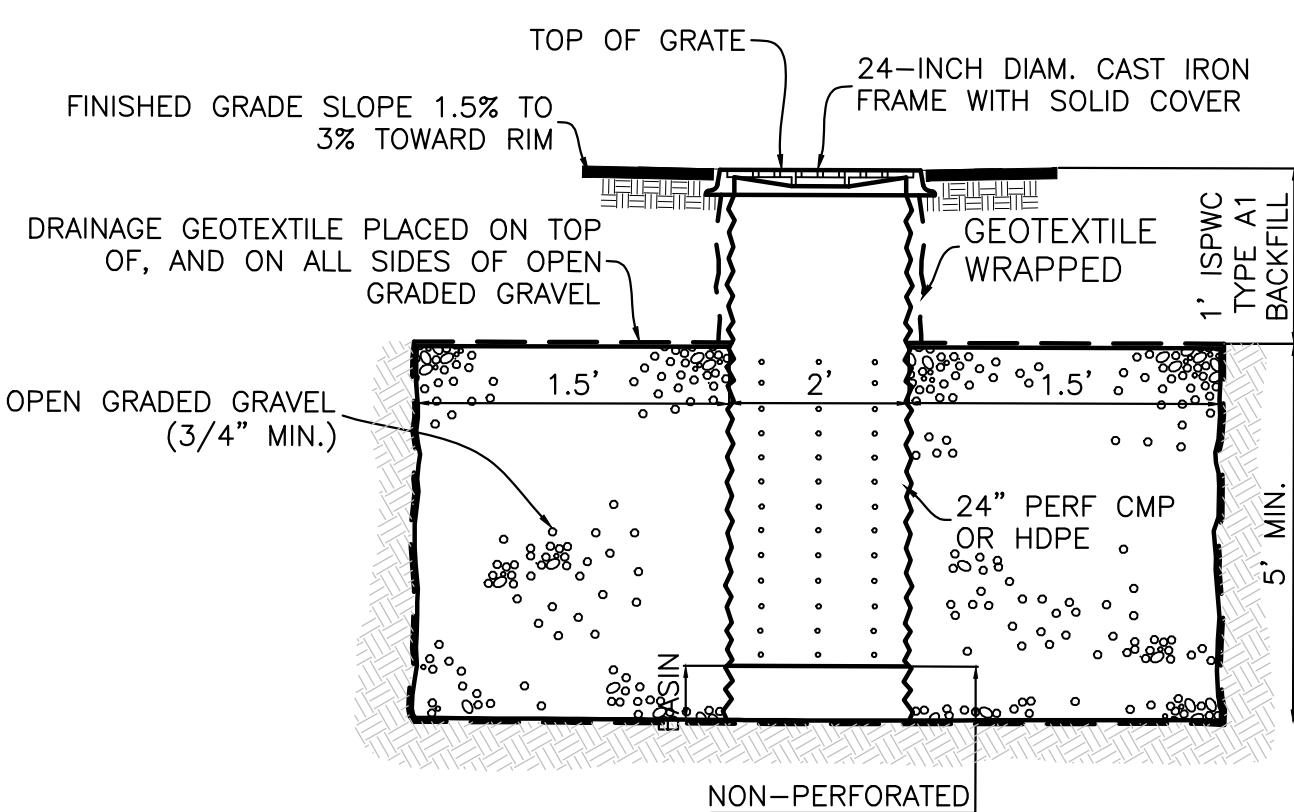
NOTES:

1. COMPACT DRIVEWAY SUBGRADE AND ALL STRUCTURAL FILL MATERIAL TO AT LEAST 95% OF THE MAXIMUM DENSITY OF EACH MATERIAL ACCORDING TO STANDARD PROCTOR ASTM D-698.

1 DRIVEWAY TYPICAL SECTION
SCALE: N.T.S.



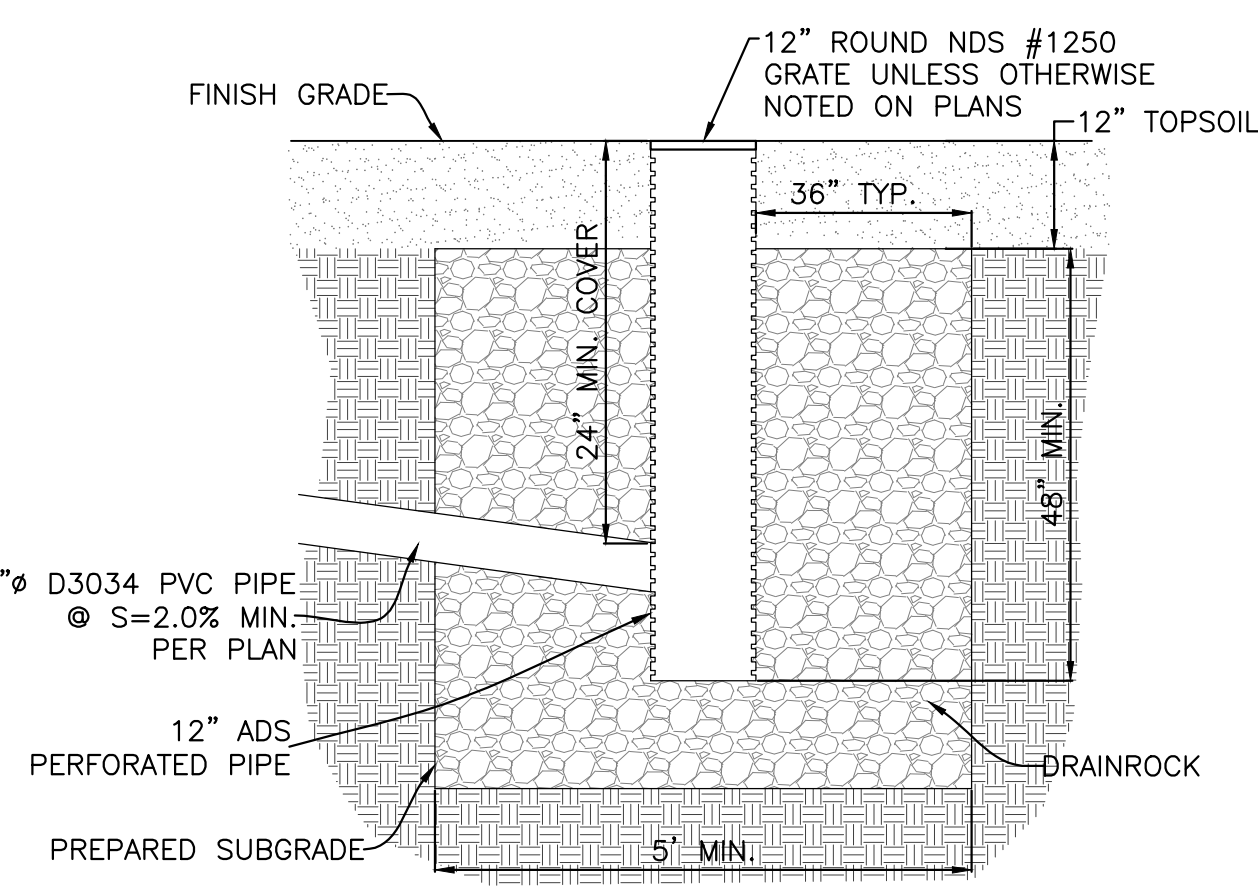
2 ROADWAY SWALE TYPICAL SECTION
SCALE: N.T.S.



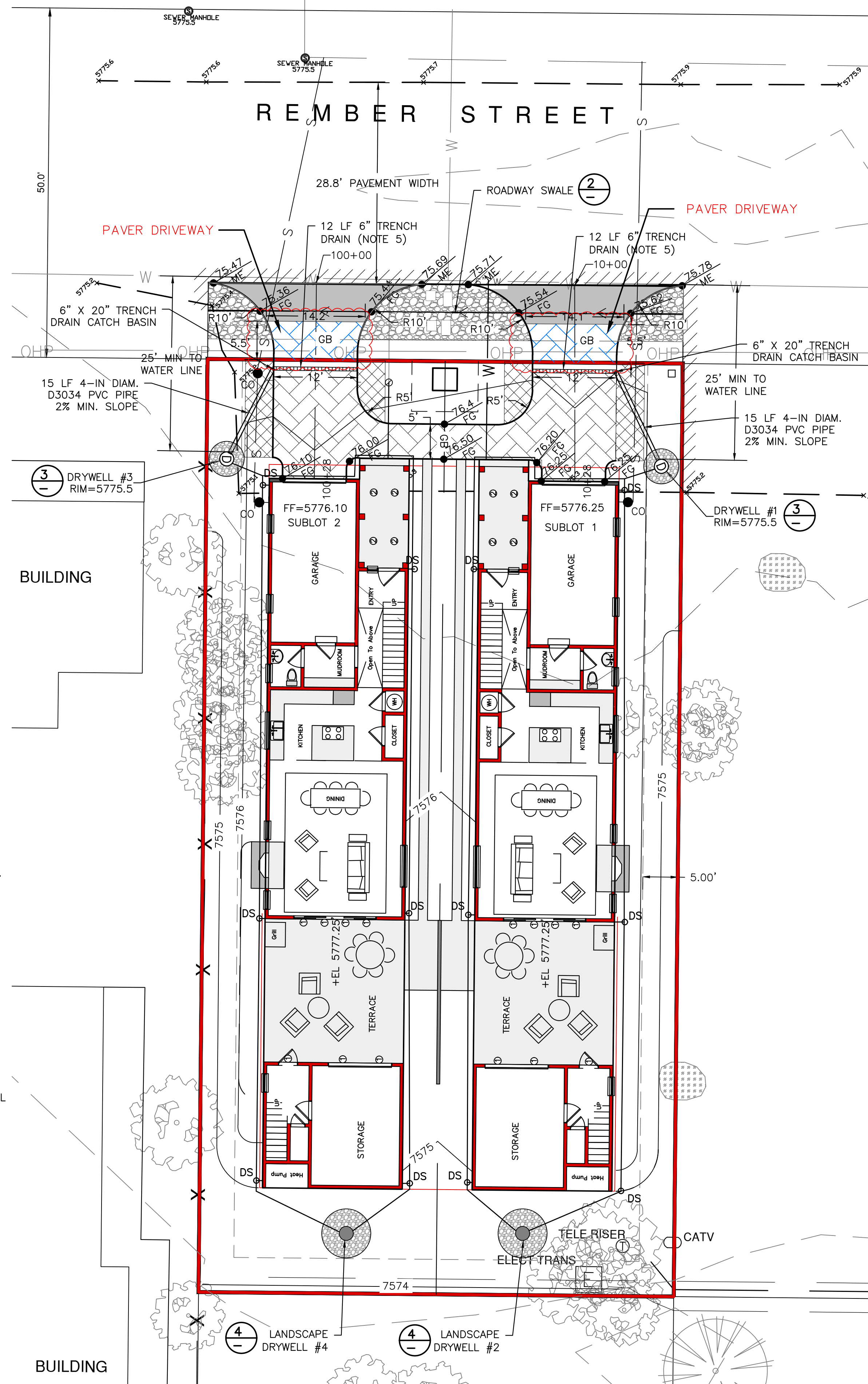
NOTES:

- 1) ALL PRODUCTS AS NOTED OR APPROVED SUBSTITUTION.

3 DRYWELL DETAIL
SCALE: N.T.S.



4 LANDSCAPE DRYWELL
SCALE: N.T.S.



PLAN

SCALE IN FEET



REVISIONS	DESCRIPTION	DATE	BY
No. 1			



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

ENCROACHMENT PLAN
BAVARIAN VILLAGE, LOT 2
T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: TIMOTHY LINEHAN

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: SB
DATE: 9/20/21
PROJECT NO.: 19162

DRAWING NO.

EXIB



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Easement Agreement 22737 for the purpose of public access for ingress and egress along the front property line of 209 Garnet Street.

Recommendation and Summary

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

“I move to authorize the Mayor to sign Easement Agreement 22737 with Brad and Merritt McCoy.”

The reasons for the recommendation are as follows:

- To provide access for the public along Garnet Street as described in the Easement Agreement
- To allow snow removal by the City to occur on Garnet Street

Introduction and History

A Building Permit request was received for an addition of a bedroom to the building located at 209 Garnet Street.

The section of Garnet Street along the front property line of 209 Garnet Street currently has no easements allowing for legal access by the public or the City. The City is required to maintain roads to allow access for both the public and emergency services. Residents who live further down Garnet Street currently do not have access along Garnet Street to get to their properties.

The agreement is intended to allow for the legal use of Garnet Street by both the public and the City.

Analysis

The proposed easement will allow access for the public and city operations along the section of Garnet Street described in Easement Agreement 22737.

Financial Impact

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

Attachments:

Easement Agreement 22737

Recording Requested By and
When Recorded Return to:

City of Ketchum
P.O. Box 2315
480 East Ave. N.
Ketchum, ID 83340

For Recording Purposes Do
Not Write Above This Line

EASEMENT AGREEMENT ²²⁷³⁷₂₀₇₃₂

This Easement Agreement ("Agreement") is entered into this 6TH day of OCTOBER, 2021 between the City of Ketchum, Blaine County, Idaho ("City"), whose address is 480 East Ave. N., Ketchum, ID 83340 and Brad and Merritt Dawn McCoy ("Grantor").

WHEREAS, the City is empowered by Idaho Code § 50-314 to regulate and control all encroachments upon and into all sidewalks, streets, avenues and alleys within its corporate boundaries; and

WHEREAS, the City is empowered by Idaho Code §§67-6501 *et seq.* and Titles 15 and 17 of the Ketchum City Code to regulate the zoning and construction of structures within the City; and

WHEREAS, the City has received a development application by Grantor for the construction of an addition to a building located at 209 Garnet Street; and

WHEREAS, there is no right of way dedication and access to the project site from dedicated right of way and in order to approve the proposed addition to the structure, the Grantor has agreed to dedicate a portion of the property at 209 Garnet Street (**Exhibit A**) for the purpose of public access for ingress and egress and the installation, operation, repair and maintenance of underground utility lines and mains; and

WHEREAS, the parties hereby agree to enter into the easement agreement to grant the City a 15 foot wide unobstructed easement beginning at the front property line and extending for the length of the Grantor's property, as depicted in **Exhibit B**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive unobstructed public right of way access easement upon Grantor's property, as depicted in **Exhibit**

B attached hereto and incorporated herein by this reference, for the purpose of public access for ingress and egress, and the installation, operation, repair and maintenance of underground utility lines and mains. Grantors may not relocate the Easement Premises without the prior written consent of the City.

2. Conditions of Use.

a. Public access for ingress and egress upon, over and under the Easement Premises; and

b. Installation, operation, repair and maintenance of underground utility lines and mains thereon, together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches, and other services and appurtenances thereto, and together with the right to repair and maintain a roadway including asphalt paving on appropriate base; and

c. Snow storage and drainage; and

c. No improvements, fencing, landscaping or other features shall be placed in the Easement. The Easement shall remain unobstructed. The existing non-conforming garage located in the easement is permitted to remain. Any addition to the garage shall occur outside the easement area. If the garage is demolished or substantially remodeled, the replacement building shall be located outside of the easement.

3. Termination of Easement. This easement will be terminated at such time as the City has determined such easement is no longer necessary for public access for ingress and egress and the installation, operation, repair and maintenance of underground utility lines and mains.

4. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties, and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. Recording. This Agreement shall be recorded with the Blaine County Recorder by the City.

6. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.

7. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.

8. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

By: 
Brad McCoy

By: _____
Neil Bradshaw, Mayor

By: 
Merritt Dawn McCoy

ATTEST:

Tara Fenwick, City Clerk

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 6th day of October, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Brad McCoy, 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.

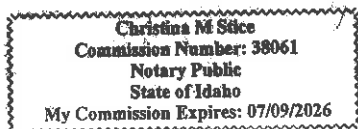


Christina M. Sisco
Notary Public for Idaho
Residing at Hailey
Commission expires 07-09-2026

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 6th day of October, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Merritt Dawn McCoy, 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.



Christina M. Sisco
Notary Public for Idaho
Residing at Hailey
Commission expires 07-09-2026

STATE OF IDAHO)
) ss.
 County of Blaine)

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

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

 Notary Public for _____
 Residing at _____
 Commission expires _____

EXHIBIT A

LEGAL DESCRIPTION FOR THE MCCOY PROPERTY

Township 4 North, range 18 East, Boise Meridian, Blaine County, Idaho

Section 18: A parcel of land located within the SE1/4SW1/4, more particularly described as follows:

COMMENCING at the West one-sixteenth corner to Section 18 and 19, Township 4 North, Range 18 E., B.M., being a brass cap by O.T. Hansen and proceeding North 00°52'00" West 165 feet; thence North 89°08'00" East, 396.00 feet to a 5/8" rebar, P.L.S. 9561 and the POINT OF BEGINNING; thence North 00°46'12" West, 82.15 feet to a 1/2" rebar; thence North 89°08'00" East, 65.54 feet to a 5/8" rebar, P.L.S. 9561; thence South 25°38'32" East, 74.10 feet to a 5/8" rebar, P.L.S. 9561; thence North 89°02'53" West, 4.01 feet to a 5/8" rebar, P.L.S. 9561; thence South 26°45'03 East, 16.67 feet to a 5/8" rebar, P.L.S. 9561; thence South 89°08'00" West, 100.00 feet to the POINT OF BEGINNING.

Also known as TL 8095

EXHIBIT B

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description for a 15' Easement

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

A legal description for a parcel of land located within Tax Lot 8095, Section 18, Township 4 North, Range 18 East, B.M., City of Ketchum, Blaine County, Idaho, and being more particularly described as follows:

Commencing at a Brass Cap on 2 1/2" Galvanized Pipe, marking the Northeast Corner of Section 24, also known as Blaine County GIS control point "4N17E24NE", from which the west one-sixteenth (W1/16) corner common to Section 18 and Section 19, Township 4 North, Range 18 East, marked by a Brass Cap on Iron Pipe, lies N89°09'26"E, 1381.55 feet distant; Thence proceeding N84°31'41"E, 2047.92 feet, to a 5/8" Rebar by LS9561 marking the southwest corner of Tax Lot 8095, and said point being the TRUE POINT OF BEGINNING:

Thence N00°46'12"W, 15.00 feet to a found 1/2" Rebar;
Thence N89°07'60"E, 92.70 feet to a 5/8" Rebar by LS9561;
Thence S26°45'03"E, 16.67 feet to a 5/8" Rebar by LS9561;

Thence S89°08'00"W, 100.00 feet to the TRUE POINT OF BEGINNING, containing 1,445 Sq. Ft. (0.03 Ac.) more or less, as determined by computer methods.



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



October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve the Final Plat Applications for the Warm Springs Ranch Large Block Subdivision and Warm Springs Ranch Residences Block 1 Subdivision.

Recommendation and Summary

After considering the project plans and Staff's analysis, Staff recommends the Ketchum City Council move to: (1) approve the Warm Springs Ranch Large Block Subdivision Final Plat and (2) approve Warm Springs Ranch Residences Block 1 Subdivision Final Plat.

Recommended Motions: (1) "I move to approve the Warm Springs Ranch Large Block Subdivision Final Plat subject to conditions of approval 1 through 9." (2) "I move to approve the Warm Springs Ranch Residences Block 1 Final Plat subject to conditions of approval 1 through 7."

The reasons for the recommendation are as follows:

- The City Council approved the preliminary plat applications for the Warm Springs Ranch Large Block Subdivision and Warm Springs Residences Block 1 Subdivision on April 5th, 2021.
- Consistent with Development & Rezoning Agreement 20609 (Application File No. P21-003), Large Block Preliminary Plat P21-010, Block 1 Subdivision Preliminary Plat P21-001, Floodplain Development Permit P21-002, and Building Permit B21-048, the developer has constructed the Block 1 subdivision improvements, including new roadways, water and sewer facilities, an 8-foot-wide sidewalk for pedestrian access, underground utilities, an unimproved parking lot, and a bus shelter along Warm Springs Road.
- In accordance with Ketchum Municipal Code §16.04.030.G, the final plat conforms to the approved preliminary plat as well as all conditions placed upon the preliminary plat by the Planning & Zoning Commission and City Council.

Introduction and History

The Planning & Zoning Commission considered the Warm Springs Ranch project during a public hearing at a special meeting on February 23rd, 2021. The Commission reviewed and made recommendations to the City Council on the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the Planning and Zoning Commission unanimously recommended approval of the project with conditions to be transmitted to the City Council.

The City Council considered the Warm Springs Ranch project during their meeting on March 15th, 2021. The Council proposed modifications to the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. The applicant submitted revised project plans with modifications that responded the Council's comments. The City Council considered the revised Warm Springs Ranch project plans during a public hearing on April 5th, 2021. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the City Council unanimously approved the project.

Analysis

Following City Council's approval of the preliminary plat, the applicant submitted Building Permit Application File No. 21-048 with final construction drawings for the subdivision improvements. After the final construction drawings were reviewed and approved by City Departments, the City issued the building permit for the Block 1 residential subdivision on April 28th, 2021.

The Warm Springs Ranch Residences Block 1 Subdivision Final Plat will create 35 single-family residential lots and parcels A, B, C, D, and E. Block 1 has a total area of 13.72 acres and the single-family residential lots range in size from a minimum area of 8,113 square feet to a maximum area of 22,241 square feet. Infrastructure improvements include new roadways, water and sewer facilities, water-efficient irrigation systems for landscaping, pedestrian access, underground utilities, an unimproved parking lot, and a new bus shelter along Warm Springs Road.

The applicant has constructed most of the subdivision improvements, including the roadways and utilities. These improvements were inspected by City Departments, including the City Engineer, and have been installed per the approved plans. The applicant has submitted the surveyed final plat map as well as as-built plan specifications for the installed improvements in accordance with Ketchum Municipal Code §16.04.030.G. The outstanding subdivision improvements to complete include exterior finishes to the new bus shelter and installing a small section of guardrail along Townhouse Lane. A temporary concrete barrier will remain in place until the permanent guardrail can be installed. Condition of Approval No. 8 of the Warm Springs Ranch Residences Subdivision requires the applicant to submit the performance bond for these outstanding improvements prior to the City Clerk's signing of the Final Plat mylar. The Council's approval of the final plat will constitute the City's acceptance of all dedications of public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown on the final plat (Ketchum Municipal Code §16.04.030.H). The final plat conforms to the approved preliminary plat as well as all conditions placed upon the preliminary plat by the City Council. All subdivision improvements have been constructed per the approved project plans and comply with the City's construction specification standards.

The applicant has complied with all conditions incorporated by City Council during their review and approval of the preliminary plat. The 8-foot-wide pedestrian pathway on Bald Mountain Road has been paved and improved to City standards for sidewalks. Shared lane signs and sharrows have been added to Bald Mountain Road to accommodate bicyclists. The applicant has added a plat note stating that development within Block 1 shall not be eligible for variances or waivers based on site conditions or topography and that development must comply with the zoning standards in place at the time of permit approvals. A gravel shoulder has been installed from the new bus stop along Warm Springs Road east to the neighboring residential development.

The Warm Springs Ranch Large Block Subdivision removes all roads and building envelopes approved with the land use permits granted as part of the 2009 Warm Springs Ranch Resort Development Agreement. The large block plat shows each of the 8 blocks within Warm Springs Ranch. The zoning designation of each block is indicated on the plat map.

Attachments:

- A. Warm Springs Ranch Large Block Final Plat Application Submittal Material
- B. Warm Springs Ranch Residences Block 1 Subdivision Final Plat Application Submittal Material
- C. Draft Findings of Fact, Conclusions of Law, and Decision: Warm Springs Ranch Large Block Subdivision Final Plat
- D. Draft Findings of Fact, Conclusions of Law, and Decision: Warm Springs Ranch Residences Block 1 Subdivision Final Plat

Attachment A:
Warm Springs Ranch
Large Block
Final Plat Application
Submittal Material



City of Ketchum
Planning & Building

Final Plat

Subdivision Application

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

OFFICIAL USE ONLY
Application Number: <i>P21-081</i>
Date of Approval: <i>9/24/2021</i>
By: <i>S. Barnett</i>
Fee Paid:
Approved Date:
By:

APPLICANT INFORMATION			
Name of Proposed Subdivision: Warm Springs Ranch <u>Large Block Plat</u>			
Owner of Record: Brennan Holdings No. 300, LLC			
Address of Owner: PO Box 1991, Sun Valley, ID 83353			
Representative of Owner: Benchmark Associates, PA			
Legal Description: Blocks 1-8, Warm Springs Ranch Resort PUD			
Street Address: Approximately 1803 Warm Springs Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: No new lots or parcels.			
Total Land Area: 78.39 Acres			
Current Zoning District: GR-L, RU & Tourist			
Proposed Zoning District: Same			
Overlay District: Floodplain, Avalanche			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: As depicted & noted on preliminary plat.			
Briefly describe the improvements to be installed prior to final plat approval: N/A			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

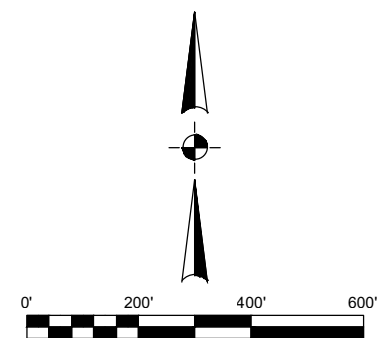
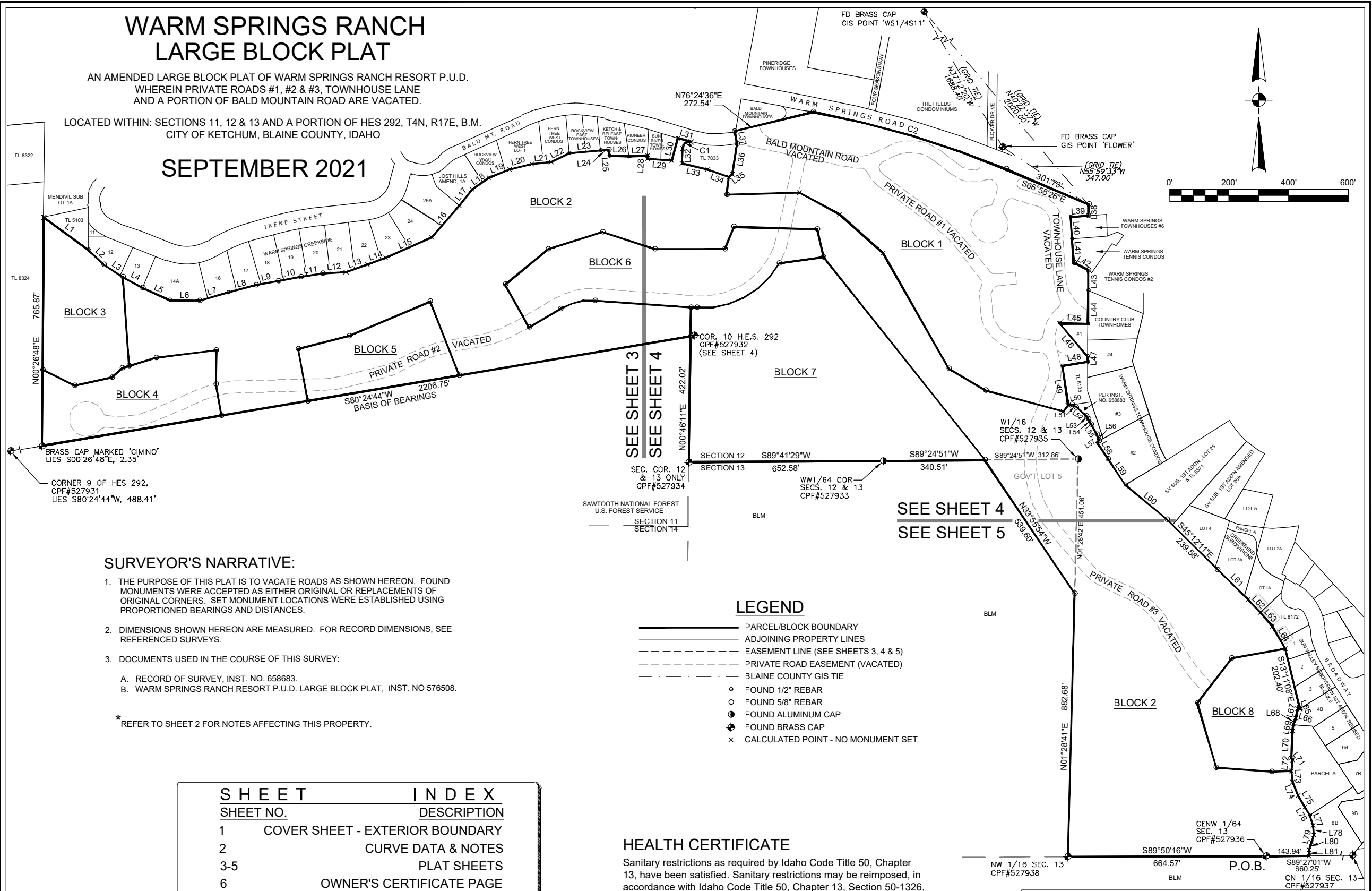
Applicant Signature: *[Signature]* Date: *9-23-21*

WARM SPRINGS RANCH LARGE BLOCK PLAT

AN AMENDED LARGE BLOCK PLAT OF WARM SPRINGS RANCH RESORT P.U.D.
WHEREIN PRIVATE ROADS #1, #2 & #3, TOWNHOUSE LANE
AND A PORTION OF BALD MOUNTAIN ROAD ARE VACATED.

LOCATED WITHIN: SECTIONS 11, 12 & 13 AND A PORTION OF HES 292, T4N, R17E, B.M.
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2021



SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO VACATE ROADS AS SHOWN HEREON. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENT LOCATIONS WERE ESTABLISHED USING PROPORTIONED BEARINGS AND DISTANCES.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. RECORD OF SURVEY, INST. NO. 658683.
 - B. WARM SPRINGS RANCH RESORT P.U.D. LARGE BLOCK PLAT, INST. NO 576508.

* REFER TO SHEET 2 FOR NOTES AFFECTING THIS PROPERTY.

SHEET	INDEX
SHEET NO.	DESCRIPTION
1	COVER SHEET - EXTERIOR BOUNDARY
2	CURVE DATA & NOTES
3-5	PLAT SHEETS
6	OWNER'S CERTIFICATE PAGE
7	SIGNATURES

LEGEND

- PARCEL/BLOCK BOUNDARY
- ADJOINING PROPERTY LINES
- EASEMENT LINE (SEE SHEETS 3, 4 & 5)
- PRIVATE ROAD EASEMENT (VACATED)
- BLAINE COUNTY GIS TIE
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- FOUND ALUMINUM CAP
- ⊕ FOUND BRASS CAP
- × CALCULATED POINT - NO MONUMENT SET

HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS



WARM SPRINGS RANCH LARGE BLOCK PLAT

LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292,
TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: DCS/CPL	20071 FINAL PLAT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 1 OF 7

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514 EMAIL: mail@bma5b.com
WEB: <http://benchmark-associates.com/>

WARM SPRINGS RANCH LARGE BLOCK PLAT SEPTEMBER 2021

CURVE TABLE


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	23.00'	42.26'	36.56'	S54°07'30"W	105°15'52"	30.12'
C2	3205.76'	674.53'	673.28'	S73°28'54"E	12°03'20"	338.51'
C3	200.00'	120.77'	118.94'	S76°42'53"W	34°35'54"	62.29'
C4	295.00'	332.55'	315.22'	N61°43'10"E	64°35'20"	186.45'

LINE TABLE

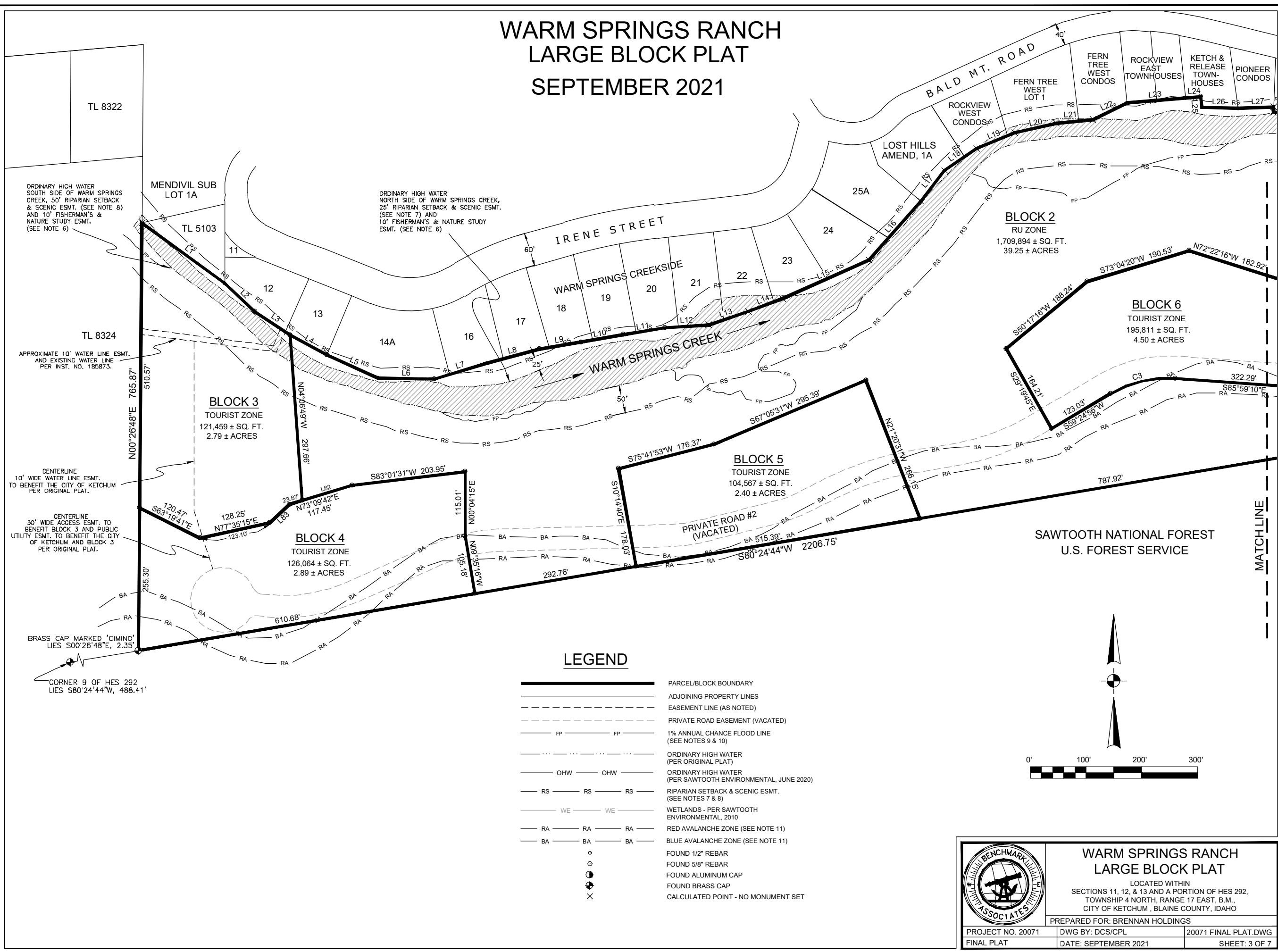
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S53°49'42"E	183.90'	L37	N12°03'12"W	42.82'	L73	S05°24'39"E	37.44'
L2	S46°44'58"E	73.97'	L38	S00°24'37"W	38.17'	L74	S23°28'05"E	49.10'
L3	S56°52'58"E	75.36'	L39	S85°52'38"W	59.63'	L75	S30°24'02"E	45.25'
L4	S61°05'58"E	74.58'	L40	S03°23'22"E	72.63'	L76	S30°46'34"E	31.10'
L5	S65°47'22"E	101.10'	L41	S03°46'41"E	80.00'	L77	S18°19'31"E	36.69'
L6	S89°01'17"E	100.62'	L42	S62°06'29"E	55.23'	L78	S02°54'06"E	32.00'
L7	N73°12'29"E	98.50'	L43	S00°21'42"W	69.00'	L79	S14°07'43"W	24.42'
L8	N74°59'49"E	97.10'	L44	S00°18'03"W	109.86'	L80	S22°44'11"W	27.91'
L9	N80°34'44"E	76.20'	L45	N89°39'45"W	94.41'	L81	S00°26'46"E	20.08'
L10	N79°49'43"E	75.99'	L46	S40°03'03"E	145.68'	L82	S73°09'42"W	93.58'
L11	N80°40'31"E	76.18'	L47	S00°01'01"W	18.26'	L83	N46°49'19"E	48.03'
L12	N86°16'48"E	77.89'	L48	S81°38'38"W	85.75'	L84	N13°05'19"W	96.60'
L13	N71°01'39"E	75.00'	L49	S08°21'22"E	133.97'	L85	S22°39'52"W	79.45'
L14	N69°42'41"E	65.71'	L50	N81°38'38"E	13.61'	L86	S00°46'11"W	97.12'
L15	N66°05'23"E	169.14'	L51	S59°08'19"E	15.83'	L87	S85°59'10"E	19.42'
L16	N41°05'16"E	140.77'	L52	S48°37'37"E	44.44'	L88	S07°42'54"W	60.85'
L17	N38°01'39"E	69.39'	L53	S34°42'21"E	12.52'	L89	N38°49'39"E	26.81'
L18	N55°19'48"E	69.46'	L54	S26°00'16"E	18.74'	L90	N88°00'44"E	66.69'
L19	N67°46'41"E	73.98'	L55	S30°38'50"E	41.96'			
L20	N77°05'15"E	76.50'	L56	S16°47'48"E	21.31'			
L21	N84°23'36"E	65.76'	L57	S61°23'39"W	8.69'			
L22	N63°56'57"E	68.33'	L58	S33°38'55"E	67.54'			
L23	N85°01'05"E	104.78'	L59	S33°38'55"E	105.44'			
L24	N85°31'10"E	27.06'	L60	S50°39'23"E	180.35'			
L25	S05°42'25"E	19.21'	L61	S45°27'01"E	142.60'			
L26	S88°19'11"E	65.22'	L62	S43°32'16"E	61.00'			
L27	N87°36'51"E	63.73'	L63	S40°42'31"E	60.56'			
L28	S02°23'42"W	9.71'	L64	S30°49'41"E	87.55'			
L29	S84°21'39"E	81.63'	L65	S34°20'18"E	5.47'			
L30	N15°33'26"E	79.05'	L66	N74°20'27"W	7.98'			
L31	S73°32'14"E	46.11'	L67	S11°48'54"W	34.06'			
L32	S01°29'29"W	49.95'	L68	S19°39'59"W	21.70'			
L33	S76°19'18"E	87.81'	L69	S10°38'35"W	22.88'			
L34	S71°00'37"E	76.25'	L70	S02°18'27"W	90.75'			
L35	N53°50'30"E	14.14'	L71	S36°53'14"E	7.24'			
L36	N08°50'30"E	104.11'	L72	S05°54'54"W	38.05'			

NOTES:

- REFER TO THE ORIGINAL PLAT OF WARM SPRINGS RANCH RESORT, P.U.D., LARGE BLOCK PLAT, INST. NO. 576508 FOR RESTRICTIONS, CONDITIONS & PLAT NOTES REGARDING THIS PROPERTY.
- PRIVATE ROADS #1, #2 & #3, TOWNHOUSE LANE AND A PORTION OF BALD MOUNTAIN ROAD ARE HEREBY VACATED AS SHOWN HEREON.
- A MUTUAL RECIPROCAL ACCESS EASEMENT IS GRANTED WITHIN ALL OF BLOCKS 1, 2, 4, 5, & 6 TO BENEFIT BLOCKS 1, 2, 3, 4, 5, 6, 7 & 8.
- THE FORMER 40-FOOT WIDE SECTION OF BALD MOUNTAIN ROAD THROUGH BLOCK 1 WHICH OWNER AND THE CITY OF KETCHUM ACKNOWLEDGE WAS CREATED BY PRESCRIPTIVE EASEMENT WAS ABANDONED BY THE CITY OF KETCHUM AND ALL RIGHTS, TITLE AND INTEREST OF THE CITY OF KETCHUM CONVEYED TO OWNER UPON ACCEPTANCE OF THE REALIGNED BALD MOUNTAIN ROAD.
- THE 30-FOOT WIDE ROADWAY EASEMENT PER INST. NOS. 129077, 165890 & 306216, RECORDS OF BLAINE COUNTY, IDAHO AND COMMONLY KNOWN AS TOWNHOUSE LANE SHALL BE RELOCATED AS SHOWN ON THE WARM SPRINGS RANCH, BLOCK 1 PLAT. THIS EASEMENT (TOWNHOUSE LANE) SHALL BE AN ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCKS 2-8, THE COUNTRY CLUB TOWNHOMES, WARM SPRINGS TOWNHOUSE CONDOMINIUMS 1-4, AND TAX LOT 5105.
- A 10-FOOT WIDE FISHERMAN'S AND NATURE STUDY EASEMENT EXISTS ALONG THE ORDINARY HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY. (NOT SHOWN)
- A 25-FOOT WIDE RIPARIAN SETBACK & SCENIC EASEMENT EXISTS ALONG THE NORTH AND EAST ORDINARY HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY, AS SHOWN HEREON.
- A 50-FOOT WIDE RIPARIAN SETBACK & SCENIC EASEMENT EXISTS ALONG THE SOUTH AND WEST ORDINARY HIGH WATER MARK OF WARM SPRINGS CREEK WITHIN SAID PROPERTY, AS SHOWN HEREON.
- FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE (FP), AS DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0434 E - NOVEMBER 26, 2010.
- FLOODPLAIN LINES, ORDINARY HIGH WATER AND SETBACKS ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE CREEK OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.
- AVAILANCHE WARNING: PORTIONS OF THE WARM SPRINGS RANCH CONTAIN AVAILANCHE HAZARDS. THESE HAZARDS ARE IDENTIFIED ON THIS PLAT AND ARE DERIVED FROM THE AVAILANCHE HAZARD AND MAPPING ANALYSIS: WARM SPRINGS RANCH PREPARED BY ARTHUR MEARS, P.E., INC IN APRIL, 2001. THE AVAILANCHE HAZARD SHOWN IS BASED ON CONDITIONS IN 2001. THE CURRENT CONDITIONS ARE SUBJECT TO CHANGE DUE TO HUMAN ACTIVITY OR NATURAL OCCURRENCES. THE AREAS IDENTIFIED ON THIS PLAT AS EITHER RED OR BLUE AVAILANCHE SHALL HAVE RESTRICTED RECREATION ACCESS BETWEEN DECEMBER 15 AND APRIL 1 OF EACH YEAR.
- EXISTING WATER AND SEWER MAINS WITHIN PORTIONS OF BLOCK 1 ARE TO BE RELOCATED TO NEW EASEMENTS DURING DEVELOPMENT. THE EXISTING LOCATIONS ARE NOT SHOWN HEREON.
- REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.

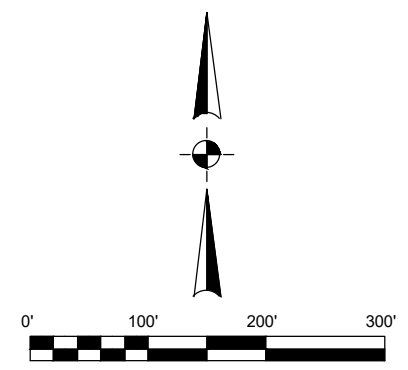
	WARM SPRINGS RANCH LARGE BLOCK PLAT	
	LOCATED WITHIN SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: BRENNAN HOLDINGS		
PROJECT NO. 20071	DWG BY: DCS/CPL	20071 FINAL PLAT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 2 OF 7

WARM SPRINGS RANCH LARGE BLOCK PLAT SEPTEMBER 2021



LEGEND

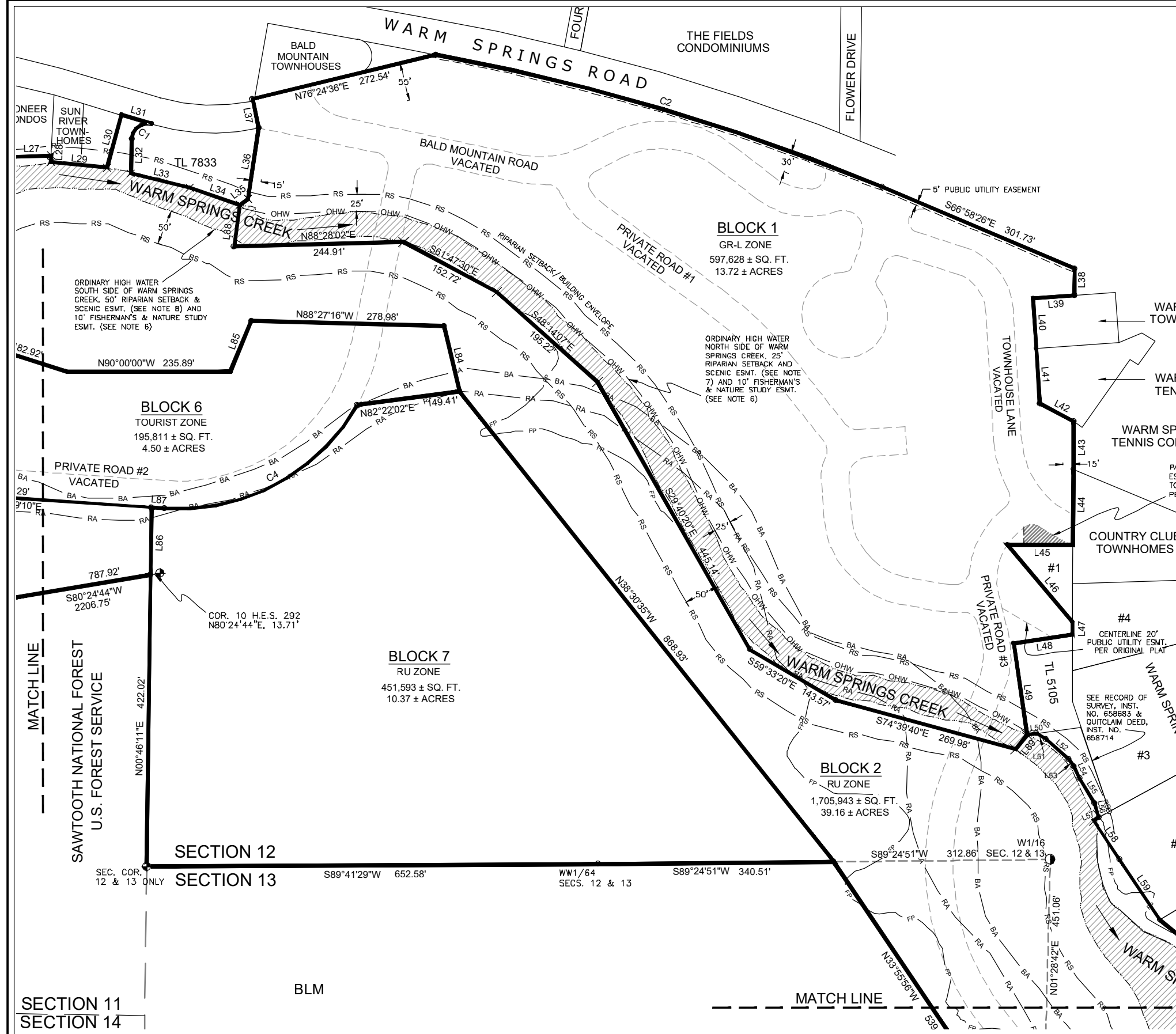
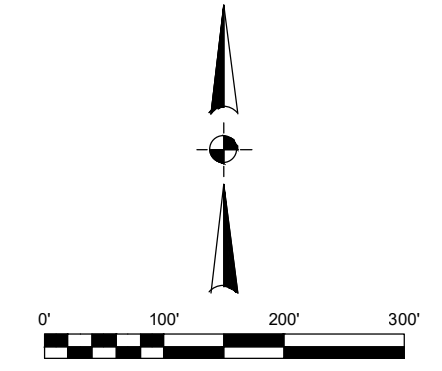
- PARCEL/BLOCK BOUNDARY
- ADJOINING PROPERTY LINES
- EASEMENT LINE (AS NOTED)
- PRIVATE ROAD EASEMENT (VACATED)
- 1% ANNUAL CHANCE FLOOD LINE (SEE NOTES 9 & 10)
- ORDINARY HIGH WATER (PER ORIGINAL PLAT)
- ORDINARY HIGH WATER (PER SAWTOOTH ENVIRONMENTAL, JUNE 2020)
- RIPARIAN SETBACK & SCENIC ESMT. (SEE NOTES 7 & 8)
- WETLANDS - PER SAWTOOTH ENVIRONMENTAL, 2010
- RED AVALANCHE ZONE (SEE NOTE 11)
- BLUE AVALANCHE ZONE (SEE NOTE 11)
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- CALCULATED POINT - NO MONUMENT SET



	WARM SPRINGS RANCH LARGE BLOCK PLAT	
	LOCATED WITHIN SECTIONS 11, 12, & 13 AND A PORTION OF HES 292, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: BRENNAN HOLDINGS		
PROJECT NO. 20071	DWG BY: DCS/CPL	20071 FINAL PLAT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 3 OF 7

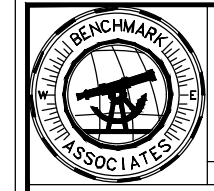
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WARM SPRINGS RANCH LARGE BLOCK PLAT SEPTEMBER 2021



LEGEND

- PARCEL/BLOCK BOUNDARY
- ADJOINING PROPERTY LINES
- EASEMENT LINE (AS NOTED)
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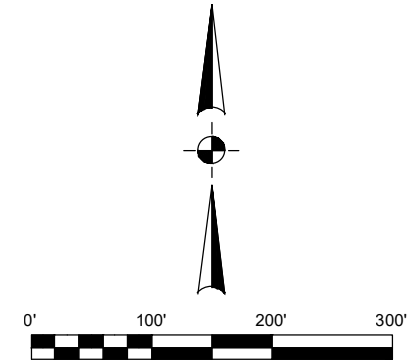


**WARM SPRINGS RANCH
LARGE BLOCK PLAT**
LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292,
TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT NO. 20071	DWG BY: DCS/CPL	20071 FINAL PLAT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 4 OF 7

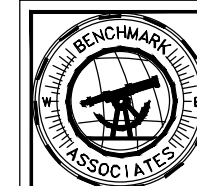
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WARM SPRINGS RANCH LARGE BLOCK PLAT SEPTEMBER 2021



LEGEND

	PARCEL/BLOCK BOUNDARY
	ADJOINING PROPERTY LINES
	EASEMENT LINE (AS NOTED)
	PRIVATE ROAD EASEMENT (VACATED)
	1% ANNUAL CHANCE FLOOD LINE (SEE NOTES 9 & 10)
	ORDINARY HIGH WATER (PER ORIGINAL PLAT)
	ORDINARY HIGH WATER (PER SAWTOOTH ENVIRONMENTAL, JUNE 2020)
	RIPARIAN SETBACK & SCENIC ESMT. (SEE NOTES 7 & 8)
	WETLANDS - PER SAWTOOTH ENVIRONMENTAL, 2010
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	CALCULATED POINT - NO MONUMENT SET

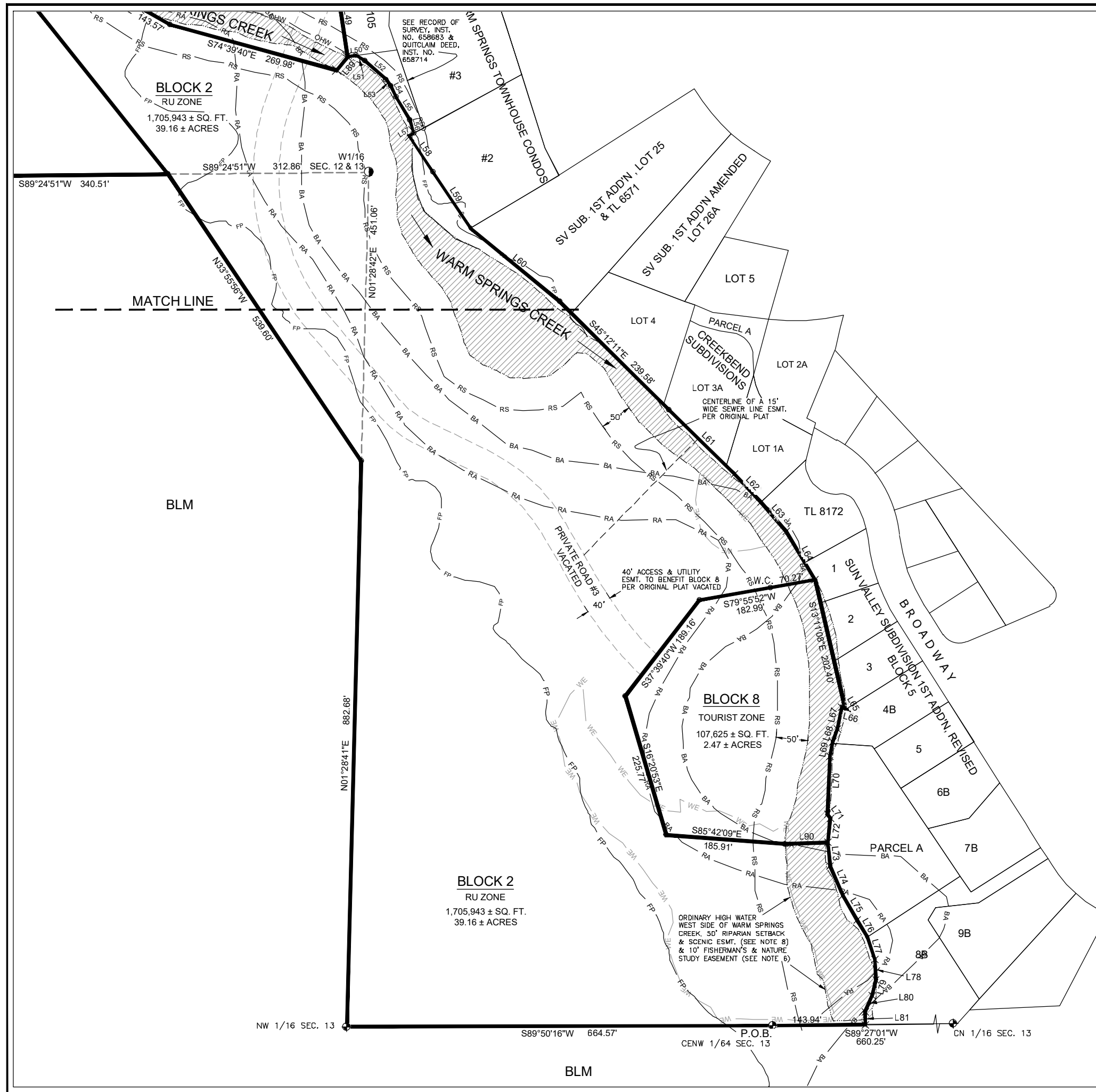


WARM SPRINGS RANCH LARGE BLOCK PLAT

LOCATED WITHIN
SECTIONS 11, 12, & 13 AND A PORTION OF HES 292,
TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: DCS/CPL	20071 FINAL PLAT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 5 OF 7



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WARM SPRINGS RANCH LARGE BLOCK PLAT

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that BRENNAN HOLDINGS NO. 300, LLC, an Idaho Limited Liability Company, is the owner in fee simple of Real Property described as follows:

A parcel of land located within Sections 11, 12 & 13 and a portion of HES 292, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Idaho, more particularly described as follows:

Blocks 1, 2, 3, 4, 5, 6, 7 and 8 of WARM SPRINGS RANCH RESORT P.U.D. LARGE BLOCK PLAT, as shown on the official plat thereof, recorded as Instrument No. 576508, records of Blaine County, Idaho.

EXCEPTING THEREFROM a parcel of land within Block 2 of said Warm Springs Ranch Resort P.U.D. Large Block and being adjacent to Warm Springs Townhouse Condos No. 2 and 3, Tax Lot 5105 and Warm Springs Creek, in the City of Ketchum, Blaine County, Idaho and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron pin with an illegible cap at the northeast corner of Warm Springs Townhouse Condos No. 1, Instrument No. 129077, records of Blaine County; thence along the westerly boundaries of Country Club Townhomes, Instrument No. 315898, Warm Springs Townhouse Condos No. 4, Instrument No. 147288 and Warm Springs Townhouse Condos No. 3, Instrument No. 169338, records of Blaine County, South 00°19'24" West for a distance of 226.49 feet to a found 1/2 inch iron pin with no cap at an angle point in the easterly boundary of said Tax Lot 5105; thence along the line common to said Tax Lot and said Warm Springs Townhouse Condos No. 3, South 18°40'23" East for a distance of 38.44 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463, the POINT OF BEGINNING;

THENCE South 18°38'18" East along the line common to said Warm Springs Ranch Resort and said Warm Springs Townhouse Condos No. 3 for a distance of 129.05 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463 at the southwest corner of said Warm Springs Townhouse Condos No. 3;

THENCE South 61°23'39" West along the line common to said Warm Springs Ranch Resort and said Warm Springs Townhouse Condos No. 2, Inst. No. 135346, records of Blaine County, for a distance of 17.10 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463 on the top of bank of Warm Springs Creek;

THENCE North 16°47'48" West, along said top of bank for a distance of 21.31 feet to a set 5/8 inch iron pin with a 2 inch aluminum cap labeled PLS 11463;

THENCE North 30°38'50" West, along said top of bank for a distance of 41.96 feet to a set 5/8 inch iron pin with a 2 inch aluminum cap labeled PLS 11463;

THENCE North 26°00'16" West, along said top of bank for a distance of 18.74 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463;

THENCE North 34°42'21" West, along said top of bank for a distance of 12.52 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463;

THENCE North 48°37'37" West, along said top of bank for a distance of 44.44 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463;

THENCE North 59°08'19" West, along said top of bank for a distance of 15.83 feet to a set 5/8 inch iron pin with a 2-inch aluminum cap labeled PLS 11463 on the boundary common to said Warm Springs Ranch Resort and said Tax Lot 5105;

THENCE North 81°38'38" East along said boundary for a distance of 64.29 feet to the POINT OF BEGINNING.

* NOTE: METES AND BOUNDS DESCRIPTION PER WARRANTY DEED, INST. NO. 668503.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

It is the intention of the undersigned to and they do hereby include said land in this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

BRENNAN HOLDINGS NO. 300, LLC, an Idaho Limited Liability Company

BY: _____
ROBERT M. BRENNAN, MANAGER

Signed this _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)


On this _____ day of _____, in the year of 2021, before me, the undersigned, personally appeared ROBERT M. BRENNAN, known or identified to me (or proved to me), to be the Manager of Brennan Holdings No. 300, LLC, and acknowledged to me that he and said limited liability company executed the same.

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

Notary Public

Residing at: _____

Commission Expires: _____

	WARM SPRINGS RANCH LARGE BLOCK PLAT	
	LOCATED WITHIN: SECTIONS 11, 12 & 13, AND A PORTION OF HES 292, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: BRENNAN HOLDINGS		
PROJECT NO. 20071	DWG BY: CPL	FILE: 20071CRT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 6 OF 7

C:\BMA\warm_springs_ranch\20071 Warm Springs Ranch\PLAT\LARGE BLOCK PLAT\FINAL PLAT\20071 crt.dwg, 9/14/2021 9:44:55 AM, DWG To PDF.pc3

WARM SPRINGS RANCH LARGE BLOCK PLAT

SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR _____

DATE _____

CITY ENGINEER'S APPROVAL

I, _____, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.

By: _____

DATE _____

CITY OF KETCHUM 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: _____

TARA FENWICK, City Clerk

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

	WARM SPRINGS RANCH LARGE BLOCK PLAT	
	LOCATED WITHIN: SECTIONS 11, 12 & 13, AND A PORTION OF HES 292, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: BRENNAN HOLDINGS		
PROJECT NO. 20071	DWG BY: CPL	FILE: 20071CRT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 7 OF 7

Attachment B:
Warm Springs Ranch
Residences Block 1 Subdivision
Final Plat Application
Submittal Material



City of Ketchum
Planning & Building

Final - Plat
Subdivision Application

OFFICIAL USE ONLY	
Application Number	121-081
Date	9/24/21
By:	S. Bahrer
Fee	1325.00
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 and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Warm Springs Ranch Residences			
Owner of Record: Brennan Holdings No. 300, LLC			
Address of Owner: PO Box 1991, Sun Valley, ID 83353			
Representative of Owner: Benchmark Associates, PA			
Legal Description: Block 1, Warm Springs Ranch Resort PUD			
Street Address: 1803 Warm Springs Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 35 Lots; 5 Parcels			
Total Land Area: 13.72 Acres			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: Floodplain, Avalanche			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: As depicted & noted on preliminary plat.			
Briefly describe the improvements to be installed prior to final plat approval: Roads, drainage, water, wastewater, utilities.			
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.

Tara O'Shea
Applicant Signature *REP*

9-23-21
Date

WARM SPRINGS RANCH RESIDENCES

WHEREIN BLOCK 1, WARM SPRINGS RANCH LARGE BLOCK PLAT IS SUBDIVIDED, CREATING LOTS 1-35 & PARCELS A, B, C, D & E.

LOCATED WITHIN: SECTION 12, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2021

SURVEYOR'S NARRATIVE

- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE BLOCK 1 OF WARM SPRINGS RANCH LARGE BLOCK PLAT, CREATING 35 LOTS & FIVE PARCELS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENT LOCATIONS WERE ESTABLISHED USING PROPORTIONED DISTANCES AND BEARINGS ADJUSTED TO BLAINE COUNTY GIS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - FINAL PLAT OF "WARM SPRINGS RANCH RESORT PUD, INST. NO. 576508.
 - FINAL PLAT OF WARM SPRINGS RANCH LARGE BLOCK PLAT, INST. NO. _____

LEGEND

	BLOCK BOUNDARY
	LOT/PARCEL BOUNDARY
	ADJOINING PROPERTY LINES
	BUILDING ENVELOPE
	CENTERLINE ROAD R.O.W.
	EASEMENT LINE - TYPE & WIDTH AS SHOWN
	10' PUE & SNOW STORAGE ESMT.
	1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
	ORDINARY HIGH WATER (SEE NOTE 12)
	25' RIPARIAN SETBACK & SCENIC ESMT. (SEE NOTES 14 & 15)
	10' FISHERMAN'S & NATURE STUDY ESMT. (SEE NOTE 13)
	BLUE AVALANCHE LINE (SEE NOTES 10 & 11)
	RED AVALANCHE LINE (SEE NOTES 10 & 11)
	WARM SPRINGS CREEK
	LOT NUMBERS

HEALTH CERTIFICATE

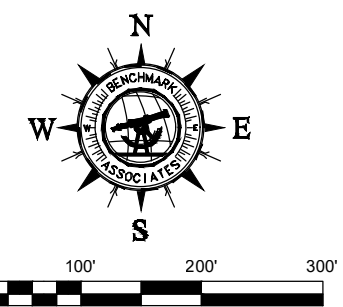
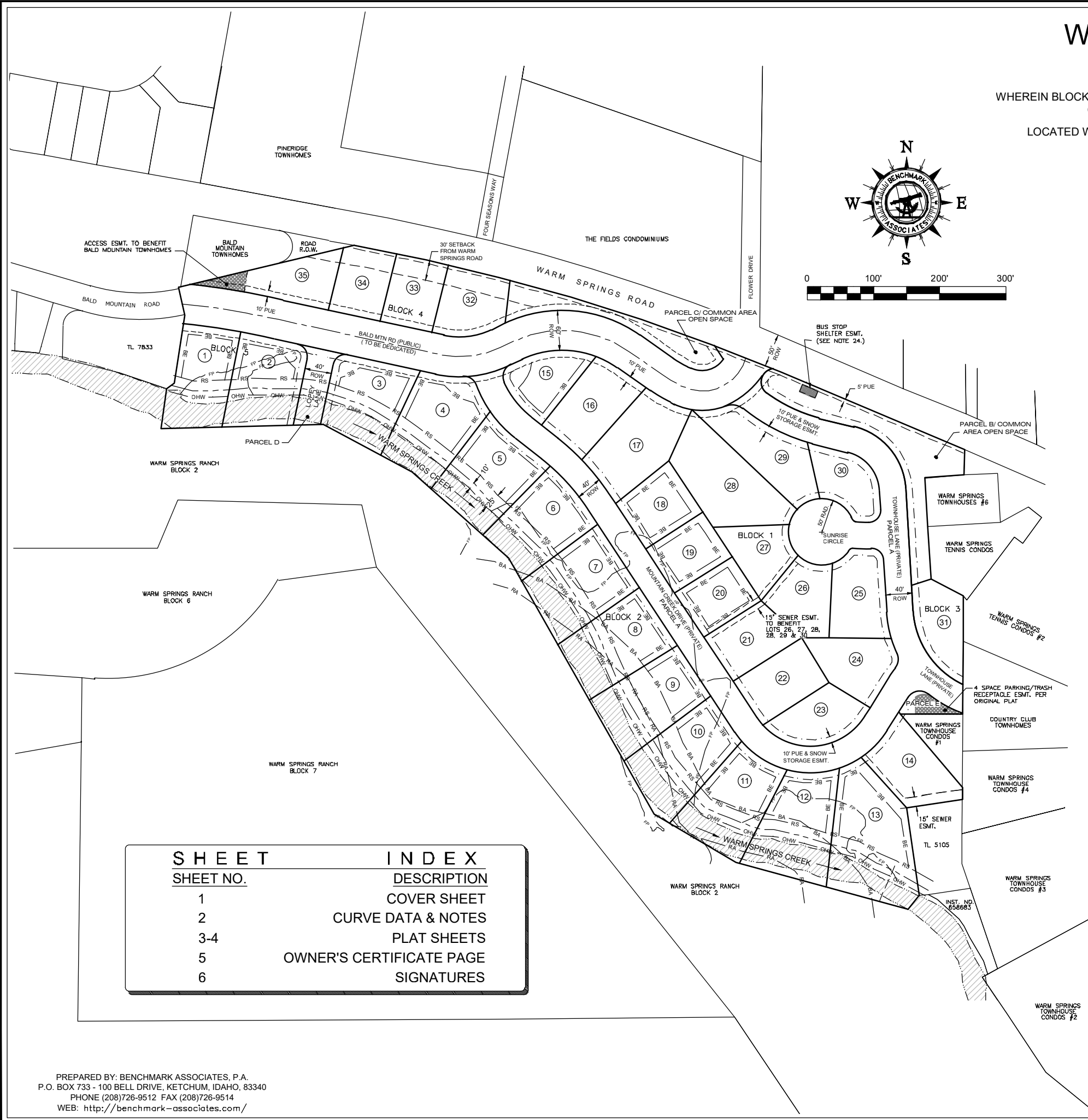
Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: _____

South Central Public Health District, REHS



PROJECT NO. 20071 FINAL PLAT	DWG BY: ROB/CPL DATE: SEPTEMBER 2021	20071 BLOCK1-FINAL.DWG SHEET: 1 OF 6



SHEET NO.	DESCRIPTION
1	COVER SHEET
2	CURVE DATA & NOTES
3-4	PLAT SHEETS
5	OWNER'S CERTIFICATE PAGE
6	SIGNATURES

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
 PHONE (208)726-9512 FAX (208)726-9514
 WEB: <http://benchmark-associates.com/>

C:\BMA\warm_springs_ranch\20071 Warm Springs Ranch\PLAT\Blocks 1-5\BLOCK 1\20071-BLOCK1-FINAL.dwg, 9/14/2021 10:11:36 AM, DWG To PDF.pc3

WARM SPRINGS RANCH RESIDENCES

SEPTEMBER 2021

LINE DATA:

NOTES:

1. REFER TO THE ORIGINAL PLAT OF WARM SPRINGS RANCH PUD, INST. NO. 576508 AND TO THE PLAT OF WARM SPRINGS RANCH LARGE BLOCK PLAT, INST. NO. _____ FOR CONDITIONS, RESTRICTIONS, EASEMENTS & PLAT NOTES AFFECTING THIS PROPERTY.
2. THE DECLARATION ESTABLISHING COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WARM SPRINGS RANCH SUBDIVISION HOMEOWNERS ASSOCIATION IS RECORDED UNDER INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
3. REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY IDAHO.
4. CURRENT ZONING FOR THE WITHIN PROPERTY IS GR-L.
5. PARCELS A & D ARE PRIVATE ROADS AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. PRIVATE ROADS SHALL MAINTAIN A FREE AND CLEAR WIDTH OF 26 FEET FOR EMERGENCY VEHICLES. A 40-FOOT-WIDE ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT BLOCKS 2-7 IS GRANTED WITHIN PARCELS A & D AS SHOWN HEREON. A 10-FOOT WIDE SNOW STORAGE AND UTILITY EASEMENT IS GRANTED ADJACENT TO ALL PRIVATE ROAD PARCELS. NO PUBLIC PARKING IS PERMITTED IN PARCELS A & D.
6. PARCELS B & C ARE COMMON AREA OPEN SPACE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SNOW STORAGE IS GRANTED WITHIN ALL OF PARCELS B & C.
7. A PUBLIC UTILITY EASEMENT IS GRANTED WITHIN ALL OF PARCELS A, B, C & D.
8. PARCEL D IS DEDICATED AS A PUBLIC PEDESTRIAN EASEMENT FOR ACCESS TO THE 10' FISHERMAN'S AND NATURE STUDY EASEMENT.
9. THE ACCESS AND PUBLIC UTILITY EASEMENT BENEFITING THE COUNTRY CLUB TOWNHOMES AND WARM SPRINGS TOWNHOUSE CONDOMINIUMS KNOWN AS TOWNHOUSE LANE IS RELOCATED WITHIN PARCEL A AS SHOWN HEREON.
10. THE RED AND BLUE AVALANCHE ZONES ARE PER ARTHUR MEARS SITE SPECIFIC AVALANCHE HAZARD AND MAPPING ANALYSIS, APRIL 2001.

AVALANCHE WARNING:
11. PORTIONS OF THE WARM SPRINGS RANCH CONTAIN AVALANCHE HAZARDS. THESE HAZARDS ARE IDENTIFIED ON THIS PLAT AND ARE DERIVED FROM THE AVALANCHE HAZARD AND MAPPING ANALYSIS: WARM SPRINGS RANCH PREPARED BY ARTHUR MEARS, P.E., INC. IN APRIL, 2001. THE CURRENT CONDITIONS ARE SUBJECT TO CHANGE DUE TO HUMAN ACTIVITY OR NATURAL OCCURRENCES. THE AREAS IDENTIFIED ON THIS PLAT AS EITHER RED OR BLUE AVALANCHE SHALL HAVE RESTRICTED RECREATION ACCESS BETWEEN DECEMBER 15TH AND APRIL 1ST OF EACH YEAR.
12. ORDINARY HIGH WATER DELINEATION PER SAWTOOTH ENVIRONMENTAL CONSULTING, LLC, JUNE 2020. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.
13. A 10-FOOT WIDE FISHERMAN'S AND NATURE STUDY EASEMENT IS GRANTED ALONG THE BANKS OF WARM SPRINGS CREEK. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE ORDINARY HIGH WATER MARK.
14. A 25-FOOT WIDE RIPARIAN SETBACK AND SCENIC EASEMENT IS GRANTED ALONG THE NORTH BANK OF WARM SPRINGS CREEK AS SHOWN HEREON. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE ORDINARY HIGH WATER MARK.
15. THE RIPARIAN ZONE IDENTIFIED WITHIN BLOCK 1 SHALL BE DESIGNATED AS AN EASEMENT GOVERNED AND MANAGED BY AN OWNERS ASSOCIATION (HOA) TO ENSURE FUTURE MODIFICATIONS TO THE RIPARIAN ZONE AND THE STREAM BANK DO NOT OCCUR INDIVIDUALLY BUT OCCUR IN A COMPREHENSIVE COORDINATED APPROACH. PRIOR TO ANY MODIFICATION TO THE RIPARIAN ZONE OR STREAM BANK, AN OVERALL PLAN MUST BE DEVELOPED AND APPROVED BY KETCHUM. KETCHUM WILL NOT UNREASONABLY WITHHOLD, CONDITION, OR DELAY APPROVAL OF SUCH PLAN. ANY RIPARIAN AND STREAM BANK ALTERATIONS MUST CONFORM TO THE APPROVED PLAN.
16. FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE (FP), AS DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0434 E - NOVEMBER 26, 2010.
17. FLOODPLAIN LINES, ORDINARY HIGH WATER AND SETBACKS ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE CREEK OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.

FLOOD WARNING
18. SHEET FLOODING CAN AND WILL OCCUR ON THE PROPERTY SHOWN HEREON, AND FLOODING MAY EXTEND BEYOND THE FLOODWAY AND FLOODPLAIN BOUNDARY LINES IDENTIFIED.
19. ANY DEVELOPMENT WITHIN THE REGULATORY FLOODPLAIN (AS MAY BE AMENDED) SHALL OBTAIN A FLOODPLAIN DEVELOPMENT PERMIT AND COMPLY WITH THE REQUIREMENTS IN KETCHUM ZONING CODE 17.88, AS MAY BE AMENDED.
20. DEVELOPMENT WITHIN BLOCK 1 SHALL NOT BE ELIGIBLE FOR VARIANCES OR WAIVERS BASED ON SITE CONDITIONS OR TOPOGRAPHY. DEVELOPMENT MUST COMPLY WITH DEVELOPMENT STANDARDS IN PLACE AT TIME OF PERMIT APPROVALS.
21. LOTS 15, 16, & 17 SHALL BE ACCESSED FROM MOUNTAIN CREEK DRIVE.
22. LOTS 32-35 SHALL BE ACCESSED FROM BALD MOUNTAIN, ROAD.
23. DESIGN REVIEW IS REQUIRED FOR NEW DEVELOPMENT ON LOTS 32, 33, 34 & 35. SAID LOTS WITH SLOPES GREATER THAN 25 PERCENT SLOPE ARE NOT CONSIDERED HILLSIDE LOTS FOR THE PURPOSE OF MOUNTAIN OVERLAY DISTRICT REGULATIONS.
24. A BUS STOP SHELTER EASEMENT IS GRANTED WITHIN PARCEL B TO BENEFIT MOUNTAIN RIDES AS SHOWN HEREON. THE BUS SHELTER SHALL BE MAINTAINED BY MOUNTAIN RIDES.
25. RESIDENCES SHALL BE LIMITED TO SINGLE-FAMILY DWELLINGS ONLY. A TOTAL OF 35 DWELLING UNITS IS PERMITTED.
26. A 5-FOOT WIDE PUBLIC UTILITY EASEMENT ADJACENT TO WARM SPRINGS ROAD IS GRANTED AS SHOWN HEREON.
27. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT AND SNOW STORAGE EASEMENT ADJACENT TO TOWNHOUSE LANE, MOUNTAIN CREEK DRIVE, SUNRISE CIRCLE & LOPEY LANE IS GRANTED AS SHOWN HEREON.
28. AN ACCESS EASEMENT TO BENEFIT BALD MOUNTAIN TOWNHOMES IS GRANTED WITHIN LOT 35, AS SHOWN HEREON.
29. A BUS STOP SHELTER EASEMENT IS GRANTED WITHIN PARCEL B, AS SHOWN HEREON.
30. A PARKING/TRASH RECEPTACLE EASEMENT IS GRANTED WITHIN PARCEL E, AS SHOWN HEREON.
31. A 15-FOOT WIDE SEWER EASEMENT IS GRANTED WITHIN LOTS 20, 21, 26 & 27 TO BENEFIT LOTS 26, 27, 28, 29 & 30 AND THE CITY OF KETCHUM AS SHOWN HEREON.
32. A 15-FOOT WIDE SEWER EASEMENT IS GRANTED WITHIN LOT 14 TO BENEFIT THE CITY OF KETCHUM, AS SHOWN HEREON.
33. THE USE OF CHEMICALS, FERTILIZERS, PESTICIDES, HERBICIDES, ETC. IS SUBJECT TO THE RESTRICTIONS IN KETCHUM MUNICIPAL CODE 17.88.040.C.3-6, AND AS MAY BE AMENDED.

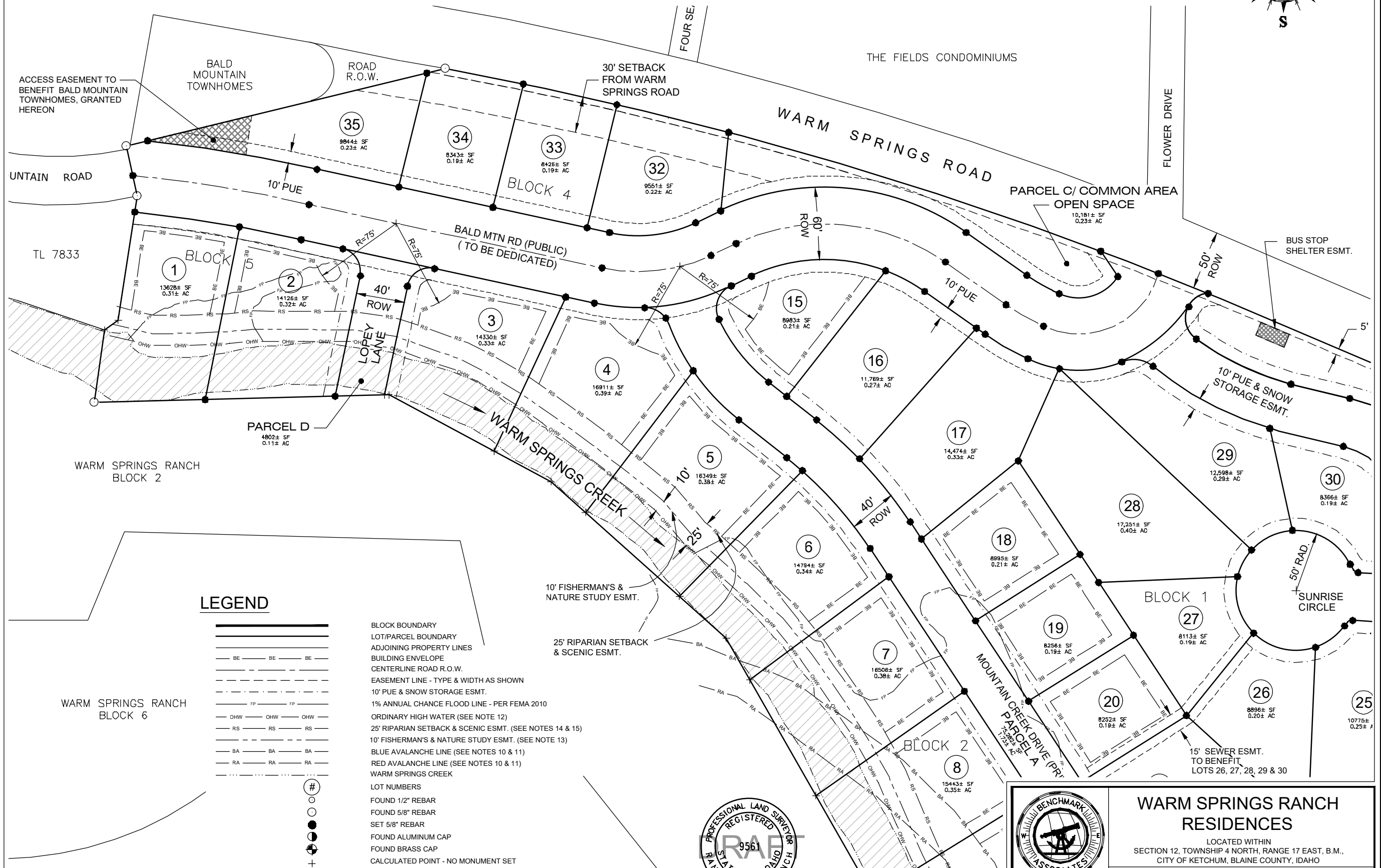
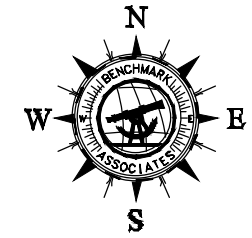
CURVE DATA:



	WARM SPRINGS RANCH RESIDENCES	
	LOCATED WITHIN SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: BRENNAN HOLDINGS		
PROJECT NO. 20071	DWG BY: ROB/CPL	20071 BLOCK1-FINAL.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 2 OF 6

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
 PHONE (208)726-9512 FAX (208)726-9514
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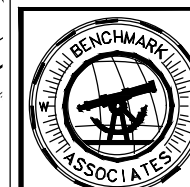
WARM SPRINGS RANCH RESIDENCES SEPTEMBER 2021



LEGEND

- | | |
|--|--|
| <p>WARM SPRINGS RANCH
BLOCK 6</p> <p>FP — FP</p> <p>DHW — OHW — OHW</p> <p>RS — RS — RS</p> <p>BA — BA — BA</p> <p>RA — RA — RA</p> <p>#</p> <p>○</p> <p>●</p> <p>⊕</p> <p>+</p> | <p>BLOCK BOUNDARY</p> <p>LOT/PARCEL BOUNDARY</p> <p>ADJOINING PROPERTY LINES</p> <p>BUILDING ENVELOPE</p> <p>CENTERLINE ROAD R.O.W.</p> <p>EASEMENT LINE - TYPE & WIDTH AS SHOWN</p> <p>10' PUE & SNOW STORAGE ESMT.</p> <p>1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010</p> <p>ORDINARY HIGH WATER (SEE NOTE 12)</p> <p>25' RIPARIAN SETBACK & SCENIC ESMT. (SEE NOTES 14 & 15)</p> <p>10' FISHERMAN'S & NATURE STUDY ESMT. (SEE NOTE 13)</p> <p>BLUE AVALANCHE LINE (SEE NOTES 10 & 11)</p> <p>RED AVALANCHE LINE (SEE NOTES 10 & 11)</p> <p>WARM SPRINGS CREEK</p> <p>LOT NUMBERS</p> <p>FOUND 1/2" REBAR</p> <p>FOUND 5/8" REBAR</p> <p>SET 5/8" REBAR</p> <p>FOUND ALUMINUM CAP</p> <p>FOUND BRASS CAP</p> <p>CALCULATED POINT - NO MONUMENT SET</p> |
|--|--|

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
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WARM SPRINGS RANCH RESIDENCES

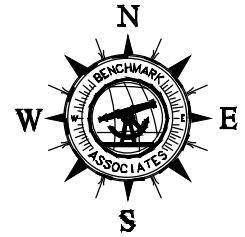
LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BRENNAN HOLDINGS

PROJECT NO. 20071	DWG BY: ROB/CPL	20071 BLOCK1-FINAL.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 3 OF 6

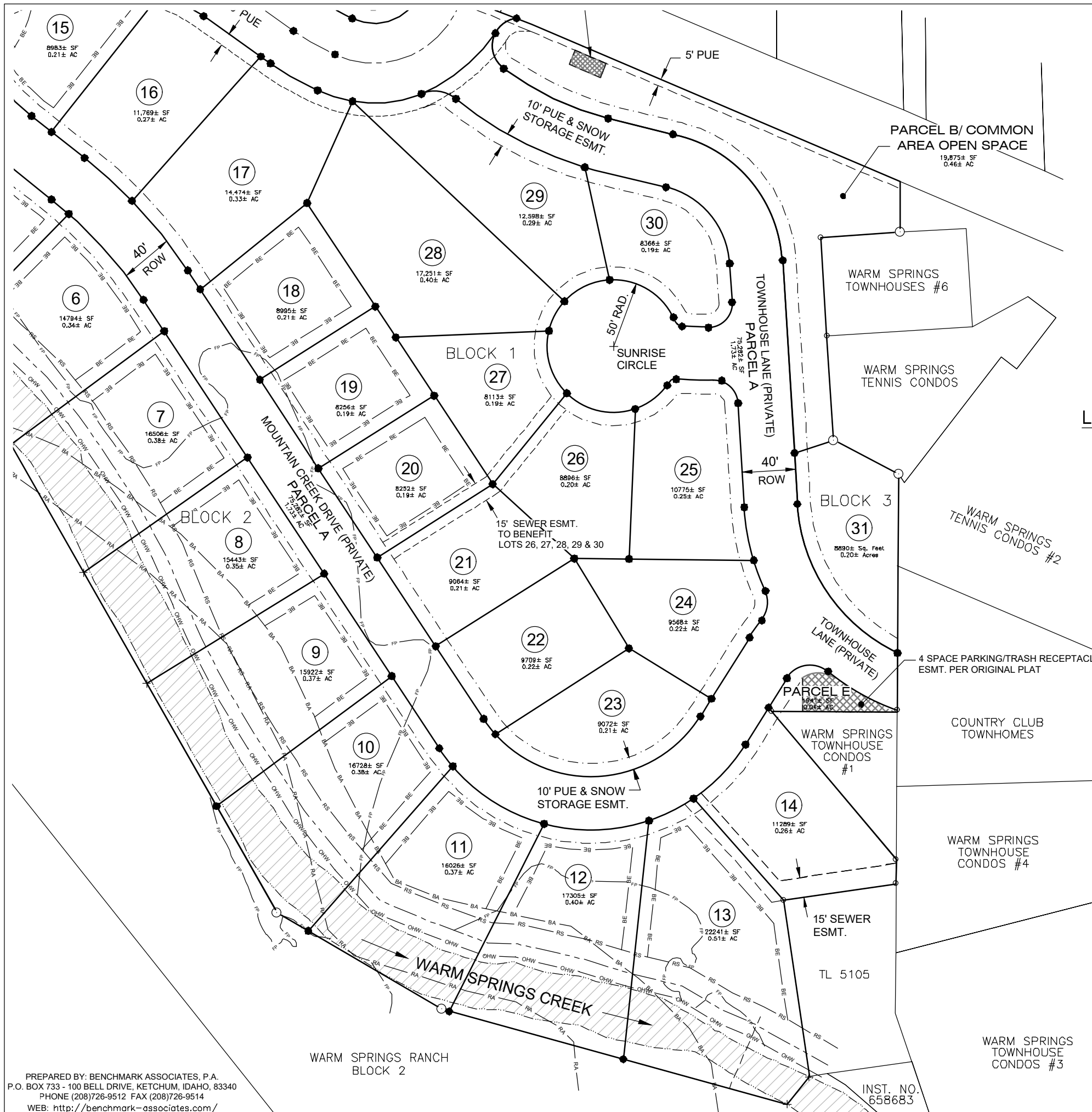
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WARM SPRINGS RANCH: RESIDENCES SEPTEMBER 2021

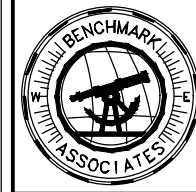


LEGEND

- BLOCK BOUNDARY
- LOT/PARCEL BOUNDARY
- ADJOINING PROPERTY LINES
- BUILDING ENVELOPE
- CENTERLINE ROAD R.O.W.
- EASEMENT LINE - TYPE & WIDTH AS SHOWN
- 10' PUE & SNOW STORAGE ESMT.
- 1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
- ORDINARY HIGH WATER (SEE NOTE 12)
- 25' RIPARIAN SETBACK & SCENIC ESMT. (SEE NOTES 14 & 15)
- 10' FISHERMAN'S & NATURE STUDY ESMT. (SEE NOTE 13)
- BLUE AVALANCHE LINE (SEE NOTES 10 & 11)
- RED AVALANCHE LINE (SEE NOTES 10 & 11)
- WARM SPRINGS CREEK
- LOT NUMBERS
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- CALCULATED POINT - NO MONUMENT SET



PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514
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 <h3>WARM SPRINGS RANCH RESIDENCES</h3> <p>LOCATED WITHIN SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO</p> <p>PREPARED FOR: BRENNAN HOLDINGS</p>		
PROJECT NO. 20071	DWG BY: ROB/CPL	20071 BLOCK1-FINAL.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 4 OF 6

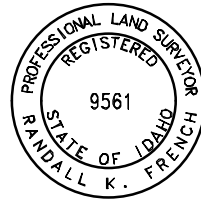
C:\BMA\warm_springs_ranch\20071 Warm Springs Ranch\PLAT\Blocks 1-5\BLOCK 1-FINAL.dwg, 9/14/2021 10:09:35 AM, DWG To PDF.pc3

WARM SPRINGS RANCH RESIDENCES

SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

CITY OF KETCHUM 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: _____
TARA FENWICK, City Clerk

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

CITY ENGINEER'S APPROVAL

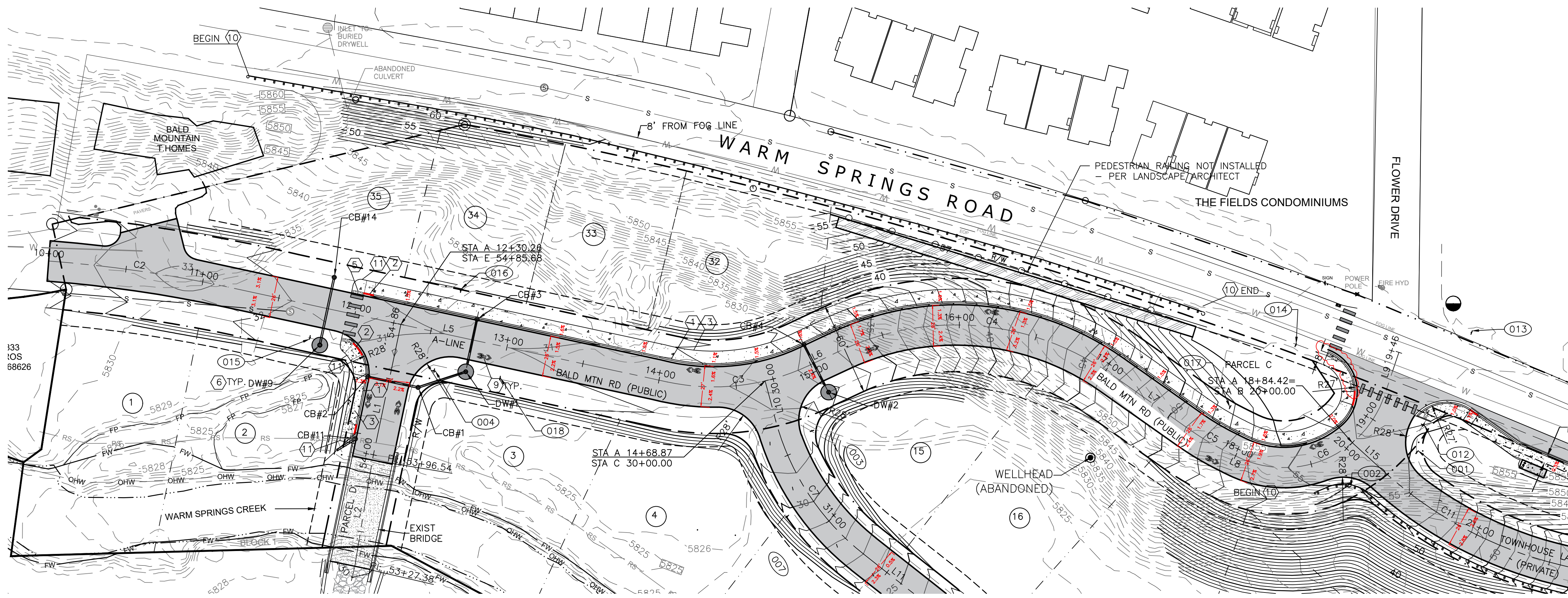
I, _____, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.

By: _____

DATE

	WARM SPRINGS RANCH RESIDENCES	
	SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR: BRENNAN HOLDINGS	
PROJECT NO. 20071	DWG BY: CPL	FILE: 20071CRT.DWG
FINAL PLAT	DATE: SEPTEMBER 2021	SHEET: 7 OF 7

C:\BMA\warm_springs_ranch\20071 Warm Springs Ranch\PLAT\Blocks 1-5\BLOCK 1\20071-BLOCK1-CRT.dwg, 9/14/2021 9:37:26 AM, DWG To PDF.pc3



CURVE TABLE (A-LINE)			
CURVE #	RADIUS	LENGTH	DELTA
C2	850.00	116.54	7°51'19"
C3	142.44	92.92	37°22'24"
C4	173.57	182.98	60°24'10"
C5	177.25	30.31	9°47'58"
C6	68.11	115.22	96°55'30"

LINE TABLE (A-LINE)			
LINE #	LENGTH	DIRECTION	ALIGNMENT
L5	288.83	S77° 48' 37"E	ROAD A
L6	23.06	N64° 48' 59"E	ROAD A
L7	61.68	S54° 46' 51"E	ROAD A
L8	5.81	S64° 34' 49"E	ROAD A
L9	29.07	N18° 29' 41"E	ROAD A

BALD MOUNTAIN ROAD PLAN



RECORD DRAWINGS

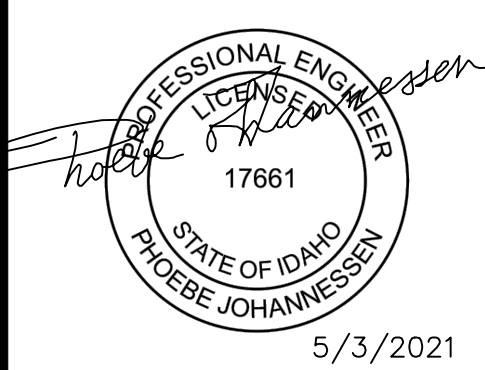
This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.
 Date: 10/11/2021
 BENCHMARK ASSOCIATES, P.A.

GENERAL NOTES:

- ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE CITY OF KETCHUM STANDARDS AND ISFWC.
- NOTIFY DIGLINE PRIOR TO CONSTRUCTION: (208)342-1585.
- UTILITY TRENCHES SHALL BE PER C.O.K. STD. DET. 12.
- THE CENTER OF THE SHARROW MARKINGS SHALL BE 4" FROM THE EDGE OF PAVEMENT OR FACE OF CURB. SHARROW MARKING INTERVALS SHALL BE NO GREATER THAN 250'.
- GUARDRAIL SHALL BE PER ITD STD. DET. 612-1, 31" W-BEAM GUARDRAIL (NORMAL APPLICATION) AND SHALL HAVE TIMBER POSTS WITH A CORTEN RAIL FINISH. 4 FT SHY LINE OFFSET.
- GUARDRAIL TERMINALS SHALL BE TYPE 8 PER ITD STD. DET. 612-3 AND 612-5.
- GUARDRAIL TERMINAL GRADING SHALL BE PER ITD STD. DET. 612-7.
- EXISTING ON-SITE WELLS SHALL BE DECOMMISSIONED PER IDWR REQUIREMENTS.
- REFER TO SHEET RD5 FOR STORM PROFILES.
- QUALITY CONTROL REPORTS AND DOCUMENTATION IS REQUIRED PER C.O.K. 12.04.040 FOR SUBBASE MATERIALS AND COMPACTION, 3" BASE MATERIALS COMPACTION, ASPHALT MIX DESIGN AND COMPACTION, CONCRETE MIX DESIGN AND CONCRETE BREAKS, WALL CONSTRUCTION OBSERVATION REPORT BY ENGINEER, AND ENGINEER FOR ACCEPTANCE OF ROADWAY.
- CITY TO BE NOTIFIED PRIOR TO PLACEMENT OF 2" MINUS AND 3/4" MINUS, AND PAVING OPERATIONS.
- CONCRETE MIX TO BE TITAN MIX.

ROADWAY NOTES:

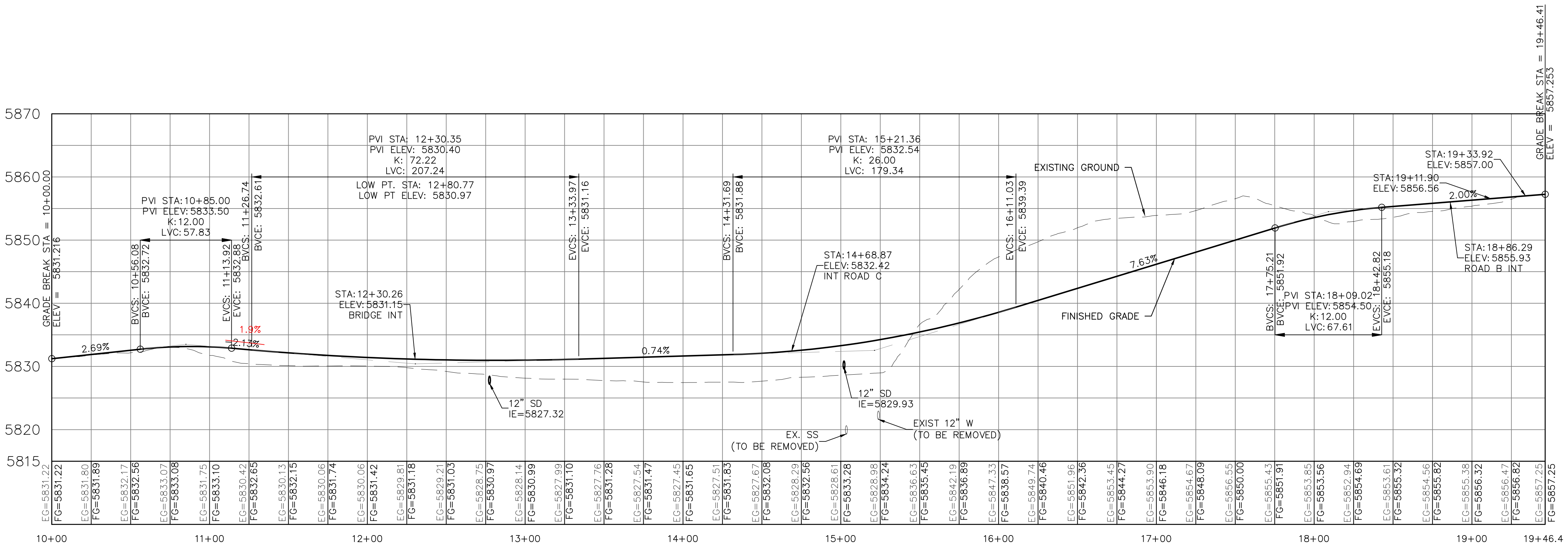
- 6" ROLLED CURB AND GUTTER PER C.O.K. STD. DET. 4
- CURB TRANSITION PER C.O.K. STD. DET. 6
- 8FT-WIDE CONCRETE SIDEWALK PER C.O.K. STD. DET. 7
- PEDESTRIAN RAMP WITH LANDING PER DET. 1, SHT RD6
- DETECTABLE WARNING PLATE PER C.O.K. STD. DET. 9
- DRYWELL PER DETAIL 1, SHEET RD5
- CATCH BASIN PER C.O.K. STD. DET. 11
- CROSSWALK PAINT (LAYOUT SHALL BE COORDINATED WITH CITY PRIOR TO INSTALLATION.) DET. 2, SHT. RD6
- SHARROW MARKINGS SHALL BE PER DET. 3, SHT. RD6.
- W-BEAM GUARDRAIL (TYPE 31) - NOTES 5,6,&7.
- PEDESTRIAN RAMP WITH NO LANDING PER DET. 2, SHT RD6



REVISIONS	
NO.	DESCRIPTION
1	CITY COMMENTS



PREPARED BY:
 BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 100 BELL DRIVE
 KETCHUM, IDAHO 83340
 (208) 726-9512
 FAX: 726-9514
 WEB: WWW.BMA5B.COM
 MAIL: WWW.BMA5B.COM



BALD MOUNTAIN ROAD PROFILE

HORIZ: 1"=40'
 VERT: 1"=10'

LEGEND:

- RIGHT OF WAY
- UTILITY EASEMENT
- PEDESTRIAN RAILING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- CATCH BASIN AT CURB
- CATCH BASIN-LANDSCAPE
- DETECTABLE WARNING FOR PEDESTRIAN ACCESS
- 6" ROLLED CURB AND GUTTER
- CURB TRANSITION
- GUARDRAIL
- SAWCUT LINE
- FLOW LINE
- FLOODPLAIN BOUNDARY
- MEAN HIGH WATER
- RETAINING WALL (SEE LANDSCAPE PLANS)
- CONCRETE SIDEWALK
- PLANT MIX PAVEMENT
- 5/8-INCH MINUS CRUSHED GRAVEL

ROADWAY PLAN & PROFILE
 WARM SPRINGS RANCH: BLOCK 1
 T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
 PREPARED FOR: BRENNAN HOLDINGS, LLC.

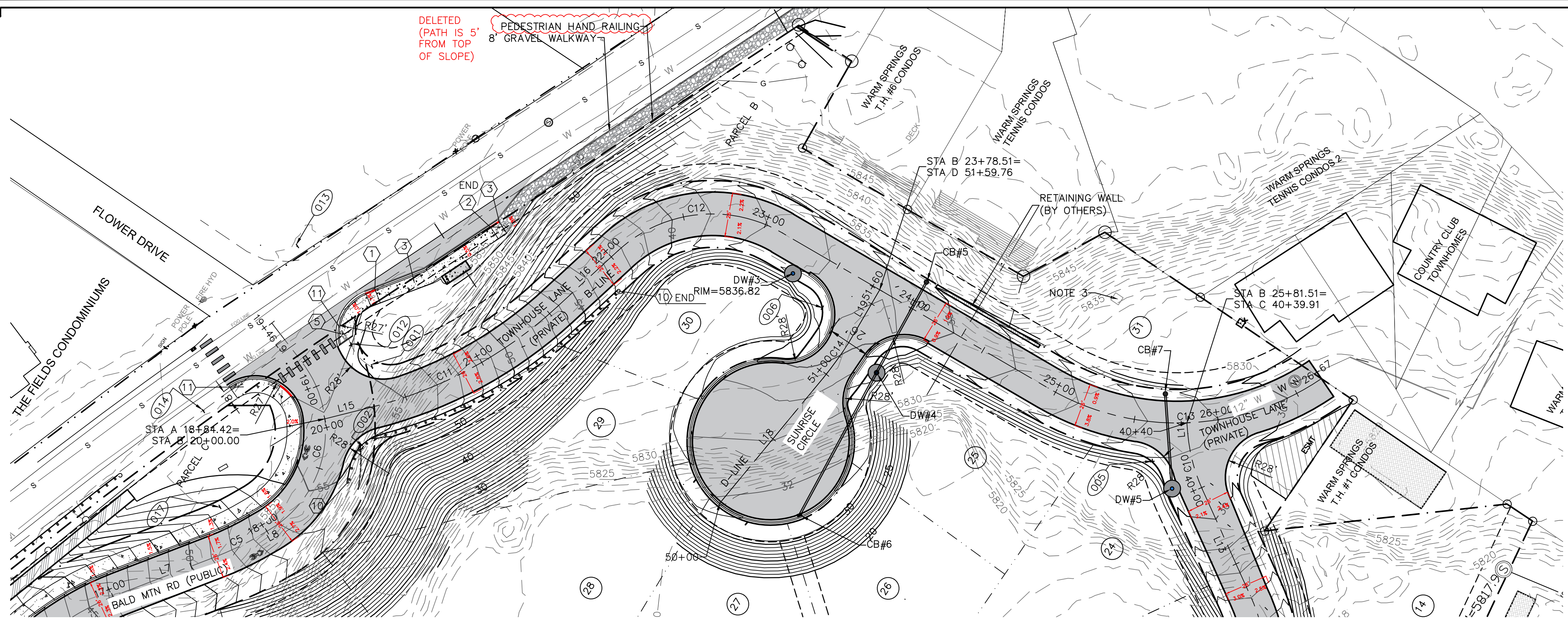
DRAWN BY: PLJ
 DESIGNED BY: PLJ
 CHECKED BY: SB
 DATE: 5/3/2021
 PROJECT NO.: 20071

DRAWING NO.

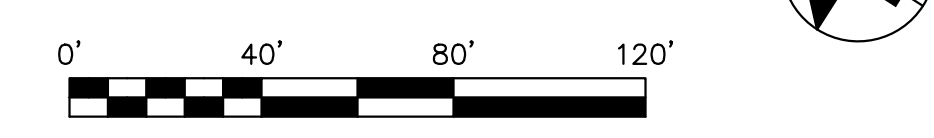
RD1

DELETED
(PATH IS 5'
FROM TOP
OF SLOPE)

PEDESTRIAN HAND RAILING
8" GRAVEL WALKWAY



TOWNHOUSE LANE PLAN



CURVE TABLE (B-LINE)

CURVE #	RADIUS	LENGTH	DELTA
C11	255.58	127.85	28°39'41"
C12	83.00	105.69	72°57'33"
C13	153.00	172.23	64°29'47"

LINE TABLE (B-LINE)

LINE #	LENGTH	DIRECTION	ALIGNMENT
L15	28.26	S47° 43' 52"E	ROAD B
L16	49.34	S76° 23' 33"E	ROAD B
L17	183.77	S3° 26' 00"E	ROAD B

RECORD DRAWINGS

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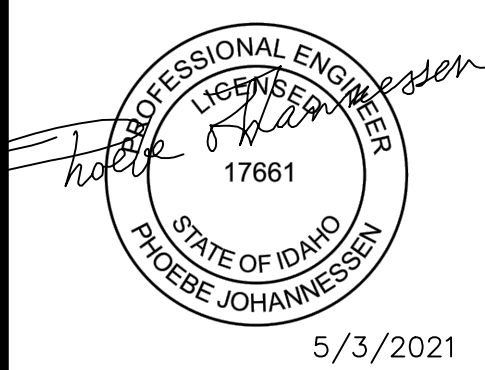
Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.

ROADWAY NOTES:

- ① 6" ROLLED CURB AND GUTTER PER C.O.K. STD. DET. 4
- ② CURB TRANSITION PER C.O.K. STD. DET. 6
- ③ 8FT-WIDE CONCRETE SIDEWALK PER C.O.K. STD. DET. 7
- ④ PEDESTRIAN RAMP WITH LANDING PER DET. 1, SHT RD6
- ⑤ DETECTABLE WARNING PLATE PER C.O.K. STD. DET. 9
- ⑥ DRYWELL PER DETAIL 1, SHEET RD5
- ⑦ CATCH BASIN PER C.O.K. STD. DET. 11
- ⑧ CROSSWALK PAINT (LAYOUT SHALL BE COORDINATED WITH CITY PRIOR TO INSTALLATION.) DET. 2, SHT. RD6
- ⑨ SHARROW MARKINGS SHALL BE PER DET. 3, SHT. RD6.
- ⑩ W-BEAM GUARDRAIL (TYPE 31) - NOTES 5,6,&7.
- ⑪ PEDESTRIAN RAMP WITH NO LANDING PER DET. 2, SHT RD6

LEGEND:

- RIGHT OF WAY
- UTILITY EASEMENT
- PEDESTRIAN RAILING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- CATCH BASIN AT CURB
- CATCH BASIN-LANDSCAPE
- DETECTABLE WARNING FOR PEDESTRIAN ACCESS
- 6" ROLLED CURB AND GUTTER
- CURB TRANSITION
- GUARDRAIL
- SAWCUT LINE
- FLOW LINE
- FLOODPLAIN BOUNDARY
- MEAN HIGH WATER
- RETAINING WALL (SEE LANDSCAPE PLANS)
- CONCRETE SIDEWALK
- PLANT MIX PAVEMENT
- 5/8-INCH MINUS CRUSHED GRAVEL
- SIGN, SEE SHEET RD7 FOR SIGN SCHEDULE



REVISIONS

No.	DESCRIPTION	DATE	BY
1	CITY COMMENTS	6/25/21	PLJ



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX: 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

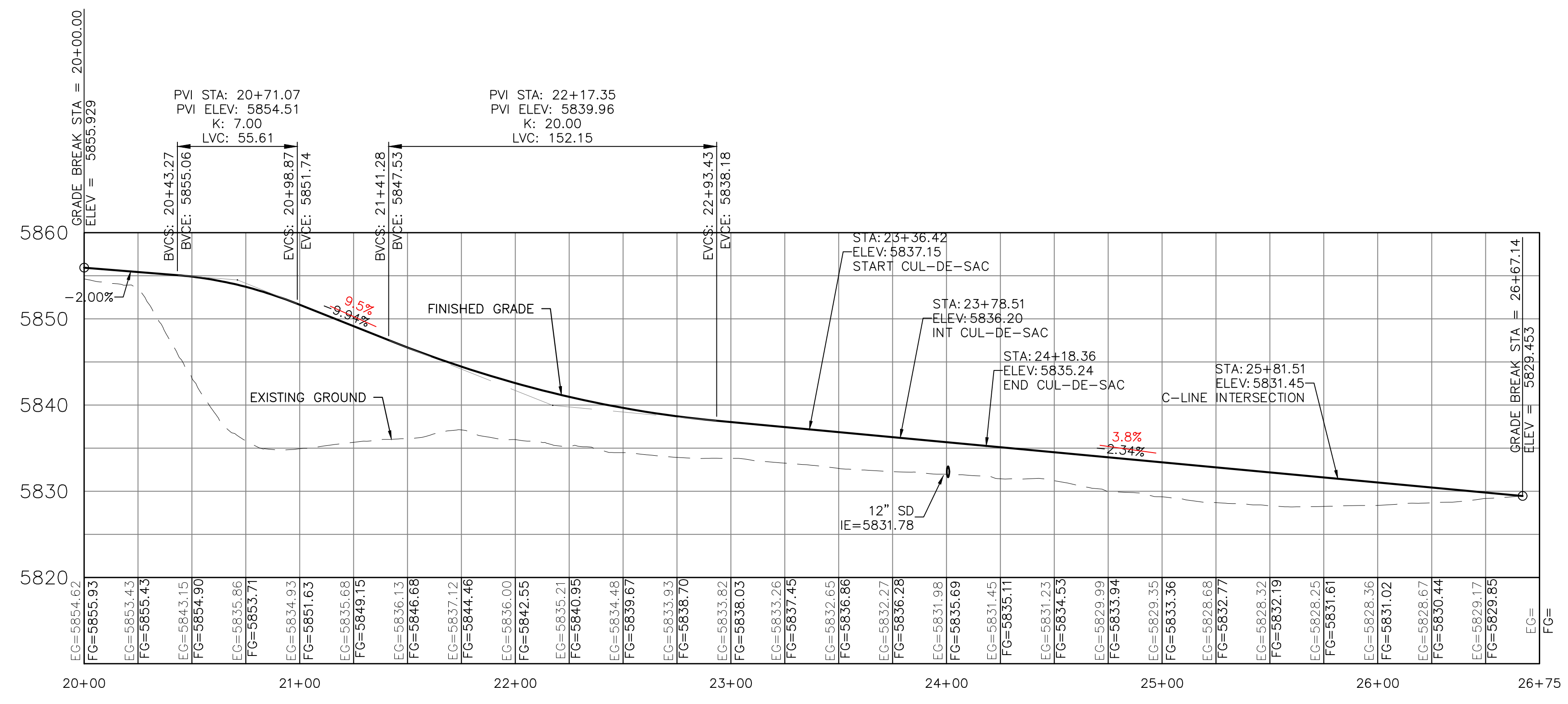
ROADWAY PLAN & PROFILE

WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY:
DATE: 5/3/2021
PROJECT NO.: 20071

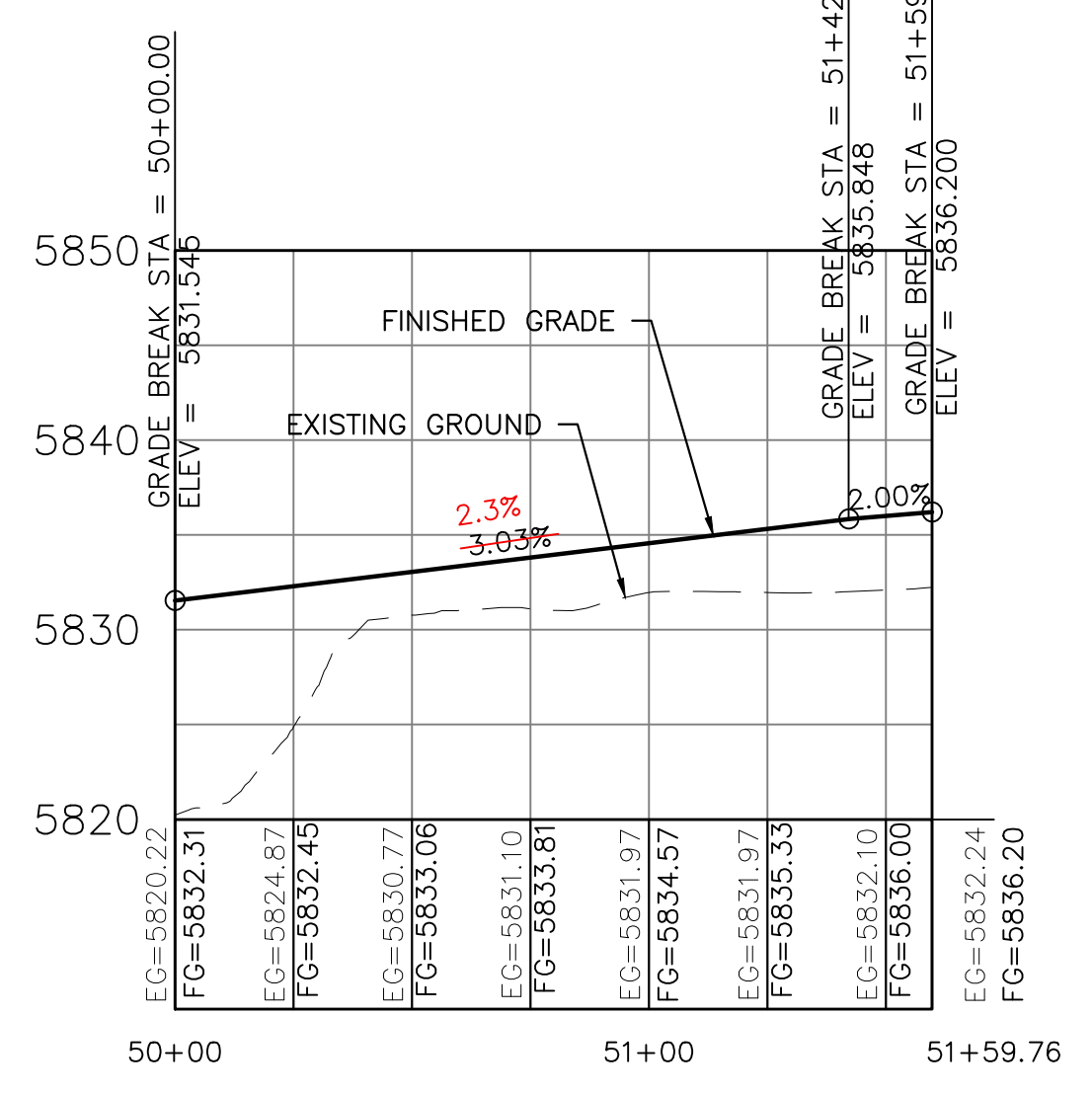
DRAWING NO.

RD2



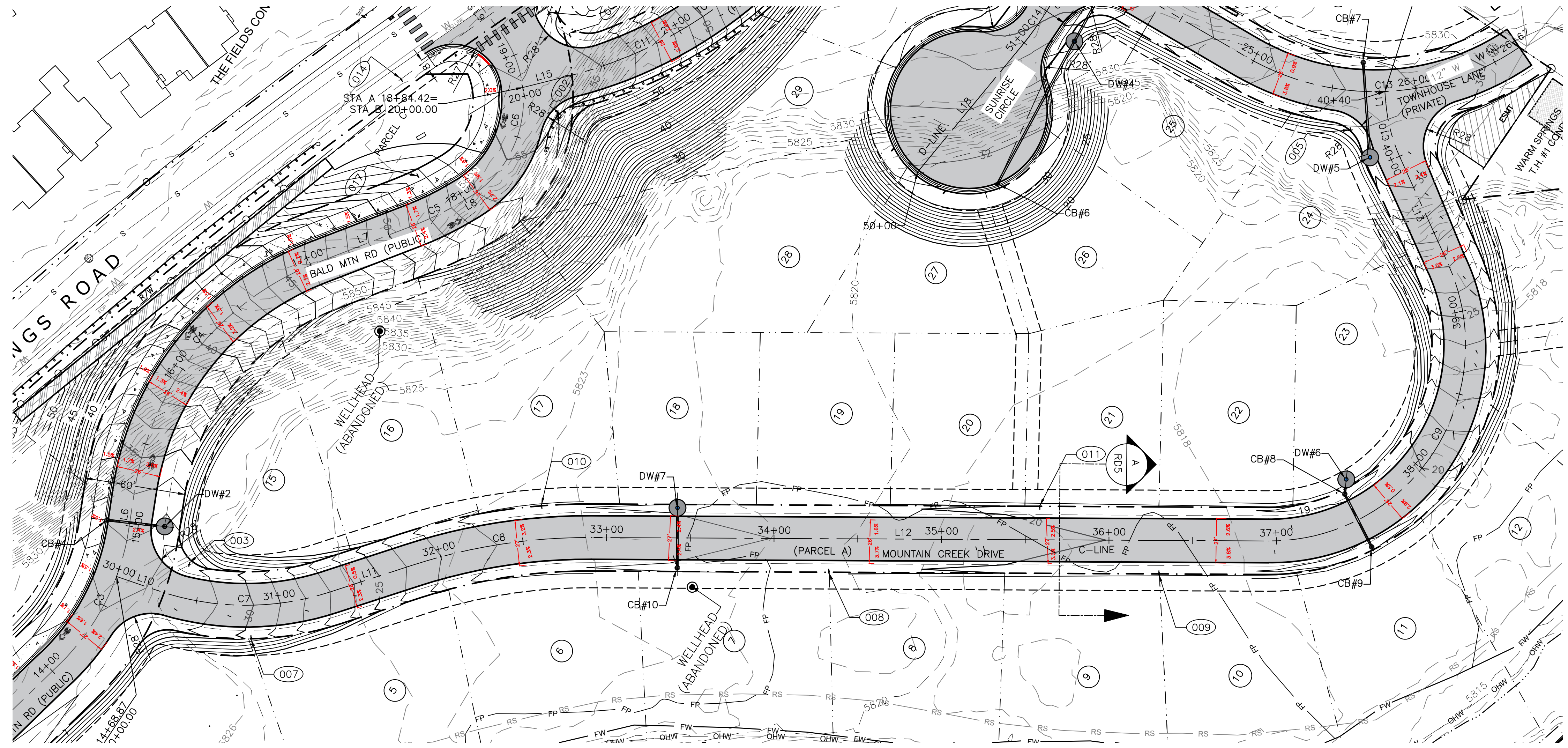
TOWNHOUSE LANE PROFILE (B-LINE)

HORIZ: 1"=40'
VERT: 1"=10'



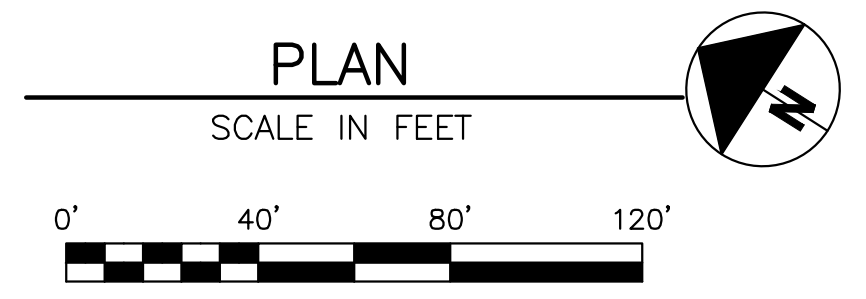
SUNRISE CIRCLE PROFILE (D-LINE)

HORIZ: 1"=40'
VERT: 1"=10'



RECORD DRAWINGS

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 Date: 10/11/2021
 BENCHMARK ASSOCIATES, P.A.



CURVE TABLE (C-LINE)			
CURVE #	RADIUS	LENGTH	DELTA
C7	162.60	104.58	36°50'58"
C8	341.50	109.20	18°19'18"
C9	117.00	234.00	114°35'35"
C10	100.00	34.17	19°34'49"

LINE TABLE (C-LINE)			
LINE #	LENGTH	DIRECTION	ALIGNMENT
L10	26.23	S14° 53' 25"E	ROAD C
L11	50.81	S51° 44' 23"E	ROAD C
L12	404.50	S33° 25' 05"E	ROAD C
L13	69.97	N31° 59' 20"E	ROAD C
L14	6.45	N51° 34' 09"E	ROAD C

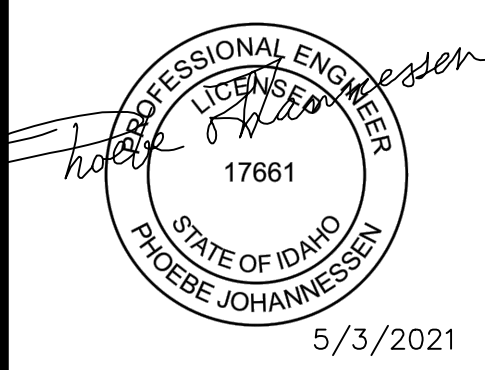
ROADWAY NOTES:

- ① 6" ROLLED CURB AND GUTTER PER C.O.K. STD. DET. 4
- ② CURB TRANSITION PER C.O.K. STD. DET. 6
- ③ 8FT-WIDE CONCRETE SIDEWALK PER C.O.K. STD. DET. 7
- ④ PEDESTRIAN RAMP WITH LANDING PER DET. 1, SHT RD6
- ⑤ DETECTABLE WARNING PLATE PER C.O.K. STD. DET. 9
- ⑥ DRYWELL PER DETAIL 1, SHEET RD5
- ⑦ CATCH BASIN PER C.O.K. STD. DET. 11
- ⑧ CROSSWALK PAINT (LAYOUT SHALL BE COORDINATED WITH CITY PRIOR TO INSTALLATION.) DET. 2, SHT. RD6
- ⑨ SHARROW MARKINGS SHALL BE PER DET. 3, SHT. RD6.
- ⑩ W-BEAM GUARDRAIL (TYPE 31) - NOTES 5.6.&7.
- ⑪ PEDESTRIAN RAMP WITH NO LANDING PER DET. 2, SHT RD6

LEGEND:

- RIGHT OF WAY
- UTILITY EASEMENT
- PEDESTRIAN RAILING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- CATCH BASIN AT CURB
- CATCH BASIN-LANDSCAPE
- DETECTABLE WARNING FOR PEDESTRIAN ACCESS
- 6" ROLLED CURB AND GUTTER
- CURB TRANSITION
- GUARDRAIL
- SAWCUT LINE
- FLOW LINE
- FLOODPLAIN BOUNDARY
- MEAN HIGH WATER
- RETAINING WALL (SEE LANDSCAPE PLANS)
- CONCRETE SIDEWALK
- PLANT MIX PAVEMENT
- 5/8-INCH MINUS CRUSHED GRAVEL

SIGN, SEE SHEET RD7 FOR SIGN SCHEDULE

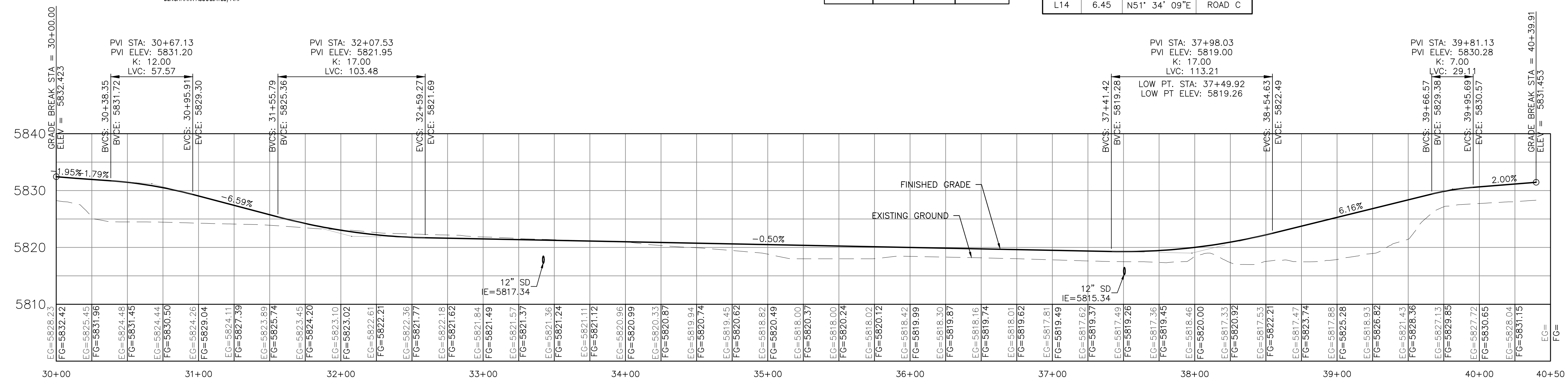


REVISIONS	
No.	DESCRIPTION
1	CITY COMMENTS



PREPARED BY:
 BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 100 BELL DRIVE
 KETCHUM, IDAHO 83340
 (208) 726-9512
 FAX: 726-9514
 WEB: WWW.BMA5B.COM
 MAIL: WWW.BMA5B.COM

ROADWAY PLAN & PROFILE
 WARM SPRINGS RANCH: BLOCK 1
 T4N, R17E, SEC.12, B.M., CITY OF KETCHUM, IDAHO
 PREPARED FOR: BRENNAN HOLDINGS, LLC.



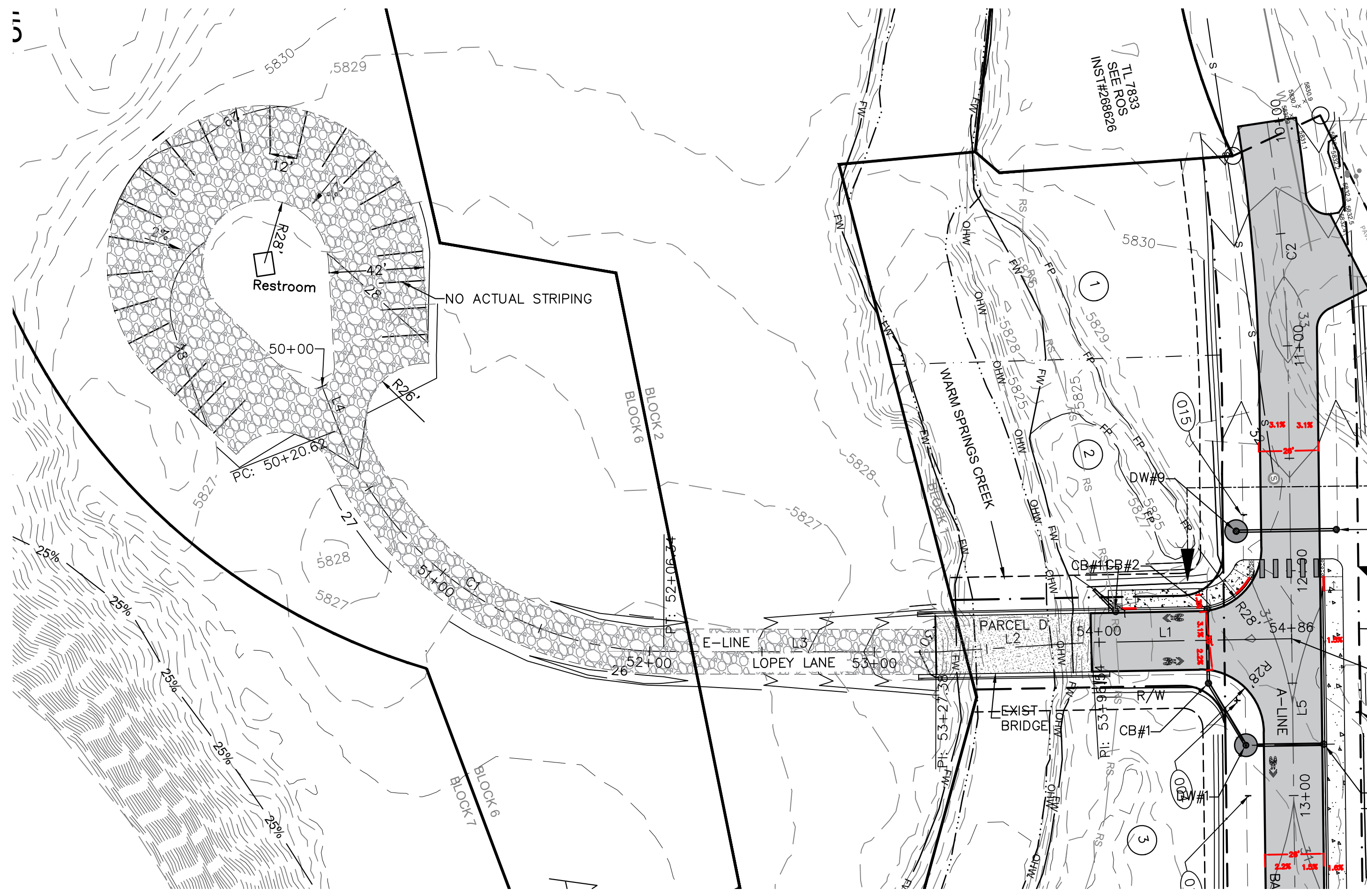
MOUNTAIN CR. DR. PROFILE (C-LINE)

HORIZ: 1"=40'
 VERT: 1"=5'

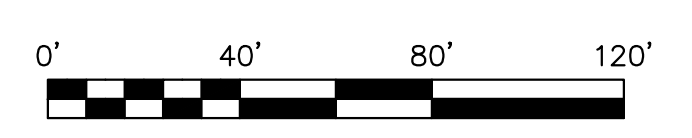
DRAWN BY: PLJ
 DESIGNED BY: PLJ
 CHECKED BY: PLJ
 DATE: 5/3/2021
 PROJECT NO.: 20071

DRAWING NO.

RD3

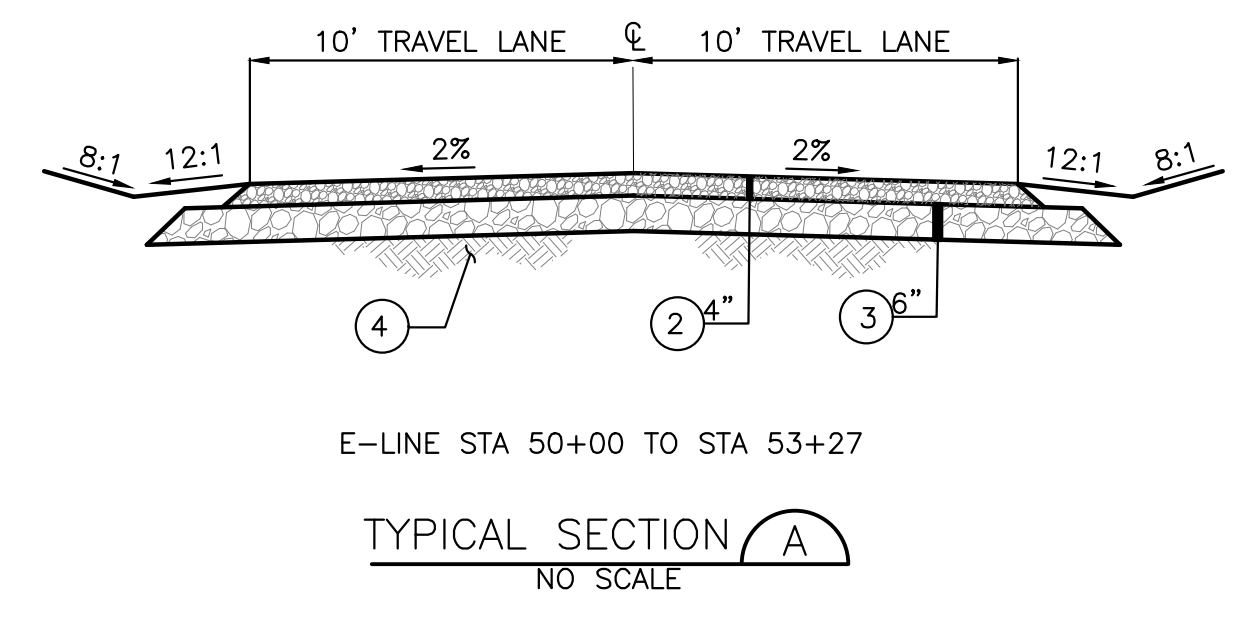


LOPEY LANE PLAN
SCALE IN FEET



CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	155.47	185.73	68°26'38"

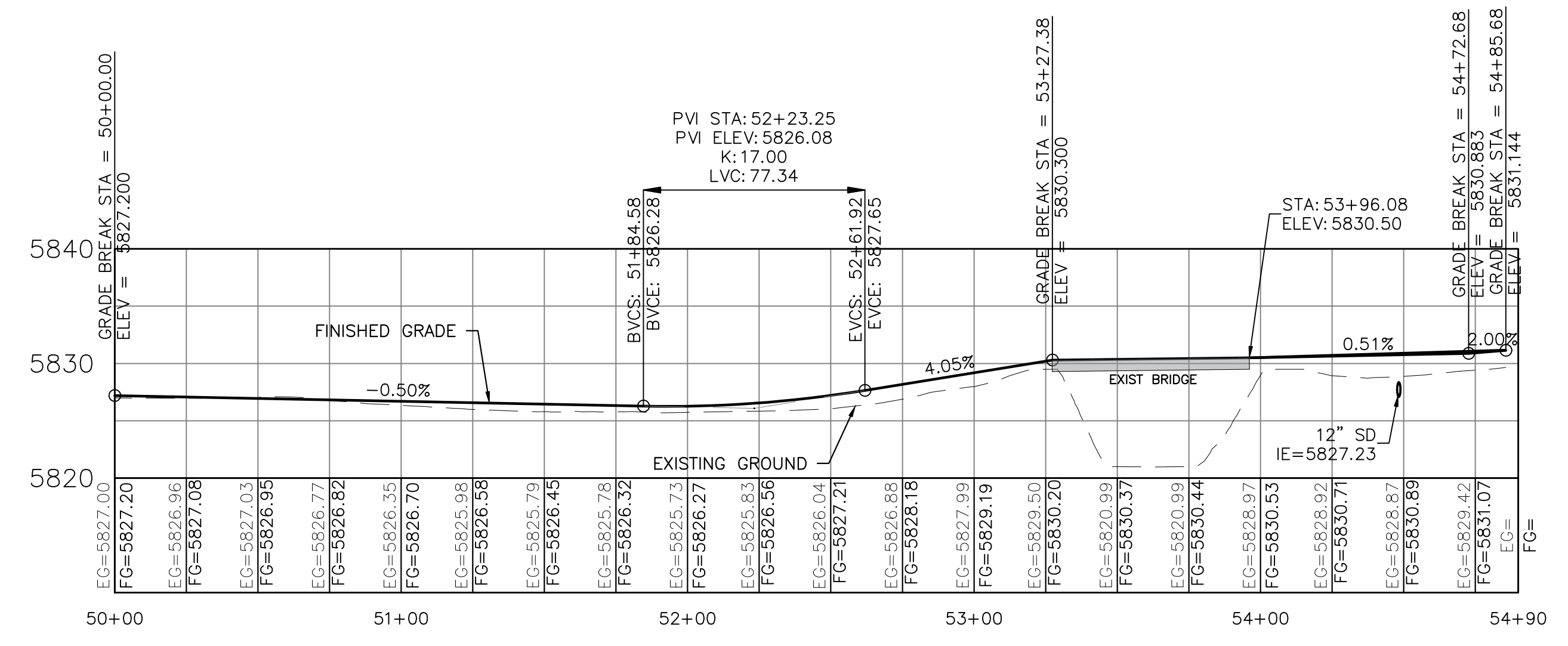
LINE TABLE			
LINE #	LENGTH	DIRECTION	ALIGNMENT
L1	89.14	N11° 52' 53"E	E-LINE
L2	69.16	N9° 23' 43"E	E-LINE
L3	121.03	N13° 03' 26"E	E-LINE
L4	20.62	N81° 30' 03"E	E-LINE



- CONSTRUCTION NOTES:**
- 1 PLANT MIX PAVEMENT (PER ISWPC SECTION 810).
 - 2 TYPE 1 3/4" MINUS CRUSHED AGGREGATE PER ISWPC SECTION 802-CRUSHED AGGREGATE
 - 3 TYPE II 2" MINUS CRUSHED AGGREGATE PER ISWPC SECTION 802 CRUSHED AGGREGATE.
 - 4 COMPACT SUBGRADE TO BE APPROVED BY ENGINEER (95% OF STANDARD PROCTOR PER ASTM D-698)

RECORD DRAWINGS

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Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.



LOPEY LANE PROFILE E-LINE
HORIZ: 1"=40'
VERT: 1"=5'

LEGEND:

- RIGHT OF WAY
- UTILITY EASEMENT
- PEDESTRIAN RAILING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- CATCH BASIN AT CURB
- CATCH BASIN-LANDSCAPE
- DETECTABLE WARNING FOR PEDESTRIAN ACCESS
- 6" ROLLED CURB AND GUTTER
- CURB TRANSITION
- GUARDRAIL
- SAWCUT LINE
- FLOW LINE
- FLOODPLAIN BOUNDARY
- MEAN HIGH WATER
- RETAINING WALL (SEE LANDSCAPE PLANS)
- CONCRETE SIDEWALK
- PLANT MIX PAVEMENT
- 5/8-INCH MINUS CRUSHED GRAVEL
- SIGN, SEE SHEET RD7 FOR SIGN SCHEDULE

PROFESSIONAL ENGINEER
STATE OF IDAHO
17661
FIOBE JOHANNESSEN
5/3/2021

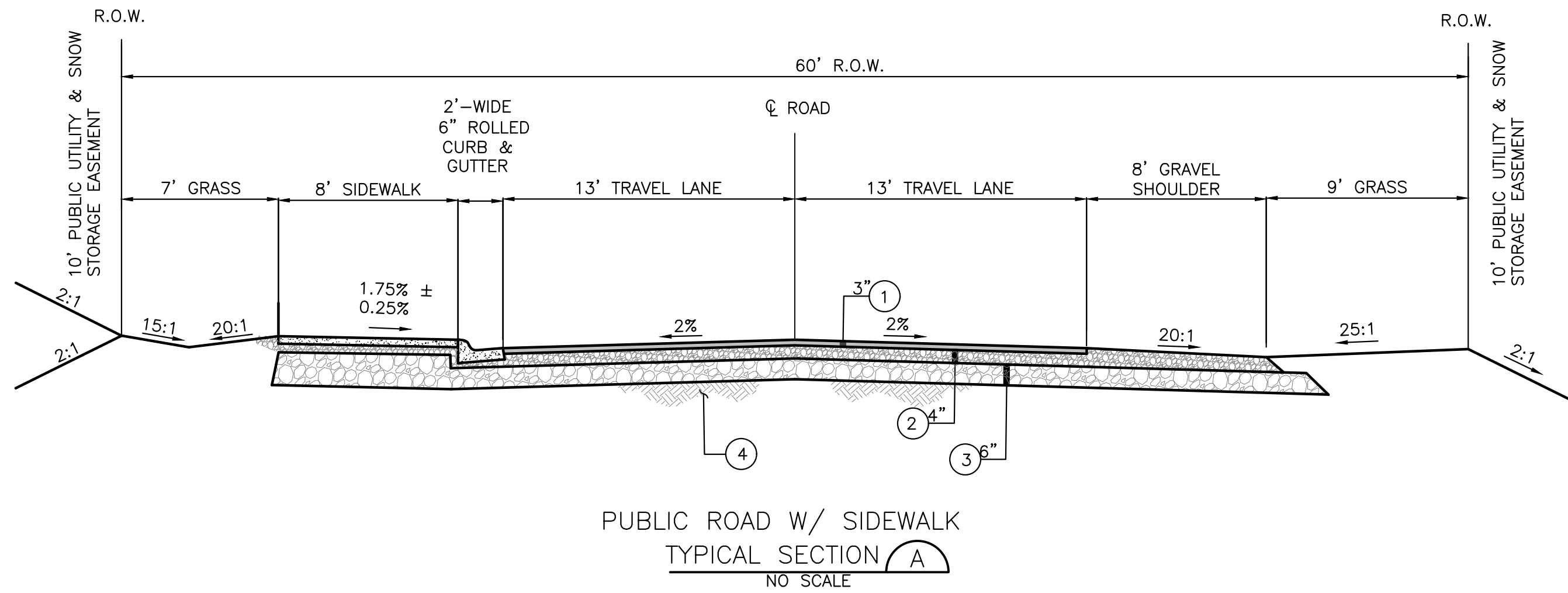
REVISIONS	DESCRIPTION	DATE	BY
No. 1			

BENCHMARK ASSOCIATES
PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
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WEB: WWW.BMASB.COM
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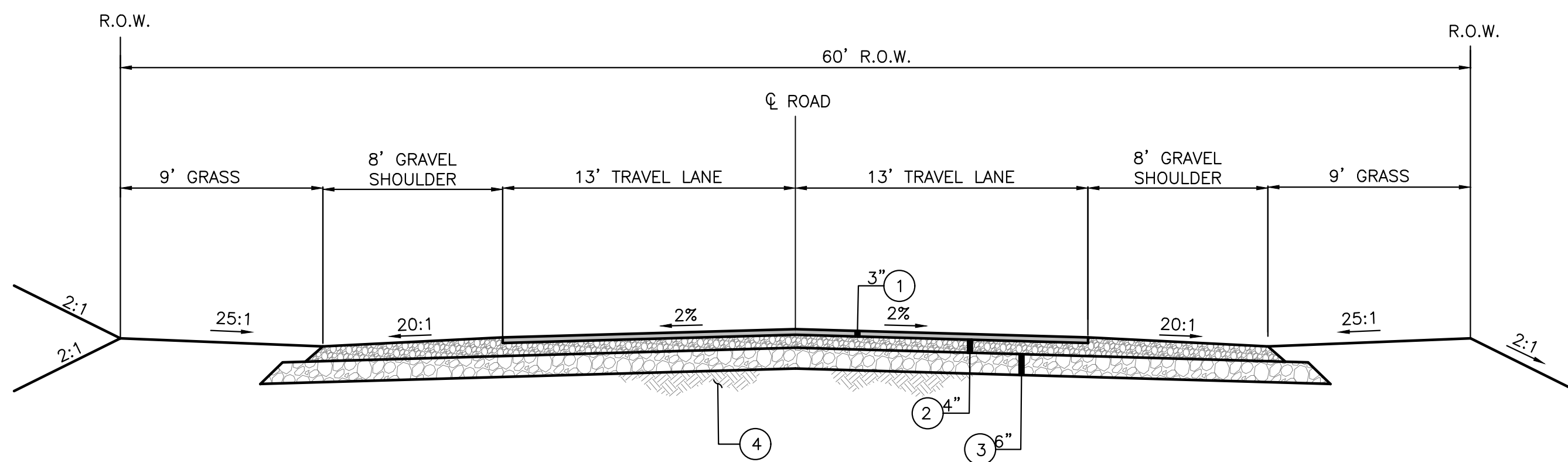
ROADWAY PLAN & PROFILE
WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY:
DATE: 5/3/2021
PROJECT NO.: 20071

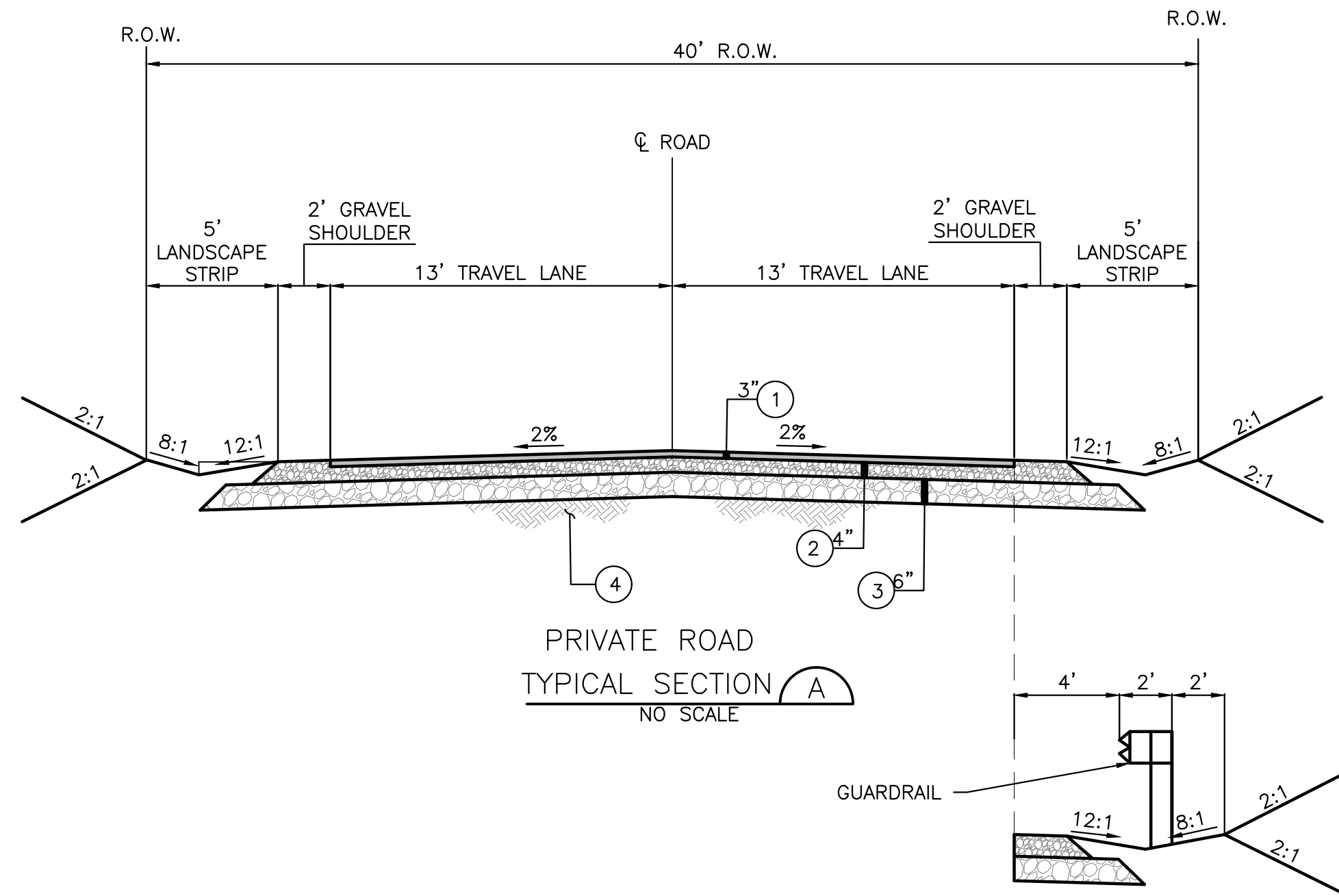
DRAWING NO.
RD4



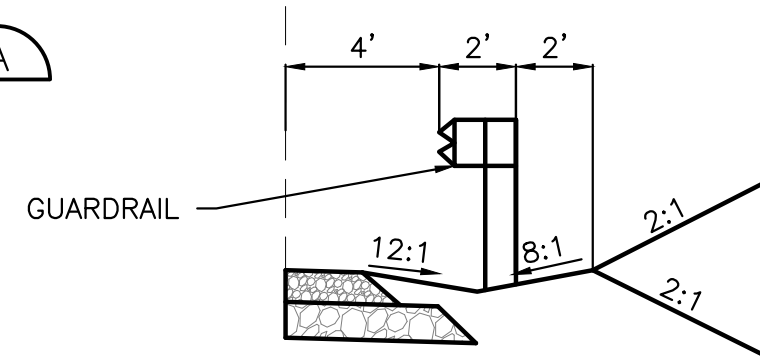
PUBLIC ROAD W/ SIDEWALK
TYPICAL SECTION A
NO SCALE



PUBLIC ROAD (NO SIDEWALK)
TYPICAL SECTION B
NO SCALE



PRIVATE ROAD
TYPICAL SECTION A
NO SCALE



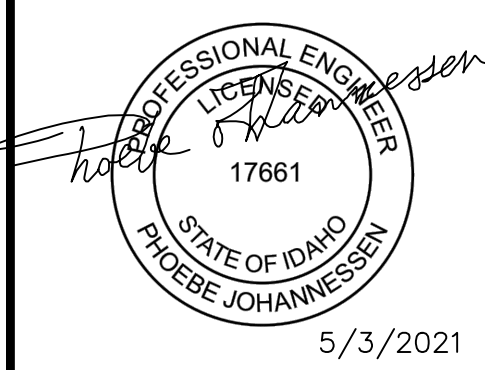
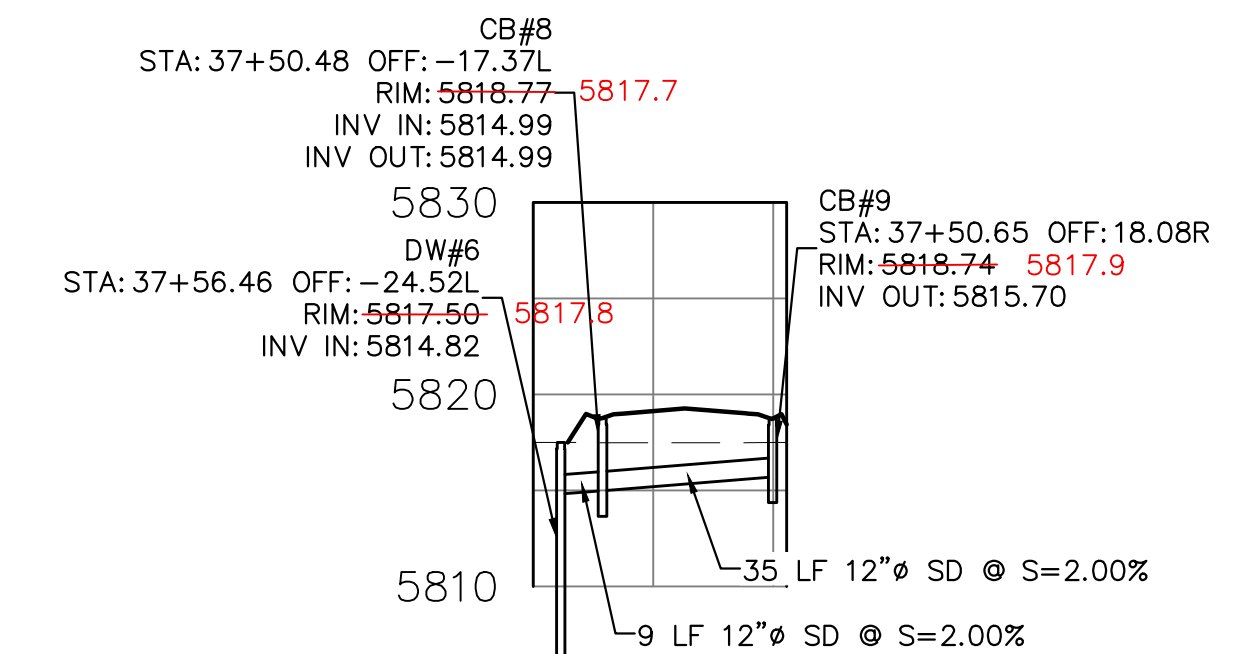
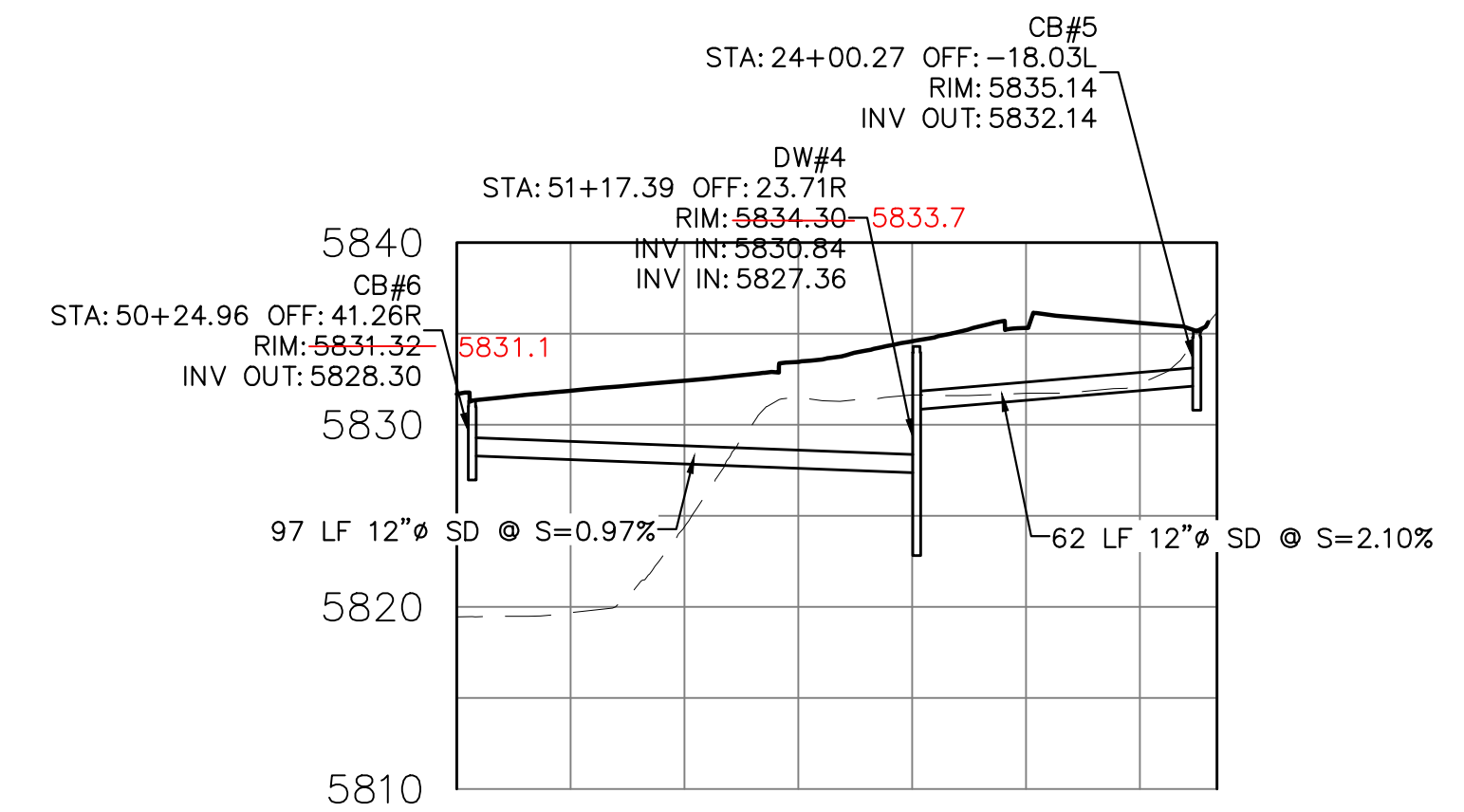
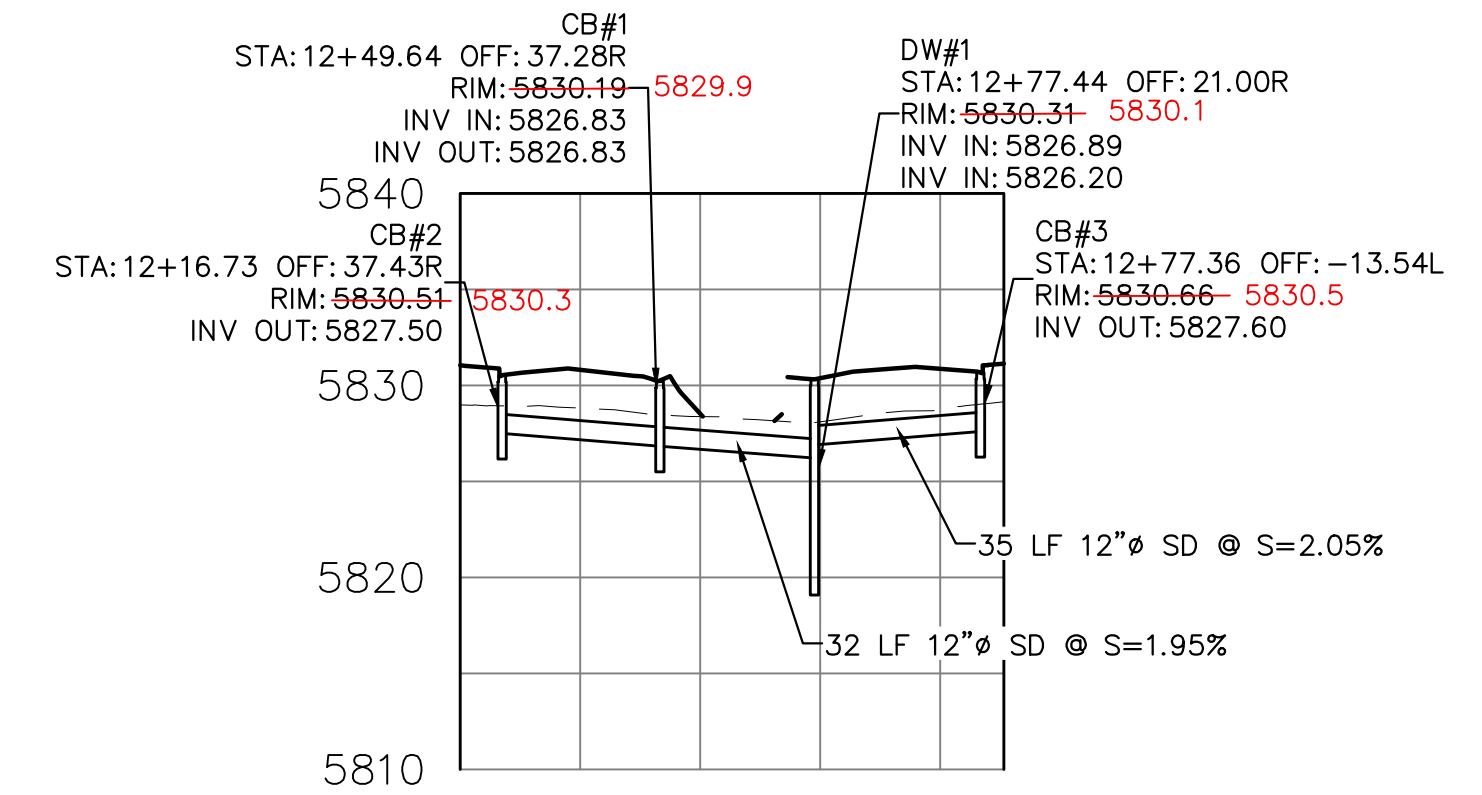
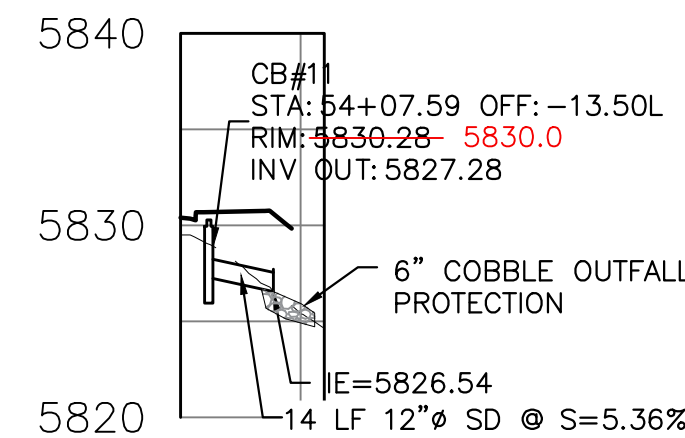
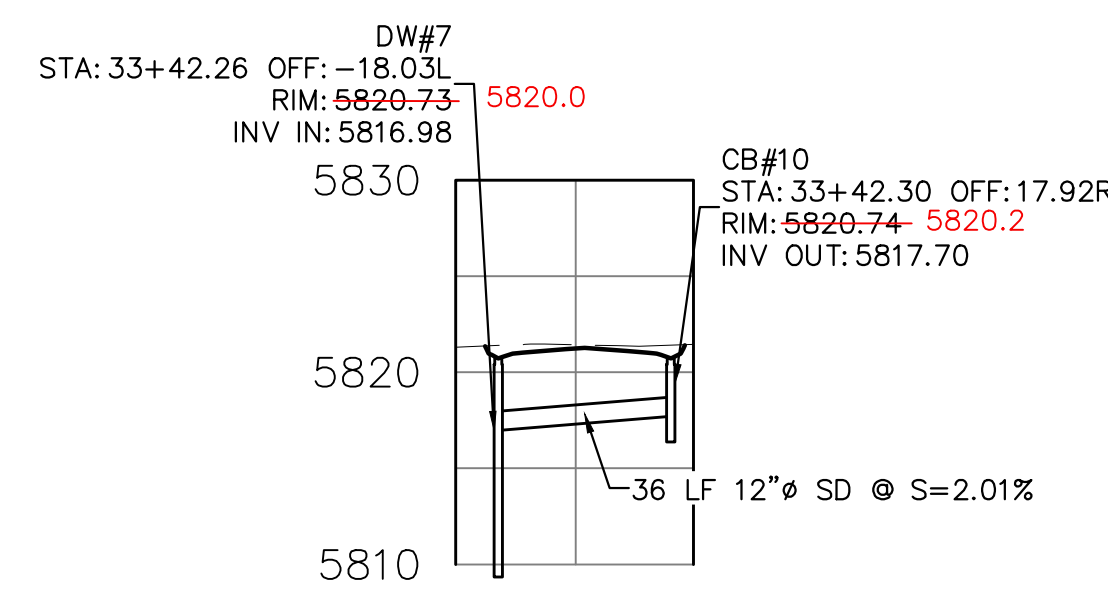
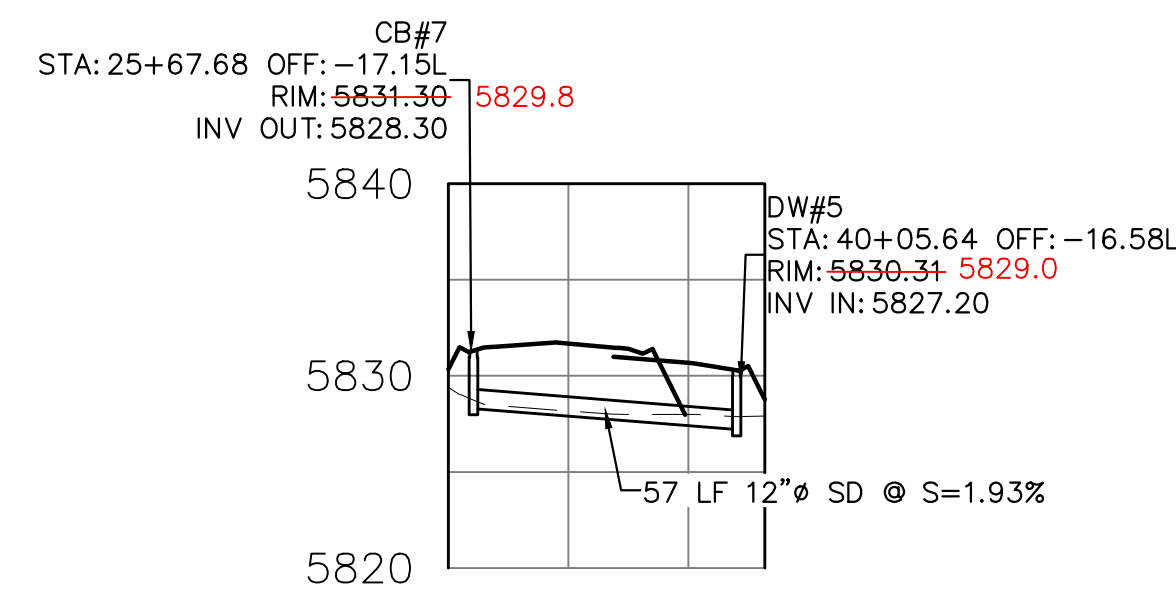
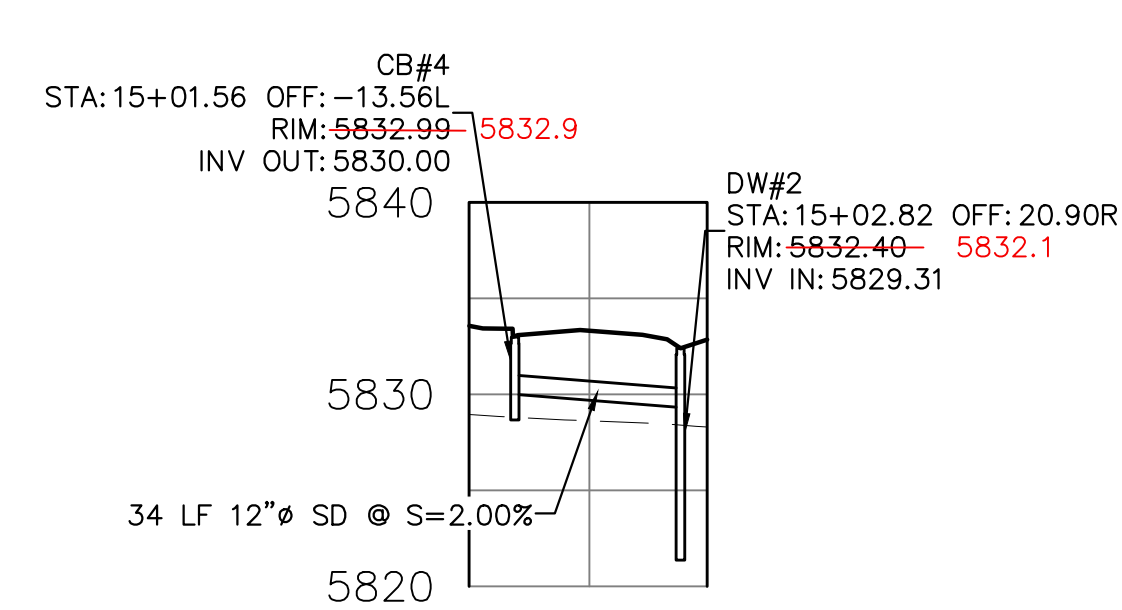
A-LINE STA 18+48 TO
B-LINE STA 21+90
GUARDRAIL SECTION

RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assume its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.
Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.

CONSTRUCTION NOTES:

- 1 PLANT MIX PAVEMENT (PER ISPMC SECTION 810).
- 2 TYPE I 3/4" MINUS CRUSHED AGGREGATE PER ISPMC SECTION 802-CRUSHED AGGREGATE
- 3 TYPE II 2" MINUS CRUSHED AGGREGATE PER ISPMC SECTION 802 CRUSHED AGGREGATE.
- 4 COMPACT SUBGRADE TO BE APPROVED BY ENGINEER (95% OF STANDARD PROCTOR PER ASTM D-698)
- 5 CEMENT CONCRETE SIDEWALK PER C.O.K. STD. DET. 7. SEE DETAIL ON SHEET RD6.
- 6 CEMENT CONCRETE 6" ROLLED CURB AND GUTTER PER C.O.K. STD. DET. 4. SEE DETAIL ON SHEET RD6.
- 7 POWER, COMMUNICATION AND GAS UTILITIES. SEE IDAHO POWER PLANS FOR LOCATIONS.



REVISIONS	No.	DESCRIPTION	DATE	BY
	1	DRAINAGE REVISION	6/7/21	PLJ

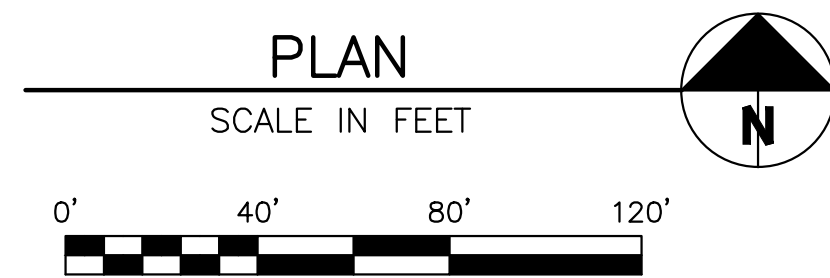
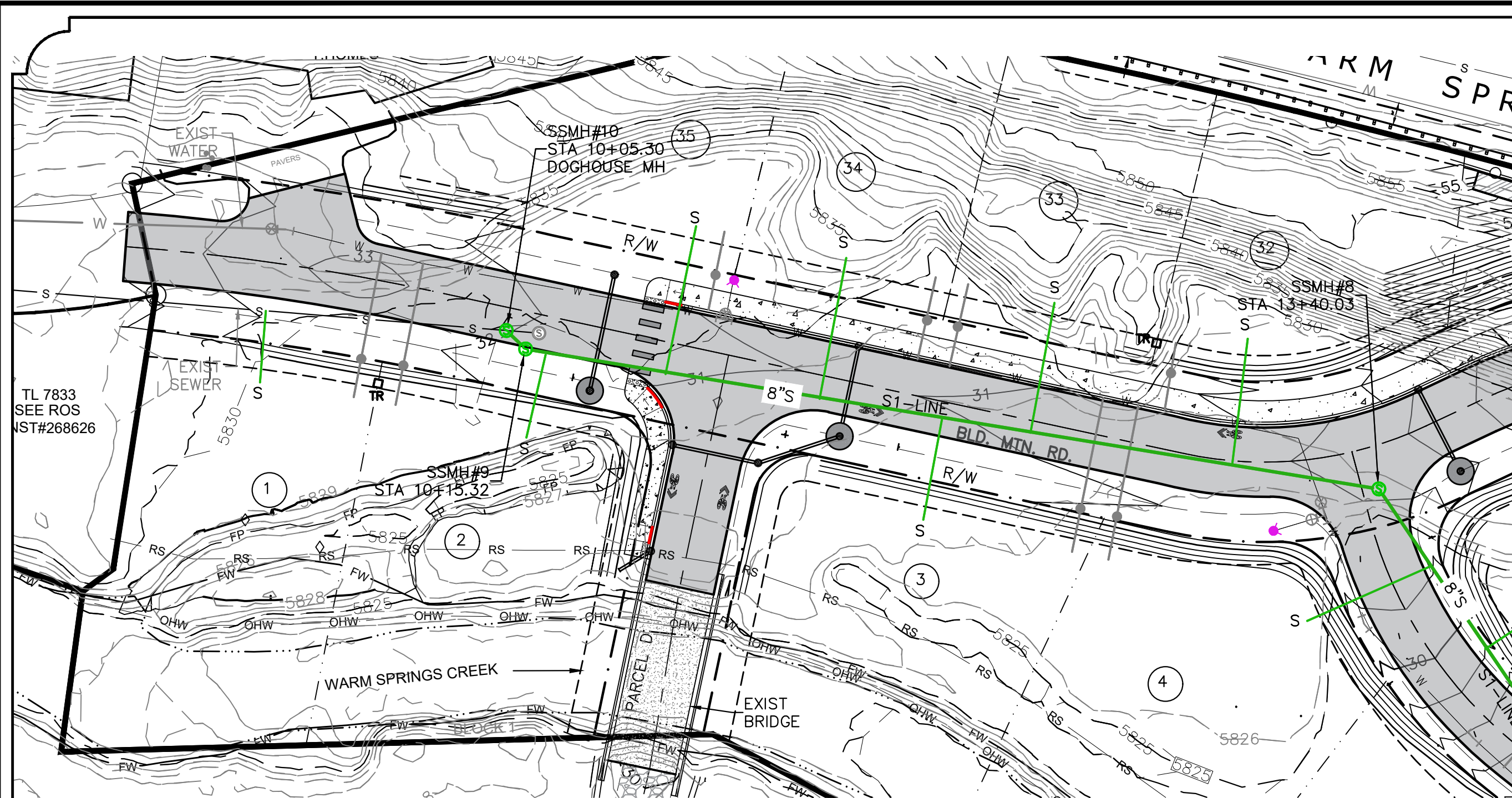


ROAD DETAILS
WARM SPRINGS RANCH: BLOCK 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: CL
DATE: 5/3/2021
PROJECT NO.: 20071

DRAWING NO.

RD5

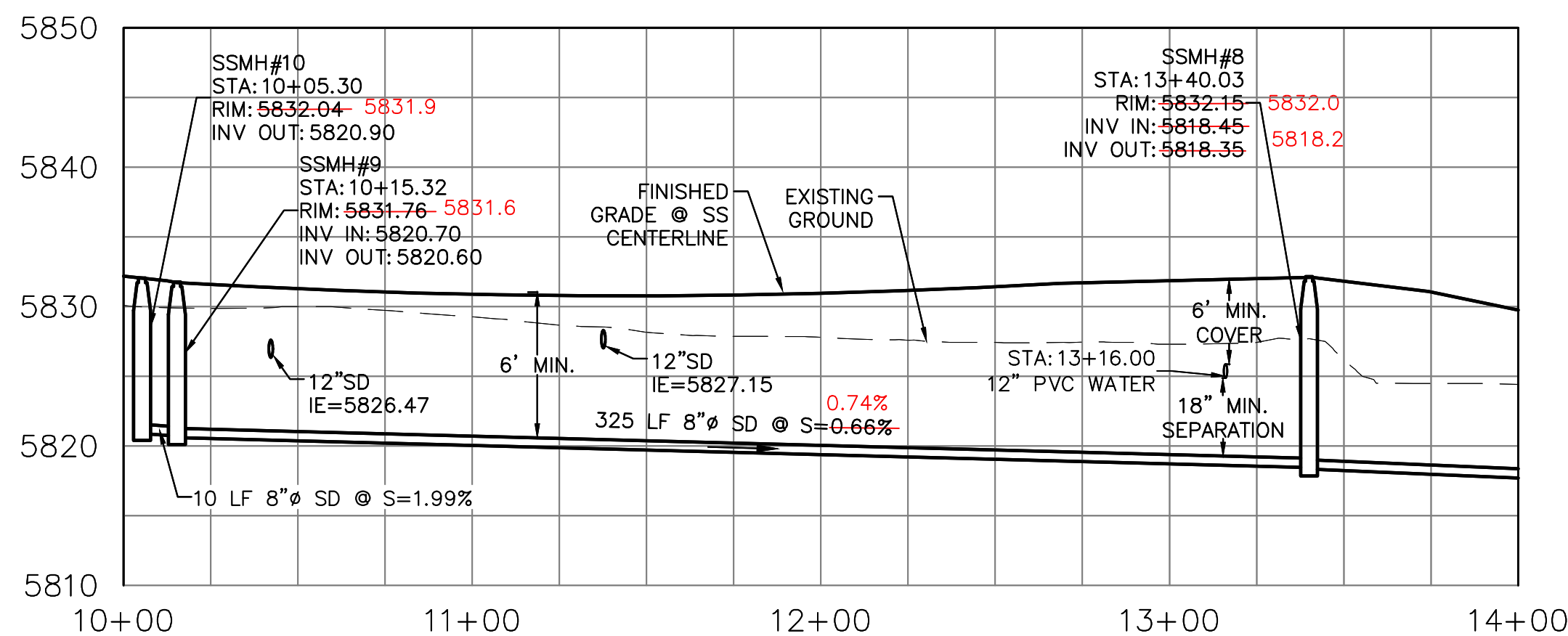


SEWER SERVICE LOCATION	SEWER SERVICE LOCATION	SEWER SERVICE LOCATION
LOT #	STATION (S1-LINE)	LOT # STATION (S2-LINE) LOT # STATION (S3-LINE)
1	EXISTING SEWER	27 51+37.68 25 30+19.28
2	10+23.91	26 51+45.17 31 30+26.03
35	10+69.50	28 52+36.47 24 31+31.67
34	11+28.15	29 52+42.23
3	11+74.73	30 52+69.32
33	12+08.37	
32	12+85.02	
4	13+75.81	

RECORD DRAWINGS

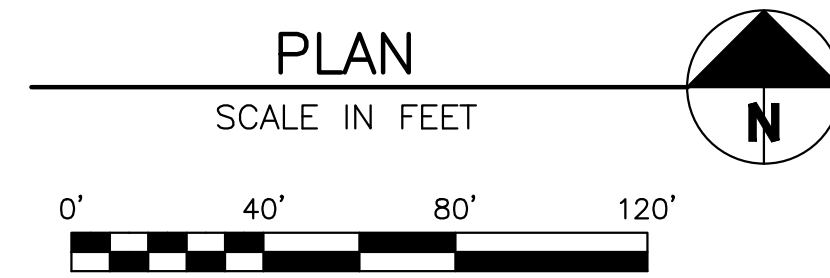
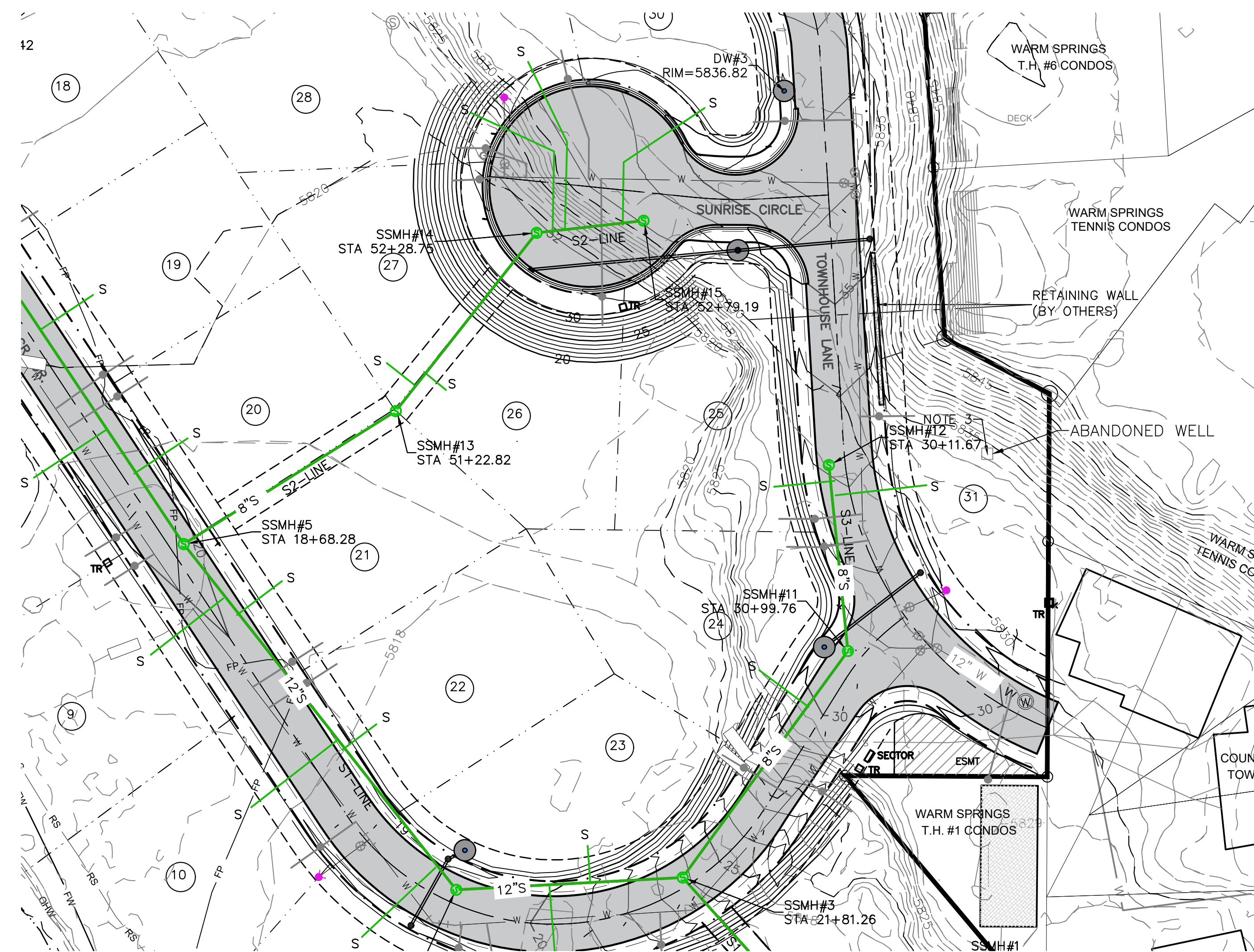
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Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.



SEWER PROFILE (S1-LINE)

HORIZ: 1"=40'
VERT: 1"=10'

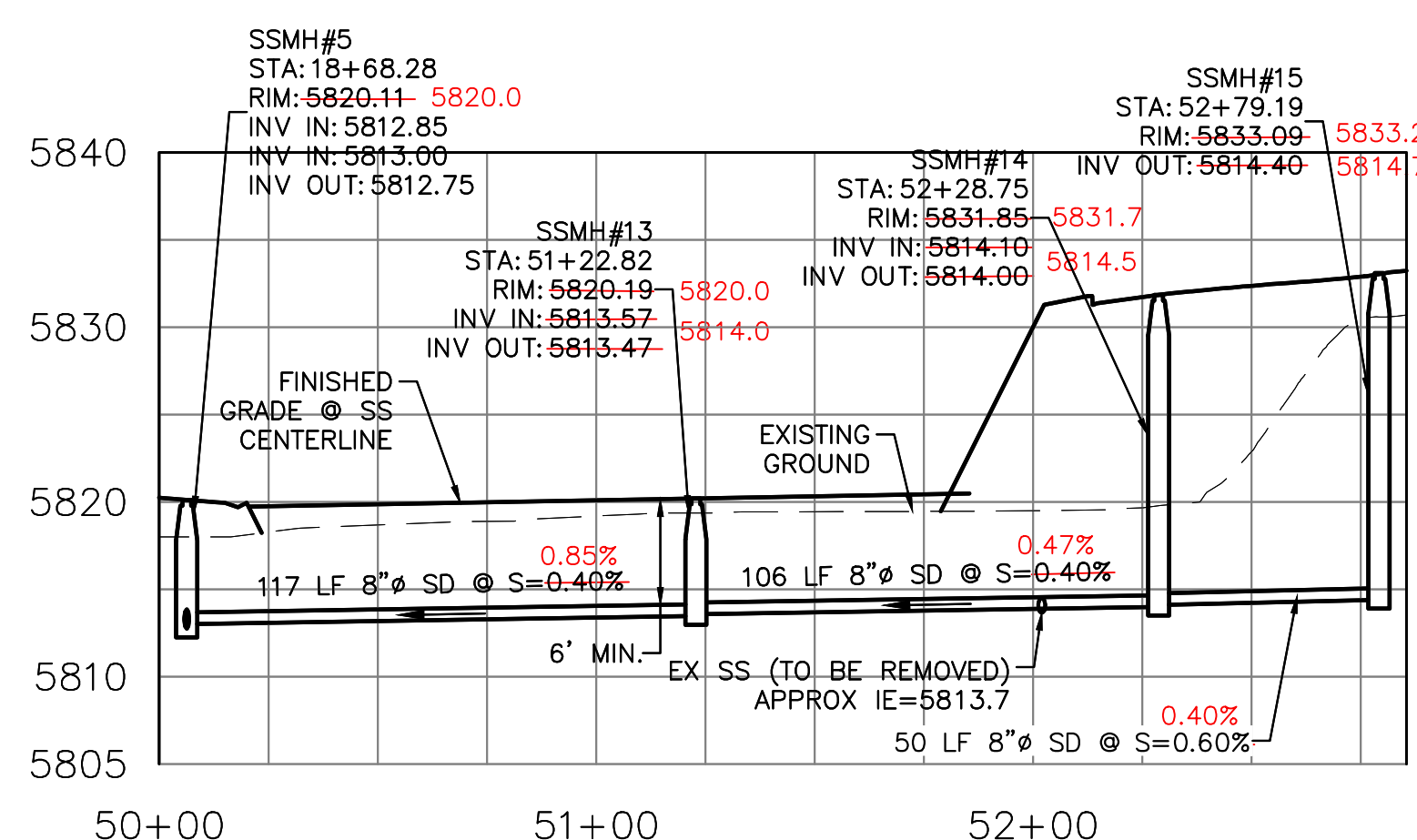


SANITARY SEWER SYSTEM LEGEND

- RIGHT-OF-WAY
- UTILITY EASEMENT
- SEWER MAIN
- SEWER SERVICE
- SEWER MANHOLE
- JOINT UTILITY TRENCH
- TRANSFORMER

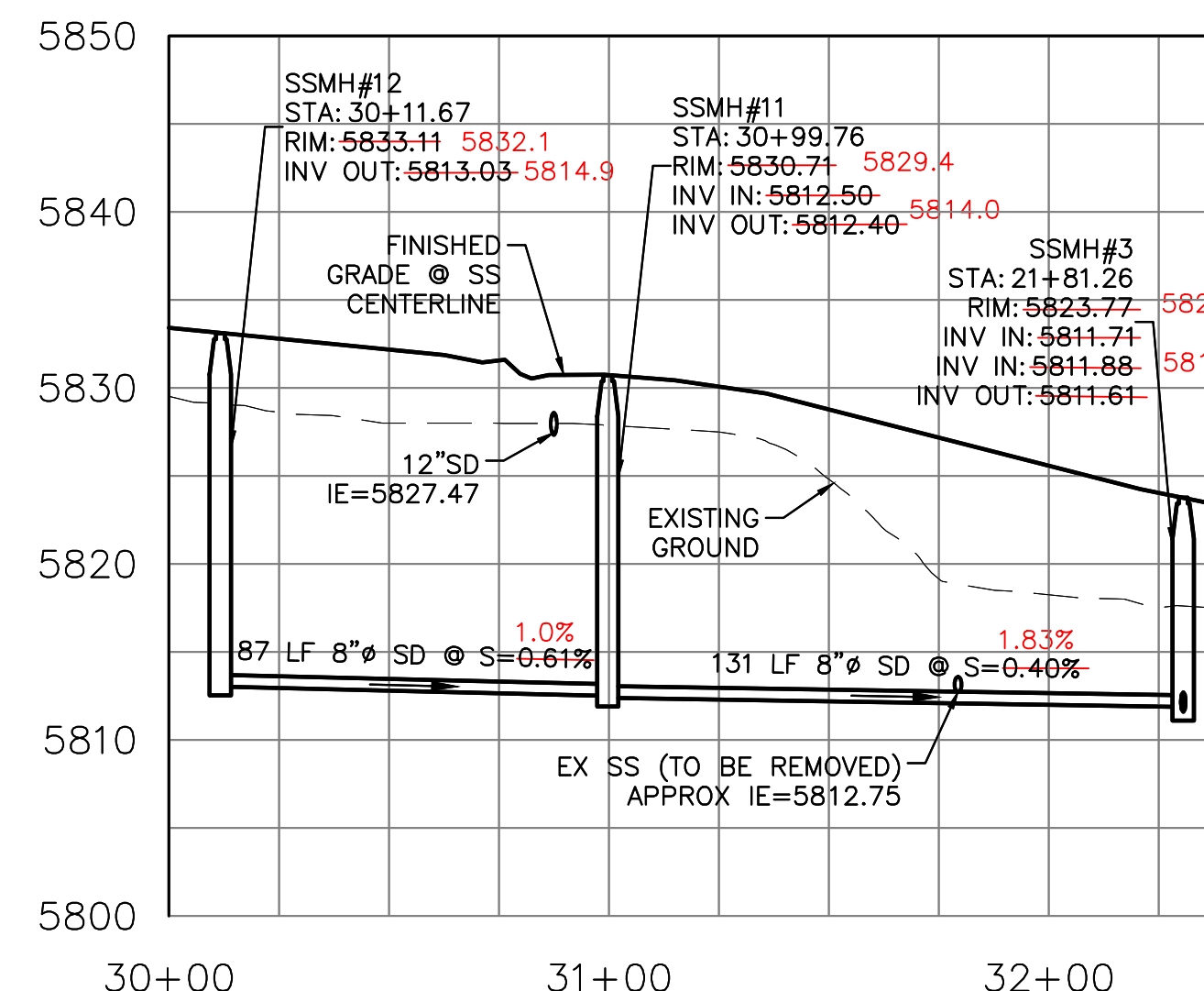
GENERAL NOTES

- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK. THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PROGRAM AT ALL TIMES UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
- ALL WORK SHALL CONFORM TO CITY OF KETCHUM STANDARDS.



SEWER PROFILE (S2-LINE)

HORIZ: 1"=40'
VERT: 1"=10'



SEWER PROFILE (S3-LINE)

HORIZ: 1"=40'
VERT: 1"=10'

PROFESSIONAL ENGINEER
STATE OF IDAHO
PROJ. JOHANNESSEN
17661
5/20/21

REVISIONS	NO.	DESCRIPTION	DATE	BY
	1	CITY COMMENTS	6/11/21	PLJ



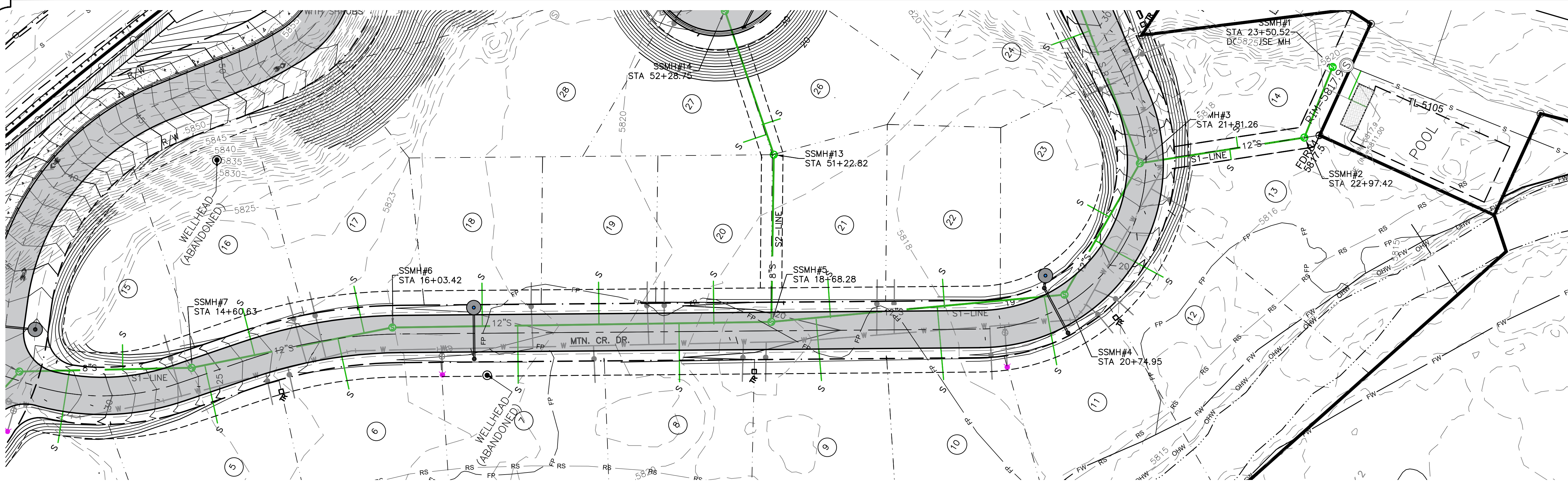
PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

SEWER PLAN & PROFILE
WARM SPRINGS RANCH, BL 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: SB
DATE: 5/20/2021
PROJECT NO.: 20071

DRAWING NO.

UT1



MTN. CREEK DR. SEWER PLAN (S1-LINE)



SEWER SERVICE LOCATION		SEWER SERVICE LOCATION	
LOT #	STATION (S1-LINE)	LOT #	STATION (S2-LINE)
15	14+13.07	20	18+28.83
5	14+70.73	9	19+00.42
16	15+06.20	21	19+10.43
6	15+65.47	10	19+85.37
17	15+84.21	22	19+90.35
18	16+67.28	11	20+60.44
7	16+91.92	12	21+19.26
19	17+48.64	23	21+38.36
8	18+04.56	13	22+45.57
		14	22+51.23

SANITARY SEWER SYSTEM LEGEND

RIGHT-OF-WAY ————

UTILITY EASEMENT ————

SEWER MAIN ————

SEWER SERVICE ————

SEWER MANHOLE ●

JOINT UTILITY TRENCH — UT —

TRANSFORMER □ TR

RECORD DRAWINGS

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Date: 10/11/2021
BENCHMARK ASSOCIATES, P.A.

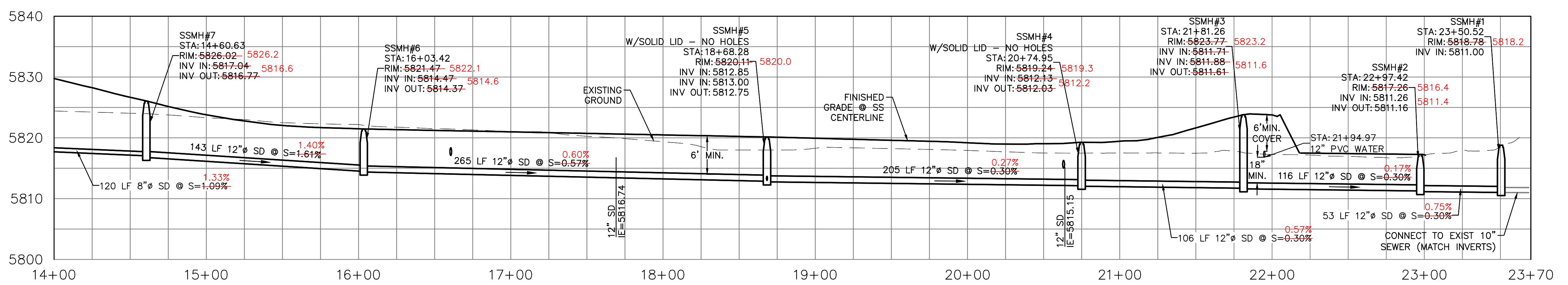
PROFESSIONAL ENGINEER
STATE OF IDAHO
PRICEBE JOHANNESSEN
17661
5/20/21

REVISIONS

No.	DESCRIPTION	DATE	BY
1	CITY COMMENTS	6/11/21	PLJ



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX: 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM



MTN. CREEK DR. SEWER PROFILE (S1-LINE)

HORIZ: 1"=40'
VERT: 1"=10'

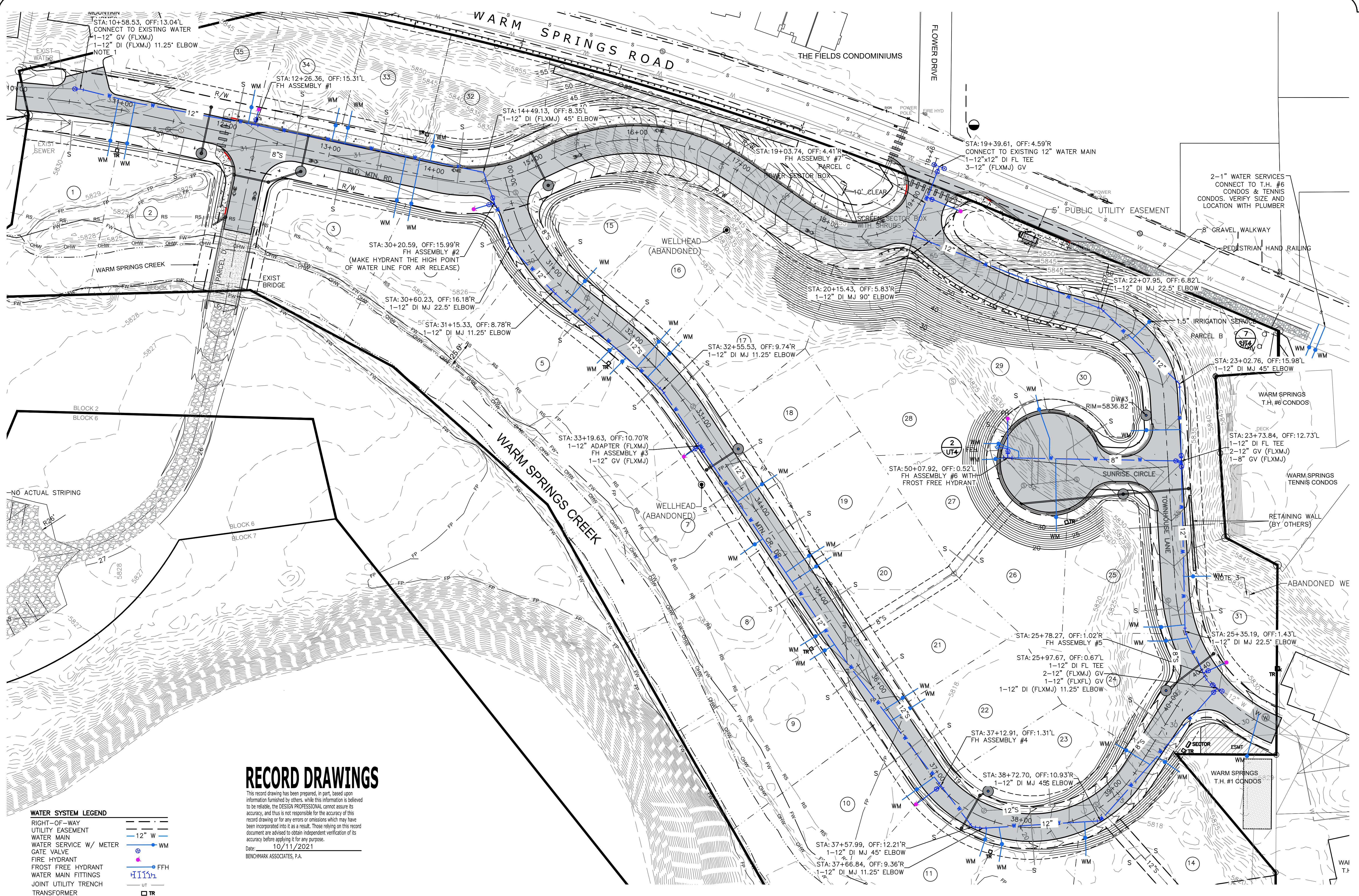
SEWER PLAN & PROFILE

WARM SPRINGS RANCH, BL 1
T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: CL
DATE: 5/20/2021
PROJECT NO.: 20071

DRAWING NO.

UT2



REVISIONS	
No.	DESCRIPTION
1	CITY COMMENTS

BENCHMARK ASSOCIATES

PREPARED BY:
 BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 100 BELL DRIVE
 KETCHUM, IDAHO 83340
 (208) 726-9512
 FAX: 726-9514
 WEB: WWW.BMA5B.COM
 MAIL: WWW.BMA5B.COM

WATER PLAN
 WARM SPRINGS RANCH, BL 1
 T4N, R17E, SEC 12, B.M., CITY OF KETCHUM, IDAHO
 PREPARED FOR: BRENNAN HOLDINGS, LLC.

DRAWN BY:	PLJ
DESIGNED BY:	PLJ
CHECKED BY:	CL
DATE:	5/20/2021
PROJECT NO.:	20071

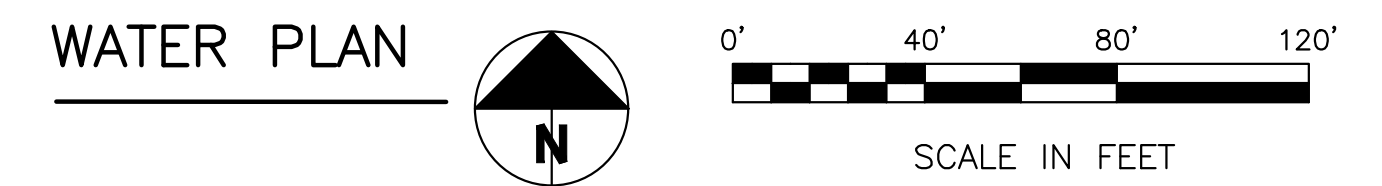
DRAWING NO.
UT3

RECORD DRAWINGS

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 Date: 10/11/2021
 BENCHMARK ASSOCIATES, P.A.

WATER SYSTEM LEGEND

RIGHT-OF-WAY	---
UTILITY EASEMENT	- - -
WATER MAIN	12" W
WATER SERVICE W/ METER	WM
GATE VALVE	⊕
FIRE HYDRANT	⊕
FROST FREE HYDRANT	FFH
WATER MAIN FITTINGS	⊕
JOINT UTILITY TRENCH	UT
TRANSFORMER	□ TR



**BYLAWS
OF
WARM SPRINGS RANCH RESIDENCES OWNERS'
ASSOCIATION, INC.**



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**BYLAWS
OF
WARM SPRINGS RANCH RESIDENCES OWNERS' ASSOCIATION, INC.**

THESE BYLAWS of the Warm Springs Ranch Residences Owners' Association, Inc., an Idaho nonprofit corporation, were adopted and are effective as of the ___ day of _____, 2021. Capitalized terms used and not otherwise defined herein have the meanings set forth on in the Declaration, as defined herein in Section 1.5.

**Article 1
FORMATION OF THE CORPORATION**

Section 1.1 Formation.

On _____, the Corporation was organized as an Idaho nonprofit corporation by executing and delivering the Articles of Incorporation to the Idaho Secretary of State in accordance with and pursuant to the Act.

Section 1.2 Registered Office.

The registered office of the Warm Springs Ranch Residences Owners' Association, Inc. (the "**Corporation**") required by the Idaho Nonprofit Corporation Act ("**Act**") to be continuously maintained in the state of Idaho may, but need not, be the same as any of its principal places of business in the state of Idaho. In any case, the Corporation's registered office shall be the business office of the registered agent required by the Act to be continuously maintained in the state of Idaho. The address of the registered office may be changed from time to time by the Board of Directors or the President of the Corporation by delivering a statement to the Idaho Secretary of State containing the information acquired by the Act or by indicating such change in the annual report required by the Act to be filed with the Secretary of State.

Section 1.3 Principal Office; Other Offices.

The principal office of the Corporation shall be 675 Sun Valley Road, Suite A, Ketchum, Idaho. The Corporation may also have and maintain an office or principal place of business in Idaho, or at such other place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the state of Idaho, as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.4 Corporate Seal.

The Corporation may have a corporate seal, which may be altered at will by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.



Section 1.5 Declaration.

The “**Declaration**” shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions for the Warm Springs Ranch Residences and any amendments or supplements recorded or to be recorded pursuant thereto, and applicable to the development commonly known and referred to as the Warm Springs Ranch Residences located in the County of Blaine, State of Idaho, legally described as set forth in **Exhibit “A”** attached hereto.

Section 1.6 Other Definitions.

Each and every definition set forth in Article 1 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof.

Article 2
MEMBERSHIP; VOTING RIGHTS

The qualification for membership, the classes of membership and the voting rights of members shall be as set forth in Article 5 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full.

Article 3
MEMBERS’ MEETINGS

Section 3.1 Place of Meetings.

The Board of Directors may designate any place, either within or without the state of Idaho, as the place of meeting for any annual meeting or for any special meeting of members called by or at the direction of the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the state of Idaho, as the place for the holding of such meeting. If no place is designated by the Board of Directors or if a special meeting be called otherwise than by or at the direction of the Board of Directors, the place of meeting shall be the principal office of the Corporation.

Section 3.2 Annual Meetings.

The annual meeting of the members of the Corporation shall be held on the fourth Monday (or the following day, should this fall on a legal holiday) in the month of December in each year at 3:00 p.m., at the principal office, or on such other date and at such other time which may from time to time be designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The failure to hold an annual meeting at the time stated or otherwise designated as provided herein shall not affect the validity of any corporate action.



Section 3.3 Special Meetings.

Special meetings of the members of the Corporation may be called at any time, for any purpose or purposes, by a majority of the quorum of the Board of Directors or the President of the Corporation or by the holders of at least twenty five percent (25%) of the votes entitled to be cast on any issue proposed to be considered at the meeting (provided that such holders sign, date and deliver to the Corporation one or more written demands for the meeting describing the purpose(s) for which it is to be held) or by the person or persons authorized to do so by the Articles of Incorporation. Special meetings of the members of the Corporation may not be called by any other person or persons.

Section 3.4 Notice of Meetings.

The Corporation shall notify members of the date, time and place of each annual and special members' meeting and, in case of a special meeting, a description of the purpose or purposes for which the meeting is called, no fewer than ten (10) nor more than sixty (60) days before the meeting date. Unless otherwise required by law or the Articles of Incorporation, the Corporation is required to give notice of a meeting only to members entitled to vote at the meeting. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Only business within the purpose(s) described in the special meeting notice may be conducted at such special meeting. Notice shall be given to each member at either: (i) the address of their respective unit; or (ii) the address supplied by the member to the Corporation.

Section 3.5 Waiver of Notice.

Notice of any meeting of members may be waived in writing, signed by the person entitled to notice thereof and delivered to the Corporation for inclusion in the corporate minutes or filing with the corporate records, either before or after the date and time stated in the notice. A member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and further waives objection to consideration of a particular matter at the meeting that is not within the purpose of purposes described in the meeting notice unless the member objects to considering the matter when it is presented. Any member so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice hereof had been given.

Section 3.6 Quorum.

Unless the Act or the Articles of Incorporation impose a greater requirement, twenty percent (20%) of the votes, represented in person or by proxy, entitled to be cast on a matter shall constitute a quorum. Unless one-third ($\frac{1}{3}$) or more of the voting power is present in person or by proxy, the only matters that may be voted upon at an annual or special meeting of members are those matters that are enumerated in the meeting notice.



Section 3.7 Adjournment and Notice of Adjourned Meetings.

Any meeting of members at which a quorum is not present may be adjourned to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. Any meeting of members at which a quorum is present, whether annual or special, may be adjourned from time to time by the vote of a majority of the votes entitled to be cast at the meeting not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. If an annual or special members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed, however, notice of the adjourned meeting must be given under this Section to persons who are members as of the new record date. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

Section 3.8 Proxies.

At all meetings of members, a member may vote either in person or by proxy. A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form or by an electronic transmission, either personally or by the member's attorney-in-fact. The electronic transmission must contain or be accompanied by information from which one can reasonable verify that the member, the member's agent, or the member's attorney-in-fact authorized the transmission. An appointment of proxy is effective upon receipt, before or at the time of the meeting, by the inspector of election or the officer or agent of the Corporation authorized to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the appointment form, but in no event can be valid for more than three (3) years. An appointment of a proxy is revocable in accordance with the provisions of the Act. The death or incapacity of the member appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the inspector of election or the officer or agent of the Corporation authorized to tabulate votes before the proxy exercises the proxy's authority under the appointment. Subject to the acceptance of votes and to any express limitation on the proxy's authority stated in the appointment form or electronic transmission, the Corporation is entitled to accept the proxy's vote or other action as that of the member making the appointment. Proxy voting shall not be permitted when member votes are solicited by written ballot to be cast without a meeting.

Section 3.9 Voting Rights.

Except as otherwise provided by law, only persons in whose names shares stand on the records of the Corporation on the record date, as provided in these Bylaws, shall be entitled to vote on any matter. Except as otherwise provided in the Declaration or the Articles of Incorporation, each member is entitled to one (1) vote on each matter voted on at a members' meeting. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation or the Act require a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, directors are elected by a plurality of the votes cast by the shares 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 except as provided in the Declaration.

Section 3.10 Corporation's Acceptance of Votes.

1. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Corporation if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
2. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Corporation if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
 - a. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 - b. The name signed purports to be that of an administrator, executor, guardian, or conservator representing the member and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - c. The name signed purports to be that of a receiver or trustee in bankruptcy of the member and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - d. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Corporation requests, evidence acceptable to the Corporation of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - e. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.
3. The Corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the inspector of election or the officer or agent of the Corporation authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

Section 3.11 List of Members.

After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its members who are entitled to notice of such meeting. The list must show the address and the number of votes each member is entitled to. The members' list must be available for inspection by any member, beginning two (2) business days after notice of the meeting is given and continuing through the meeting, at the Corporation's principal office or at a place identified



in the meeting notice in the city where the meeting will be held. A member, a member's agent, or attorney is entitled on written demand to inspect and subject to the requirements of Act, to copy the list, during regular business hours and at the member's expense, during the period it is available for inspection. The Corporation shall make the members' list available at the meeting; and any member, member's agent, or attorney is entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the members list does not affect the validity of action taken at the meeting.

Section 3.12 Conduct of Meeting.

At every meeting of members, the Presidents, or, if a Chairman has not been appointed or is absent, the President or, if the President is absent, the most senior executive officer present, or in the absence of any such officer, a chairman of the meeting chosen by a majority in interest of the members entitled to vote, present in person or by proxy, shall act as chairman. The Secretary shall act as secretary of the meeting. The order of business shall be as follows: (i) roll call; (ii) proof of notice of meeting or waiver of notice; (iii) reading of minutes of preceding meeting; (iv) reports of board of officers; (v) election of directors, if any are to be elected; (vi) unfinished business; and (vii) new business. The meeting shall proceed in parliamentary procedure, as determined and adopted by the Board.

Section 3.13 Action Without Meeting.

Action required or permitted by Act to be taken at a members' meeting may be taken without a meeting if the action is taken by at least eighty percent (80%) of the members entitled to vote on the action. No written consent shall be effective to take the corporate action unless, within sixty (60) days of the earliest date appearing on a consent delivered to the Corporation in the manner required by Section 30-3-49, Idaho Code, written consents signed by at least eighty percent (80%) of the members entitled to vote on the action are received by the corporation. The action must be evidenced by one (1) or more written consents bearing the date of signature and describing the action taken, signed by at least eighty percent (80%) of members entitled to vote on the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

Section 3.14 Nomination of Directors.

Nominations of persons for election to the Board of Directors of this Corporation at the annual meeting of members may be made at such meeting by or at the direction of the Board of Directors, or by any nominating committee or person appointed by the Board of Directors. Election to the Board shall be by secret ballot. At such election, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Bylaws. The candidates receiving the highest number of votes shall be deemed elected.



Article 4 DIRECTORS

Section 4.1 Powers.

All corporate powers shall be exercised by or under the authority, and the business and affairs of the Corporation shall be managed by or under the direction, of the Board of Directors, subject to any limitations set forth in the Articles of Incorporation or any agreement authorized under the Act.

Section 4.2 Variable Range-Size Board; Qualifications.

The authorized number of directors of the Corporation may range between three (3) and seven (7), and the number of directors may be increased or decreased from time to time by amendment to or in the manner provided by law or in these Bylaws by the Board of Directors or the members. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. A director need not be a resident of the state of Idaho or a member of the Corporation unless so required by the Articles of Incorporation. If for any cause the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the members called for that purpose in the manner provided by law or in these Bylaws. The cumulative voting provisions of the Declaration are incorporated by reference.

Section 4.3 Term.

Directors' terms shall be staggered. Directors are elected at each annual meeting of the members and shall serve a term of two (2) years. Despite the expiration of the director's term, a director shall continue to serve until the director's successor is duly elected and qualifies, or until there is a decrease in the number of directors, or until the director's earlier death, resignation or removal.

Section 4.4 Resignation.

A director may resign at any time by delivering written notice to the Board of Directors, its chairman, or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date, in which event the resignation shall become effective at such later time. Unless specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 4.5 Removal by Members.

The member may remove one (1) or more directors with or without cause unless the Articles of Incorporation provide that director may be removed only for cause. If cumulative voting is authorized, a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal. If cumulative voting is not authorized, 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 the director; and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.



Section 4.6 Removal by Board.

The Board shall have the power and authority to remove a Director without cause by the vote of two thirds ($\frac{2}{3}$) of the directors then in office and subject to the provisions of Section 30-3-70, Idaho Code, and declare his or her position vacant if he or she: (i) has been declared of unsound mind by a final court order; (ii) has been convicted of a felony; (iii) fails to attend two consecutive regular meetings of the Board of Directors that have been duly noticed and regularly scheduled; or (iv) becomes more than sixty (60) days delinquent in payment of any assessment.

Section 4.7 Removal Arising out of Court Action.

In the event that there is a final judgment or order of any court concluding that a director has breached his or her duties, the Board shall consult with counsel as to whether or not that court determination requires a declaration of vacancy.

Section 4.8 Newly Created Directorships and Vacancies.

Unless the Articles of Incorporation provide otherwise, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office even if they constitute fewer than a quorum of the authorized Board of Directors or may be filled by the members. A director elected to fill a vacancy shall be elected for the unexpired term of the director's predecessor in office.

Section 4.9 Meetings

1. Regular Meetings. The regular meeting of the Board of Directors shall be held no less than quarterly. Notice of the date, time and place of the meeting of the Board (except emergencies) shall be given to the members at least four (4) days prior to the meeting. Such notice shall be given by posting at the Corporation's office, by mail or delivery of the notice to each residence, email, or by newsletter or similar means of communication, as enumerated in Article 8 herein. Any attendance by a member shall constitute waiver of notice.
2. Place of Meetings. Regular and special meetings of the Board of Directors, or of any committee designated by the Board, may be held at any place within or without the state of Idaho, as determined by the Board.
3. Telephone Meetings. Unless the Articles of Incorporation provide otherwise, any member of the Board of Directors, or of any committee thereof, may participate in a regular or special meeting by, or conduct the meeting through the uses of, any means of conference telephone or similar communications equipment by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at such meeting.
4. Special Meetings. Special meetings of the Board shall be held when called by the president of the Corporation, or by any two (2) directors, after not less than three (3) days prior notice



to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than seventy-two (72) hours prior to the scheduled time of the meeting.

5. Waiver of Notice. A director may waive any notice required by the Act, the Articles of Incorporation or these Bylaws at any time before or after the date and time stated in the notice. Except as otherwise provided, such waiver must be signed by the director and filed with the minutes or corporate records. The attendance of a director at or participation in a meeting shall constitute a waiver of notice of such meeting unless the director, at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting any business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

Section 4.10. Quorum and Voting.

1. Quorum. Unless the Articles of Incorporation or these Bylaws require a greater number or unless otherwise specifically provided by the Act, a quorum of the Board of Directors consists of (a) a majority of the fixed number of directors if the Corporation has a fixed board size or (b) a majority of the number of directors prescribed, or if no number is prescribed the number in office immediately before the meeting begins, if the Corporation has a variable-range size board.
2. Majority Vote. If a quorum is present when a vote is taken, the affirmative vote of the majority of the directors present shall be the act of the Board of Directors, unless the Articles of Incorporation or these Bylaws require the vote of a greater number of directors.

Section 4.11 Action Without a Meeting.

Unless otherwise provided by the Articles of Incorporation or these Bylaws, any action required or permitted by the Act to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board if each Director signs a consent describing the action to be taken and delivers it to the Corporation. Action taken under this Section is the act of the Board of Directors when one or more consents signed by all Directors are delivered to the Corporation. The consent may specify the time at which the action taken thereunder is to be effective. A director's consent may be withdrawn by a revocation signed by the director and delivered to the Corporation prior to the delivery to the Corporation of unrevoked written consents signed by all of the Directors. A consent signed under this Section has the effect of action taken at a meeting of the Board of Directors and may be described as such in any document.

Section 4.12 Conduct of Meetings.

Regular and special meetings of the Board shall be open to all members of the Corporation; provided, however that Corporation members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of the members of the



Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Corporation is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 4.13 Fees and Compensation.

No director shall receive any compensation for any service rendered to the Corporation; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties. All claims for reimbursement must be accompanied by receipt or invoice and signed and dated by the director claiming the expense.

Section 4.14 Standards for Directors.

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

1. One (1) or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent functions performed or the information, opinion, reports, or statements provided;
2. Legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the director reasonably believes are matters:
 - a. Within the particular person's professional or expert competence; or
 - b. As to which the particular person merits confidence; or
 - c. A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence.

Section 4.15 Powers and Duties of Board.

1. Powers. The Board shall have all powers conferred upon the Corporation as set forth herein and, in the Declaration, excepting only those powers expressly reserved to the members.
2. Duties. It shall be the duty of the Board: (i) to cause to be kept a completed record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such statement is requested in writing by members; (ii) to supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed; and (iii) to delegate its powers as provided in the Declaration and these Bylaws.



Section 4.16. Committees

Unless the Articles of Incorporation, the Act, or these Bylaws provide otherwise, the Board of Directors may create one or more committees and appoint one or more members of the Board of Directors to serve on any such committee. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors.

Article 5 OFFICERS

Section 5.1 Offices Designated.

The offices of the Corporation may consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be designated by the Board of Directors in accordance with these Bylaws. The Board of Directors or the President may appoint such other officers as may be deemed necessary or desirable. With the exception of the Secretary and Treasurer, as well as additional appointed offices, no officer may simultaneously hold more than one office. The President and Vice President shall at all times be members of the Board.

Section 5.2 Tenure and Duties of Officers.

1. Election of Officers. The election of officers shall take place annually at the meeting of the Board following each annual meeting of the members.
2. Term of Office. Each officer shall hold office for one year unless the officer shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.
3. The President. The President shall be the principal executive officer of the Corporation and subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Board of Directors and shall see that all orders or resolutions of the Board are carried out. The President may sign all leases, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed.
4. The Vice President. In the absence of the President or in the event of the President's removal, resignation, death, or inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President, and shall perform other duties as from time to time may be assigned to the Vice President by the Board of Directors.
5. The Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for



all funds of the Corporation; (ii) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories; (iii) co-sign all checks and promissory notes of the Corporation; (iv) keep proper books of account; (v) cause an annual operating statement reflecting income and expenditures of the Corporation for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year; and (vi) cause an annual budget to be prepared and presented to each member.

6. The Secretary. The Secretary shall: (i) attend all meetings and keep the minutes of the meetings and other proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of and responsible for maintenance and authentication of the corporate records as required to be kept pursuant to the Act; (iv) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (v) in general perform all duties commonly incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Section 5.3 Resignations.

Any officer may resign at any time by delivering written notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date time, in which event the resignation shall become effective at such later time. If the Board or appointing officer accepts the future effective time, the Board or the appointing officer may fill the pending vacancy before the effective time if the Board or the appointing officer provides that the successor does not take office until the effective time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 5.4 Removal.

An officer may be removed at any time without or without cause by the Board of Directors, or by any other officer if authorized by these Bylaws or the Board.

Section 5.5 Compensation.

No officer shall receive any compensation for any service rendered to the Corporation; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties. All claims for reimbursement must be accompanied by receipt or invoice and signed and dated by the officer claiming the expense.

Section 5.6 Standards of Conduct.

1. An officer when performing in such capacity, shall act:
 - a. In good faith;
 - b. With the care that a person in a like position would reasonably exercise under similar circumstances; and



- c. In a manner the officer reasonably believes to be in the best interests of the Corporation.
2. In discharging those duties an officer who does not have knowledge that makes reliance unwarranted, is entitled to rely on:
 - a. The performance of properly delegated responsibilities by one (1) or more employees of the Corporation whom the officer reasonably believes to be reliable and competent in performing the responsibilities delegated; or
 - b. Legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skill or expertise the officer reasonably believes are matters:
 - i. Within the particular person’s professional or expert competence; or
 - ii. As to which the particular person merits confidence.
 3. An officer shall not be liable to the Corporation or its members for any decision to take or not to take action; or any failure to act, as an officer, if the duties of the office are performed in compliance with this section. Whether an officer who does not comply with this section shall have liability will depend in such instance on applicable law, including those principles of section 30-3-85, Idaho Code, that have relevance.

Section 5.7 Joint Signatures.

Unless the Board authorizes more stringent requirements, any check or other negotiable instrument issued by the Corporation shall require the joint signatures of any two of the following officers: the president, the chief financial officer, and the secretary, provided that under all circumstances the withdrawal of any money from the Corporation reserve accounts shall require the signatures of at least two people who shall either be members of the board or one member of the Board and one officer who is not a member of the Board. For all purposes herein, “reserve account” shall mean money that the Corporation’s Board has identified from its annual budget for use to defray the future repair of, replacement of, or additions to those major components that the Corporation is obligated to maintain.

**Article 6
ASSESSMENTS**

Section 6.1 Liability for Assessments; Collection.

As more fully provided in Article VI of the Declaration, each member is obliged to pay to the Corporation annual and special assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein.



Article 7
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.1 Scope of Indemnification.

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

Section 7.2 Mandatory Indemnification of Directors.

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

Section 7.3 Further Indemnification of Directors.

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



Section 7.4 Advance for Expenses.

1. The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding if the director delivers to the Corporation:
 - a. A written affirmative of the director’s good faith belief that the director has met the relevant standard of conduct described in Section 7.3; and
 - b. The director’s written undertaking to repay any funds advanced if the director is not entitled to mandatory indemnification, and it is ultimately determined that s/he has not met the relevant standard of conduct described in Section 7.3.
2. The undertaking required by subsection (1)(b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

Section 7.5 Determination of Indemnification.

1. The Corporation may not indemnify a director under Section 7.3, unless a determination has been made that indemnification of the director is permissible because the director has met the relevant standard of conduct set forth in Section 7.3.
2. The determination shall be made in accordance with Section 30-3-88(4), Idaho Code.

Section 7.6 Indemnification of Officers.

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

Section 7.7 Insurance.

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

Section 7.8 Definitions.

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



Section 7.9 Amendments.

Any repeal or modification of this Article 7 shall only be prospective and shall not affect the rights under this Article 7 in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any director or officer.

Section 7.10 Saving Clause.

If this Article 7 of these Bylaws or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and may nevertheless indemnify each officer to the full extent permitted by any applicable portion of this Article 7 that shall not have been invalidated, or by any other applicable law.

**Article 7
NOTICES**

Section 8.1 Methods of Notice.

1. Any notice under the Act or these Bylaws must be in writing unless oral notice is reasonable under circumstances. Notice by electronic transmission is written notice.
2. If oral notice is deemed reasonable, it may be communicated in person; by mail or other method of delivery; or by telephone, voice mail or other electronic means. If these forms of personal notice are impracticable, notice may be communicated by newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication.
3. It shall not be necessary that the same method of giving notice be employed in respect of all directors or members: One permissible method may be employed in respect of any one or more directors or members; and any other permissible method or methods may be employed in respect of any other or others.

Section 8.2 Notice to Corporation.

Written notice to the Corporation may be addressed to its registered agent at its registered office or to the Corporation or its Secretary at its principal office shown in its most recent annual report filed with the Idaho Secretary of State.

Section 8.3 Effective Date of Notice.

1. Written notice by the Corporation to its member, if in a comprehensible form, is effective:
 - a. Upon deposit in the United States mail, if mailed postpaid and correctly addressed to the member's address shown in the Corporation's current record of members, or
 - b. When electronically transmitted to the member in a manner authorized by the member.



2. Except as provided above, written notice, if in a comprehensible form, is effective at the earliest of the following:
 - a. When received;
 - b. Five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed;
 - c. On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.
3. Oral notice is effective when communicated if communicated in a comprehensible manner.

Section 8.4 Address Unknown.

If no address of a member or director be known, notice may be sent to the office of the Corporation required to be maintained pursuant to Section 8.2.

Section 8.5 Affidavit of Mailing.

An affidavit of mailing, executed by a duly authorized and competent employee of the Corporation, specifying the name and address or the names and addresses of the member or members, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall be conclusive evidence of the statements therein contained.

Section 8.6 Failure to Receive Notice.

The period or limitation of time within which any member may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent to the member in the manner above provided, shall not be affected or extended in any manner by the failure of such member or such director to receive such notice.

Section 8.7 Exception to Notice Requirement.

1. Whenever notice is required to be given under any provision of this chapter to any member, such notice shall not be required to be given if notice of two consecutive annual meetings, and all notices of meetings during the period between such two consecutive annual meetings, have been sent to such member at such member's address as shown on the records of the Corporation and have been returned undeliverable.
2. If any such member shall deliver to the Corporation a written notice setting forth such member's then-current address, the requirement that notice be given to such member shall be reinstated.



Article 9

RECORD AND REPORTS

Section 9.1 Corporate Records.

1. The Corporation shall keep as permanent records minutes of all meetings of its members and Board of Directors, a record of all actions taken by the members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation.
2. The Corporation shall maintain appropriate accounting records.
3. The Corporation or its agent shall maintain a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class of shares showing the number and class of shares held by each.
4. The Corporation shall keep a copy of the following records at its principal office:
 - a. Its Articles of Incorporation and all amendments to them currently in effect; and
 - b. Its Bylaws and all amendments to them currently in effect.

Article 10

GENERAL PROVISIONS

Section 10.1 Amendment by Board of Directors or Members.

1. The Corporation's members may amend or repeal these Bylaws only with the vote or written consent of members entitled to cast at least fifty-one percent (51%) of the voting power of the Corporation. Notwithstanding the aforementioned, the percentage of the voting power of the Corporation or of members necessary to amend a specific clause of provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.
2. The Board of Directors may amend or repeal these Bylaws unless:
 - a. The Articles of Incorporation or the Act reserve this that power exclusively to the members in whole or part, or
 - b. The members in amending or repealing or adopting a bylaw expressly provide that the Board of Directors may not amend, or repeal, or reinstate that bylaw.

Section 10.2 Interpretation; Severability.

These Bylaws may contain any provision for managing the business and regulating the affairs of the Corporation that is not inconsistent with law, the Declaration, or the Articles of Incorporation. In the event any provision of these Bylaws is inconsistent with law, the Declaration, or the Articles of Incorporation, such law, Declaration, or Articles of Incorporation shall govern. If any one or more of the provisions contained in these Bylaws, or any application thereof, shall be invalid,



illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

Section 10.3 Fiscal Year.

The fiscal year of the Corporation shall be the same as a calendar year unless a different fiscal year is adopted by the members at a duly constituted meeting thereof.

Section 10.4 Proof of Membership.

No person shall exercise their rights of membership in the Corporation until satisfactory proof thereof has been furnished to the Secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a condominium entitling the individual to membership. Such deed of policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

Section 10.5 Absentee Ballots.

The Board may make such provisions as it may consider necessary or desirable for absentee ballots.

Section 10.6 Reserves.

Any amounts collected by or paid to the Corporation in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts. These sums may include amounts collected by Declarants from owners through purchase escrows representing capital contribution by such owners to the Corporation.

The foregoing Bylaws of the Warm Springs Ranch Owners' Association, Inc., an Idaho nonprofit Corporation, were adopted by the Board of Directors of the Corporation effective on the ____ day of _____, 2021.

Secretary



**DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WARM SPRINGS RANCH RESIDENCES**



**DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WARM SPRINGS RANCH RESIDENCES**

This Declaration (“Declaration”) is made this ____ day of _____, ____, by BRENNAN HOLDINGS NO. 300, LLC, an Idaho limited liability company, (hereafter referred to as “Declarant”), with reference to the following facts:

RECITALS

- A. The Declarant is the owner of all that real property described in Section 1.08; and
- B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of Ketchum, Idaho and the statutes of the State of Idaho; and
- C. The subdivision plat map for said real property was filed in the office of the Recorder of the County of Blaine, State of Idaho on _____, 2021 as Instrument Number _____.

NOW THEREFORE, it is hereby declared that the Warm Springs Ranch Residences and all real property, parcels, lots, and common area now or hereafter situated, and all other real property made subject to this Declaration shall all be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions and equitable servitudes set forth or provided for, which shall run with the land and be binding upon, and benefit, all parties now or having or acquiring any right, title or interest in and to Warm Springs Ranch, or to any part.

**Article 1
DEFINITIONS**

- 1.1 “**Association**” shall mean the Warm Springs Ranch Residences Owners’ Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho and composed of the Owners of the Lots as may be annexed hereto in accordance with the provisions of this Declaration.
- 1.2 “**Building Envelope**” shall refer to the designated area in each Lot shown on the Subdivision Map.
- 1.3 “**Common Area**” shall refer to an area, including easements shown on the Subdivision Map herein referred to or shown on a recorded instrument and such additional area as may be annexed hereto in accordance with the provisions of this declaration.
- 1.4 “**Declarant**” shall mean Brennan Holdings No. 300, LLC, an Idaho limited liability company, and its successors and assigns.



- 1.5 “**Committee**” shall mean the Design Review Committee established under Article 4 hereof.
- 1.6 “**Lot**” shall mean the numbered Lots shown on the subdivision plat map, whether improved or unimproved
- 1.7 “**Owner**” shall mean and refer to the record owner, whether one or more persons of the fee simple title of any of the numbered Lots above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation.
- 1.8 “**Period of Declarant Control**” shall mean the period of time during which the Declarant is entitled to special rights to exercise its control over the Property.
- 1.9 “**Property**” shall mean all of the land described in Exhibit A attached hereto and any property which may hereafter be subject to this Declaration by execution and recordation of a supplemental declaration.
- 1.10 “**Residence**” shall mean a single-family dwelling constructed on a Lot.
- 1.11 “**Subdivision Map**” or “**Plat**” shall mean the map or plat for the Warm Springs Ranch Residences recorded in the office of the Blaine County, Idaho recorder.

Article 2 USE REGULATIONS AND RESTRICTIONS

- 2.1
- (a) No use whatsoever shall be made of any Lot except its use and improvement for a single-family private residence. Lots owned by Declarant, or its nominee may be used as offices for the purpose of developing or selling the Lots.
- (b) No more than one Residence shall be erected or maintained on any one Lot together with no more than one detached outbuilding per Lot. One outbuilding per Lot may contain a temporary dwelling for guests. Two or more adjoining Lots, which are under the same ownership, may be combined and developed as one Lot. Setback lines along the common boundary line of the combined parcels may be removed with the written consent of the Committee, if the Committee finds and determines that any improvements to be constructed within these setback lines will not cause unreasonable diminution of the view from other Lots. If setback lines are removed or easements changed along the common boundary lines of combined Lots, the combined Lots shall be deemed one Lot and may not thereafter be split and developed as two Lots but shall be developed as, and remain, a single Lot. All structures must be erected within the designated Building Envelope.
- (c) No trailer or garage shall be used as a temporary or permanent residence, nor shall any residential structure be moved onto a Lot from any other location. When the erection of any



structure is begun, the work thereon must be prosecuted diligently, and said structure must be completed within eighteen months.

- (d) Every Owner of a Lot shall at all times keep the exterior of any Residence and appurtenant exterior decks, sidewalks, porches and patios in good condition and repair, and shall not let the condition thereof deteriorate to the point where the Board of Directors of the Association, in its sole judgment, deems it to have a negative impact on the value, use or enjoyment of other residences or the Common Area. For the common good of all Owners, it is the intent of this provision to keep all residences and related improvements in a first-class manner, consistent with the condition and character of similar residential developments. Upon the failure of any Owner to complete needed exterior maintenance and repairs after notice to do so by the Association, every Owner, by accepting a deed to a Lot, is deemed to grant unto the Association the necessary permission and access to said Lot and residence to permit the Association, or its designated agents, to complete the necessary exterior repairs and maintenance, and to consent to assessment by the Association to recover any costs reasonably incurred therefor. Further, unless otherwise agreed to in writing by the Board of Directors of the Association, maintenance of all landscaping in the Common Area and on Lots, including watering, replacement and maintenance of lawns, shrubs, trees, flowers and other vegetation and landscaping features and facilities, shall be within the sole responsibility and jurisdiction of the Association as set forth more particularly in Article 5, Section 6.
- (e) The Association shall have no obligation to insure any Lot, Residence or other improvement on a Lot or appurtenant to it or any contents of it, against any casualty, loss, damage or liability. Each Owner shall be solely responsible to determine, obtain and pay for any desired fire insurance, casualty insurance, liability insurance, or other coverage relating to their respective Lots, Residence, and other improvement on a Lot, and any contents or personal property situated on it, and all activities conducted or otherwise occurring on it.
- (f) Every Owner, by accepting a deed to a Lot, has granted to the Association an easement over all portions of said Lot that front the street, not improved with a Residence, structure or driveway, exclusively for the purpose of permitting the deposit on a Lot of snow removed from the roads that front lots.
- (g) Every Owner understands and agrees that any third-party rental of any Residence must be for a duration of 30 days or longer. Third-party rental of any Residence of less than 30 days is specifically prohibited.
- (h) No trailer, boat or camper shall be kept on a Lot except within an enclosed building or screened from public view from outside the Lot.
- (i) No sign of any kind except political signs as defined in Idaho Code Section 55-115(5) shall be displayed to the public view on any Lot or Common Area except as permitted by the Committee. The Committee may adopt reasonable rules, subject to applicable law or ordinances, regarding the time, size, place, number and manner of display of political signs.



- (j) Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mailboxes, the type of box and/or cluster arrangement shall be determined and/or approved by the Committee and rules for maintenance established by the Association.
- (k) No Lot shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition and shall not be exposed to public view.
- (l) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and repair.
- (m) Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- (n) No commercial or industrial trucks, trailers or vehicles shall be stored or parked on any Lot or on any of the streets fronting on any Lot except within the garage or in conjunction with residential deliveries.
- (o) Domestic pets may be kept on each Lot subject to the limitations of applicable law. No livestock or farm animals or livestock may be kept on any Lot. Dogs when outside must at all times be in an enclosed yard, kennel, leashed, or under the Owner's supervision. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a determination by the Board of Directors of the Association that said animal created a nuisance.
- (p) All utilities upon any Lot for the transmission of utilities, telephone service, the reception or audio or visual signals or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground.
- (q) No activities shall be conducted on any Lot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property, without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot. No open fires shall be lighted or permitted on any Lot, except while under the direct supervision, control and surveillance of the Lot owner; provided, however, burning trash, garbage and other refuse is prohibited.



2.2 Nothing in this Declaration shall limit the right of Declarant to complete excavation, grading and construction of improvements to any Common Area, or any other area or property within the Property owned or controlled by Declarant, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property so long as any Lot owned by Declarant remains unsold, or to use any structure as a model home or real estate sales or leasing office. The rights of Declarant hereunder and elsewhere in this Declaration may be assigned by Declarant.

Article 3 COMMON AREA

- 3.1 Except for Bald Mountain Road, all roads as shown on the recorded plat shall be private non-public roads title to which shall be conveyed by Declarant to the Association as Common Area on or before the date of recordation of the final plat. Parcels A, B, C and D are designated as Common Area and title to each shall be conveyed by Declarant to the Association on or before the date of recordation of the final plat.
- 3.2 All operational, maintenance and improvement expenses connected with the Common Area shall be shared on an equal basis by the members of the Association. Each Lot owner's share of Common Area expenses shall be computed by the total number of Lots in the subdivision, divided by the number of Lots owned by the Owner.
- 3.3 Subject to following provisions and limitations, each Owner shall have a non-exclusive right and easement of enjoyment, in common with all other Owners, in and to any Common Area, and such right and easement shall be appurtenant to and pass with the title to each Lot:
- a) The right of the Association to charge or assess reasonable fees for the use and maintenance of any Common Area or other property owned by the Association.
 - b) The right of the Association to suspend the voting rights and right to use Common Area by an Owner for any period during which said Owner remains in violation of this Declaration, including without limitation being delinquent in the payment of any assessment duly levied by the Association against any Lot or Owner.
 - c) The right of the Association to promulgate reasonable rules and regulations governing the use and enjoyment of Lots and Common Area by Owners, their family members, guests and invitees.
 - d) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of further improving Common Area and related facilities; and to place a mortgage, deed of trust or other security instrument upon the Common Area in order to secure such a loan for that purpose.
 - e) The right of the Association to dedicate or transfer all or any part of the Common Area, or any interest in it, to any person, entity, public agency, authority or utility for such purposes



and subject to such conditions as the Board of Directors of the Association may deem appropriate, consistent with the requirement that the Association hold, manage, use, convey and hypothecate the Common Area solely for the benefit of the Owners. Notwithstanding the foregoing, no conveyance of any portion of the Common Area in excess of 10,000 square feet shall be conveyed in fee simple by the Association without the prior written consent of two thirds of its Members, nor shall the Association be entitled to re-subdivide any portion of the Common Area for the purpose of establishing any additional residential or commercial lots or development parcels.

- 3.4 The Association may, from time to time, further modify, improve or equip the Common Area for the benefit of the Owners, and make such Assessments or borrow such funds therefor as may be reasonably necessary, subject to the provisions and limitations set forth in this Declaration.
- 3.5 In the event of damage to or destruction of the property of the Association, or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment in accordance with the provisions of this declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such special assessment is not in addition to any other regular assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the Owners representing more than fifty percent (50%) of all the Lots after the plans for any repairs or reconstruction have been approved by the Association.

Article 4

DESIGN CONTROL

- 4.1 No improvement, alteration or change to the exterior of any Lot or residence, or any appurtenant exterior appurtenance, such as decks, porches, patios, and exterior colors shall be constructed, installed or completed (collectively referred to as "Proposed Development") until the plans and specifications have been submitted to, and approved in writing by, the Warm Springs Ranch Design Review Committee (the "Committee"). All plans and specifications for Proposed Development shall be evaluated as to compliance with this Declaration, harmony and compatibility with the external design of other residences and the location of any Proposed Development in relation to surrounding structures, topography and neighborhood design characteristics.
- 4.2 Appointments to the Committee shall be made by the Board of Directors of the Association, and members shall serve at the pleasure of said Board of Directors. Members may, but need not, be Owners. A majority of the Committee shall constitute a quorum for the transaction of business



at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the Committee.

4.3 The Committee shall have the following powers and duties:

- a. To make rules that are consistent with this Declaration, including without limitation the following criteria for review of a Proposed Development:
 1. The Proposed Development conforms to the Declaration,
 2. The Proposed Development is in harmony with the surrounding development on Lots
 3. The Proposed Development will not adversely impact surrounding Lots,
 4. The Proposed Development will not unduly or unnecessarily obstruct existing view corridors from other Lots.
 5. The Proposed Development will not unduly interfere with the privacy of surrounding Lots,
 6. The Proposed Development will be adequately served by either improvements to existing infrastructure or proposed infrastructure within Warm Springs Ranch Block 1 to be paid for solely by the Owner of a Lot, such as roads and utility services,
 7. The proposed plan provides for pedestrian access, parking on a Lot, allows for snow removal and/or storage, provides for safe and convenient circulation and is designed to minimize adverse impact upon Lots with regard to noise, lights and visual impact.
 8. Landscaping provides relief and screening as necessary, and
 9. The Proposed Development meets any and all other reasonable standards, criteria and factors deemed appropriate in the Committee's sole discretion given the nature, character and location of the Proposed Development.
- b. The Committee shall establish guidelines for the submission to the Committee of complete sets of plans and specifications and samples of building materials and any other materials reasonably necessary to evaluate any Proposed Development.
- c. The Committee shall establish procedures for the review of any Proposed Development. All decisions of the Committee shall at the very least be submitted in writing to the applicant and signed by all members of the Committee participating in such decision. In the event that the Committee fails to approve or disapprove any plans or specifications requested within 60 days after Final Plan Submittal, together with all additional information, plans or specifications requested by the Committee as outlined in the Warm Springs Ranch Design Review Guidelines, approval of the Committee shall conclusively be deemed to have been given.
- d. The Committee, within the Warm Springs Ranch Design Review Guidelines, has instituted a fee structure, as necessary from time-to-time amended by the Committee, in amounts



reasonably calculated to defray the costs incurred in reviewing Proposed Development plans, including the costs incurred for the services of any architects, engineers or other professional consultants retained by the Committee to assist it in the review process.

- e. The Committee may obtain, and pay for, the services of architects, engineers or other professional consultants which the Committee deems necessary or appropriate to assist in the review process.

4.4 The Committee shall have complete discretion to approve or disapprove any change in the existing state of the Property and shall exercise such discretion with the following objective in mind among others: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any supplemental declaration to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions. The Committee is authorized, subject to approval by the Association, to adopt and implement rules and regulations to govern its operations and describing design goals and requirements.

4.5 Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of the Property, the Owner of a Lot shall advise the Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review. After the nature and scope of a proposed change in the existing state of the Property is determined and prior to the commencement of work to accomplish such change, the Owner shall furnish the Committee with three copies of a complete and full description of the proposed change in writing and with final working drawings, drawn to such scale as may be reasonably required by the Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Lot, which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change.



- 4.6 After approval by the Committee of any proposed change in the existing state of the Property, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications therefor given to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Lot shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Lot at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Lot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Lot has not been approved or that any approval given has been automatically revoked.

Article 5

ESTABLISHMENT AND ORGANIZATION OF ASSOCIATION

- 5.1 The Warm Springs Ranch Residences Owner's Association, Inc., shall be incorporated as an Idaho nonprofit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation, and the provisions of this Declaration with respect thereto are for general descriptive purposes only. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, and (b) to assure the functions and obligations imposed on it or contemplated for it under this Declaration.
- 5.2 The Association shall be governed by a Board composed of at least three and not more than five Directors, all of whom shall be elected at the first annual meeting.
- 5.3 Regular meetings of the Association will be held at the time and in the place prescribed by the Bylaws. The first annual meeting shall be held within ninety (90) days after the closing of the sale of the Lot representing the fifty-first (51st) percentile interest of the Lots described herein but in no event later than twelve (12) months after sale of the first Lot.
- 5.4 Each Owner of each Lot is subject to assessment by the Association and shall be a member of the Association. Said membership shall be appurtenant to and shall not be severed from the Lot.
- 5.5 The Association shall have two classes of voting membership:

Class A.

Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.



Class B.

The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of the later of any of the following events:

- a. when the total votes outstanding in the Class A membership in the Association equal the total votes outstanding in the Class B membership in said Association;
- b. the tenth anniversary of the recording of this Declaration.

- 5.6 All elections shall be by secret ballot. Cumulative voting procedures shall be prescribed at all elections at which more than one position on the governing body is to be filled.
- 5.7 So long as there are two classes of membership, not less than twenty percent (20%) of the membership in the governing body shall be elected solely by the votes of the Class A members.
- 5.8 Regular meetings of the Directors shall be held at least quarterly.
- 5.9 Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated and signed by the Owners and filed with the Board of Directors before commencement of any meeting. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Owners of his or their Lot or upon death or incapacity of the member executing the proxy statement.
- 5.10 Where the vote or written assent of the membership is required for any action contemplated herein, such action shall require the prescribed percentage of each class of voters during the time there are two classes of membership.
- 5.11 The Association shall obtain, pay for and maintain in force the following types of insurance:
 - a. Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Area of Common Responsibility to the extent the Association has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at a reasonable cost, then “broad form” coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements.
 - b. Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage; provided, however, that should additional



coverage and higher limits be available at reasonable cost as reasonably determined by the Association, the Association shall obtain the same.

- c. Workers compensation insurance and employers' liability insurance, if and to the extent required by law.
- d. Directors' and officers' liability coverage, as determined by the Board.
- e. Fidelity insurance covering all persons who handle or are responsible to handle the funds of the Association, in an amount determined by the Board. Such insurance shall contain a waiver of all defenses bases upon the exclusion of persons serving without compensation.
- f. Such additional insurance as the Board, in the exercise of its business judgment, determines advisable or necessary.

5.12 Notwithstanding anything to the contrary contained in this Declaration, the Association shall have the exclusive right and obligation to maintain and care for all landscaping and lawn areas on all Lots. Further, the Association shall have the right and duty to remove snow from all roads, driveways, sidewalks and walkways, or portions thereof, which may be situated on any Lots. The Declarant, for the benefit of the Owners and the Association, hereby grants a Landscape and Snow Removal Easement over those portions of each Lot which are not improved with a building, patio, porch or deck, to permit the Association to carry out the duties imposed by this section, and each Owner, by accepting a deed to a Lot, shall be deemed thereby to acquiesce in, confirm and ratify said Landscape and Snow Removal Easement.

Article 6

ASSESSMENT LIENS

- 6.1 The Declarant, for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the respective Association:
- a. Annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- 6.2 The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the Common Area owned by the Association and including, but not limited to, the payment of taxes and insurance for the common properties, and repair, replacement and additions hereto and for the cost of labor, equipment, materials, management and supervision of the Common Area.



- 6.3 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to be performed on the Lots or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto and for the purpose of performing any unanticipated maintenance, provided that any such assessment in excess of five percent (5%) of the annual budgeted expense of the Association shall have the assent of fifty-one percent (51%) of the votes of all of the Class A members and fifty-one (51%) of all the Class B members, if any, of the Association. Such votes shall be cast in person or by proxy at a meeting duly called for this purpose as provided in Section 6.04 next following.
- 6.4 Written notice of any meeting of the members of the Association shall be sent to all members at their address shown in the books of the Association, by regular mail, not less than ten (10) days nor more than thirty (30) days in advance of the meeting or of proxies entitled to cast twenty-five percent (25%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Such adjournment shall be for not less than five (5) days and not more than thirty (30) days from the original meeting date. In the absence of a quorum, no other business may be conducted at any such meeting.
- 6.5 Annual and special assessments shall be fixed on a pro rata basis for each Lot and shall be collected by the Association on a monthly basis. The directors of the Association shall estimate the charges required to be paid by the Association during the calendar year. The total annual assessments against all Owners shall be based upon advance estimates of cash requirements.
- 6.6 The annual assessments provided for herein shall commence on the first day of the month following the closing of the first sale of a Lot to a purchaser.
- 6.7 Without written consent or a majority vote by the members of the Association residing in members, the annual assessment may not be increased more than twenty percent (20%) over that of the last preceding annual assessment.
- 6.8 Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Each of the Owners do hereby grant and appoint the Board of Directors as trustee to enforce such lien and to foreclose such lien by private power of sale, and the authority and power to sell the Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owner and the Board of Directors may have to enforce the provisions hereof.



- 6.9 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect any assessment lien. However, the sale of any Lot pursuant to a mortgage or deed of trust foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.
- 6.10 In addition to the remedies stated above, the Association upon violation or breach of any covenant, restriction or condition contained in this declaration, may enter upon any Lot where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise cure the violation or breach. The costs incurred shall be billed to and paid by the Owner of the Lot. If the Owner of any Lot fails, after demand, to pay such costs then the Association shall have a lien, from and after the time a notice of such failure to pay is recorded in the records of Blaine County, Idaho, against the Lot of such Owner or Owners for the amount due and not paid, plus interest from the date of demand for payment at the statutory rate, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees.
- 6.11 In the event of a breach, or failure to comply with, any of the covenants, restrictions or conditions contained in this declaration or any supplemental declaration, then the Association shall have the right, immediately or at any time during the continuation of such breach or failure, to re-enter and take possession of the above-described Lot and, upon the exercise of this right of re-entry, title to said Lot shall thereupon vest in the Association. If court proceedings are required to enforce the rights of the Association, the Association shall be entitled to recover its costs including reasonable attorneys' fees. The right of re-entry and for vesting of title provided under this Section shall be subject to the provisions of this Declaration entitled Lender's Regulations.

Article 7 LENDER'S REGULATIONS

In order that residential units erected on the Property may qualify for existing subsidized lending programs, it is declared that the following rights exist in favor of any first mortgagee, notwithstanding contrary or conflicting provisions contained herein.

- 7.1 The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under this declaration within thirty (30) days. Such request shall state the name and mailing address of the mortgagee, and the official records book and page number, file number or other reference identifying such recording, and the Lot number encumbered by said mortgage, and a reference to this declaration. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the elapse of two (2) years from the date of receipt of the



written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

- 7.2 First mortgagees shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.
- 7.3 First mortgagees of Lots in the subdivision, may jointly or singly, pay taxes which are in default, and which may or have become a charge against Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.
- 7.4 The terms “mortgage”, “mortgagor” and “mortgagee” as used in this Article shall include respectively a deed of trust and the trustor and beneficiary thereunder.

Article 8 MISCELLANEOUS PROVISIONS

- 8.1 **Term.** The covenants, conditions and restrictions of this Declaration shall run until December 31, 2060, unless amended as herein provided. After December 31, 2060, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three-fourths (3/4ths) of the Owners, and such written instrument is recorded with the Blaine County Recorder.
- 8.2 **Amendment.**
- a. Subject to the other applicable provisions of this Declaration, this Declaration may be amended as follows:
 - i. Until such time as there is a Class A Membership pursuant to this Declaration, amendments or modifications shall be effective when executed by Declarant and when recorded in the Official Records of Blaine County, Idaho. Thereafter, unless a higher percentage is specifically required by a section of this Declaration, any amendments shall require the affirmative written consent or vote of not less than sixty-six and two-thirds percent (66 2/3%) of the voting power of the Class A Members and the consent of the Class B Member, for so long as there is a Class B Member.
 - ii. An amendment or modification that requires the vote and written consent of the Members as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided, and when recorded in the Official Records of Blaine County, Idaho. The notarized signatures of the Members shall not be required to effectuate an Amendment of this Declaration.



- iii. Notwithstanding the foregoing, any provision of this Declaration, or the Articles, Bylaws or Rules which expressly requires the approval of a specified percentage of the voting power of the Association for action to be taken under said provision can be amended only with the affirmative vote or written consent of not less than the same percentage of the voting power of the Association.
- iv. Notwithstanding the foregoing, no amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member, respectively (or the successors to or assigns of such right or privilege).

b. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the Beneficiary under any recorded Deed of Trust upon a Lot made in good faith and for value, provided that after the foreclosure of any such Deed of Trust, such Lot shall remain subject to this Declaration, as amended.

8.3 **Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered by personal service or United States mail. If delivery is made by mail, it shall be effective upon the earlier of: (i) when received; (ii) five (5) days after its deposit in the United States mail, as evidenced by sworn affidavit or postmark, if mailed correctly addressed, with first class postage affixed; or (iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Such notice shall be deemed correctly addressed if addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

8.4 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

8.5 **Enforcement and Non-Waiver.**

- a. Except as otherwise provided herein, any Owner of any Lot within the Property shall have the right to enforce any or all of the provisions of the Restrictions upon any property within the Property and the Owners thereof.
- b. Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, the Association, or any Owner or Owners of Lots within the Property. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board or the duly authorized agents of any of them, may enforce by self-help any of the provisions of the Restrictions, and only if such self-help is preceded by notice, as required under the Restrictions, to the Owner.



- c. Every violation of a law or ordinance relating to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of the Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.
- d. Each remedy provided by the Restrictions is cumulative and not exclusive.
- e. The failure to enforce any of the provisions of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said Restrictions.

8.6 **Construction.**

- a. All of the provisions of the Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of the Property as set forth in the preamble of this Declaration.
- b. Notwithstanding the provisions of the foregoing Paragraph (a), each of the provisions of the Restrictions 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.
- c. 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.
- d. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

8.7 **Attorneys' Fees.** In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit, including on appeal.

8.8 **Effect of Declaration.** This Declaration is made for the purpose set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.



DATED this _____ day of _____, 2021.

BRENNAN HOLDINGS, NO. 300, LLC

By: _____
Robert M. Brennan, Manager

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, _____, before me, _____, a Notary Public in and for said State, personally appeared ROBERT M. BRENNAN, known or identified to me to be the Manager of BRENNAN HOLDINGS NO. 300 LLC, an Idaho limited liability company, and the person who executed the instrument on behalf of said limited liability company as Manager of said limited liability company, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for _____
Residing at _____
My commission expires _____



EXHIBIT A
Description of the Property



Attachment C:

Draft

Findings of Fact, Conclusions of Law, and Decision:
Warm Springs Ranch Large Block Subdivision Final
Plat



City of Ketchum
Planning & Building

IN RE:)
)
 Warm Springs Ranch) **KETCHUM CITY COUNCIL**
 Large Block Subdivision Final Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
) **DECISION**
)
 Date: October 18, 2021)
)
 File Numbers: P21-081)

PROJECT: Warm Springs Ranch Large Block Subdivision

FILE NUMBER: P21-081

APPLICATION TYPE: Large Block Subdivision Final Plat

ASSOCIATED APPLICATIONS: Development & Rezoning Agreement 20609 (Application File No. P21-003), Large Block Preliminary Plat P21-010, Block 1 Subdivision Preliminary Plat P21-001, Floodplain Development Permit P21-002, Building Permit B21-048, Block 1 Residences Final Plat P21-082

REPRESENTATIVE: Garth McClure, Benchmark Associates, P.A.

PROPERTY OWNER: Robert Brennan, Brennan Holdings No 300 LLC

LOCATION: Warm Springs Ranch Block 1, 1803 Warm Spring Road

ZONING: General Residential (GR-L) Low Density, Tourist (T), & Recreation Use (RU)

OVERLAY: Floodplain & Avalanche

RECORD OF PROCEEDINGS

The Planning & Zoning Commission considered the Warm Springs Ranch project during a public hearing at a special meeting on February 23rd, 2021. The Commission reviewed and made recommendations to the City Council on the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. After considering the project plans, Staff’s analysis, the applicant’s presentation, and public comment, the Planning and Zoning Commission unanimously recommended approval of the project to City Council with conditions to be transmitted to the City Council.

The City Council considered the Warm Springs Ranch project during their meeting on March 15th, 2021. The Council proposed modifications to the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. The applicant submitted revised project plans with modifications that responded the Council’s comments. The City Council considered the revised Warm Springs Ranch project plans during a public hearing on April 5th, 2021. After considering the project plans, Staff’s analysis, the applicant’s presentation, and public comment, the City Council unanimously approved the project.

FINDINGS OF FACT REGARDING WARM SPRINGS RANCH PROJECT

Development and Rezoning Agreement 20609

The City entered into Development and Rezoning Agreement 20609 (recorded as Instrument #682013) with the property owner and developer, Brennan Holdings No 300 LLC, on April 28th, 2021 for the Warm Springs Ranch project. This agreement rescinded and repealed all land use permits and approvals granted as part of the 2009 Warm Spring Ranch Resort Development Agreement. A two-phase Development Agreement, Phase 1 is a 35-unit single-family residential development in Block 1, which has been rezoned from Tourist (T) to the General Residential Low Density (GR-L) Zoning District Phase 2 may or may not occur. No development is proposed or being permitted in Blocks 2-8. The City and Owner have entered into Option Agreement 20610 for the City to purchase Blocks 2-8. In the event the City and Owner do not complete the sale of the property, the Owner will return to the Planning and Zoning Commission with a separate PUD and preliminary plat for any future development. In Blocks 2-8, the Owner is retaining the existing zoning of the blocks that consist of Tourist and Recreational Use zoning designations.

Warm Springs Ranch Large Block Subdivision Plat

The Warm Springs Ranch Large Block Subdivision removes all roads and building envelopes approved with the land use permits granted as part of the 2009 Warm Springs Ranch Resort Development Agreement. The large block plat shows each of the 8 blocks within Warm Springs Ranch. The zoning designation of each block is indicated on the plat map.

TABLE 1: FINDINGS REGARDING FINAL PLAT REQUIREMENTS

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N/A	Ketchum Municipal Code	City Standards and City 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>City Council Findings</i>	<i>The Final Plat mylar 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>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the location and dimension of each block, easements, the boundaries of the floodplain, and the avalanche zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>City Council Findings</i>	<i>This standard has been met. Adjoining subdivisions and parcels of property, including the Warm Springs Townhouse Condominiums, Warm Springs Tennis Condominiums, Country Club Townhomes, Bald Mountain Townhomes, and Blocks 2 and 6 of Warm Springs Ranch Subdivision have been indicated on the final plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the location, dimension, and purpose of all public and private easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>City Council Findings</i>	<i>The final plat indicates the block numbers for each of the 8 blocks within the Warm Springs Ranch Large Block Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.

			<i>City Council Findings</i>	<i>The final plat map for the Block 1 residential subdivision shows the bus stop shelter easement granted within Parcel B.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>City Council Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Warm Springs Ranch Large Block Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the scaled location of adjacent Warm Springs Road and other public rights-of-way adjacent to the Warm Springs Ranch Large Block subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	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.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>City Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the preliminary plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), 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	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), 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	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>City Council Findings</i>	<i>As conditioned (#7), 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	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>City Council Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	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.
			<i>City Council Findings</i>	<i>This standard has been met.</i>

FINDINGS REGARDING SUBDIVISION DESIGN & DEVELOPMENT STANDARDS (KMC §16.04.020)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivisions. Many 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 to and maintained by the City. An full analysis of these subdivision design and development standards is provided in the approval for the Warm Springs Residences Subdivision (Final Plat Application File No. P21-082). The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to modify the Warm Spring Ranch Large Block plat to vacate roads and building envelopes approved with the 2009 Development Agreement. As conditioned, the request to subdivide meets all applicable standards for Final Plat contained in Ketchum Municipal Code's Subdivision (Title 16).

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 Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Subdivision Final Plat application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Warm Springs Ranch Large Block Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.00 of Ketchum Municipal Code Chapter 16.04.
4. The proposed Final Plat for the Warm Springs Ranch Large Block Subdivision **does** meet the standards for Final Plats under Chapter 16.04 of the Subdivision Regulations in Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** the Warm Springs Ranch Large Block Final Plat application this Monday, October 18th 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. 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.
2. 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,
3. 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.

4. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.
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.

Findings of Fact **adopted** this 18th day of October 2021

Neil Bradshaw
Mayor, City of Ketchum

Tara Fenwick, City Clerk

Attachment D:

Draft

Findings of Fact, Conclusions of Law, and Decision:
Warm Springs Ranch Residences Block 1 Subdivision
Final Plat



City of Ketchum
Planning & Building

IN RE:)
)
Warm Springs Ranch) KETCHUM CITY COUNCIL
Block 1 Residences Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
) DECISION
)
Date: October 18, 2021)
)
File Numbers: P21-082)

PROJECT: Warm Springs Ranch Residences Final Plat

FILE NUMBER: P21-082

APPLICATION TYPE: Block 1 Subdivision Final Plat

ASSOCIATED APPLICATIONS: Development & Rezoning Agreement 20609 (Application File No. P21-003), Large Block Preliminary Plat P21-010, Block 1 Subdivision Preliminary Plat P21-001, Floodplain Development Permit P21-002, Building Permit B21-048, Large Block Final Plat P21-081

REPRESENTATIVE: Garth McClure, Benchmark Associates, P.A.

PROPERTY OWNER: Robert Brennan, Brennan Holdings No 300 LLC

LOCATION: Warm Springs Ranch Block 1, 1803 Warm Spring Road

ZONING: General Residential (GR-L) Low Density

OVERLAY: Floodplain & Avalanche

RECORD OF PROCEEDINGS

The Planning & Zoning Commission considered the Warm Springs Ranch project during a public hearing at a special meeting on February 23rd, 2021. The Commission reviewed and made recommendations to the City Council on the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. After considering the project plans, Staff’s analysis, the applicant’s presentation, and public comment, the Planning and Zoning Commission unanimously recommended approval of the project to City Council with conditions to be transmitted to the City Council.

The City Council considered the Warm Springs Ranch project during their meeting on March 15th, 2021. The Council proposed modifications to the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. The applicant submitted revised project plans with modifications that responded the Council's comments. The City Council considered the revised Warm Springs Ranch project plans during a public hearing on April 5th, 2021. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the City Council unanimously approved the project.

FINDINGS OF FACT REGARDING WARM SPRINGS RANCH PROJECT

Development and Rezoning Agreement 20609

The City entered into Development and Rezoning Agreement 20609 (recorded as Instrument #682013) with the property owner and developer, Brennan Holdings No 300 LLC, on April 28th, 2021 for the Warm Springs Ranch project. This agreement rescinded and repealed all land use permits and approvals granted as part of the 2009 Warm Spring Ranch Resort Development Agreement. A two-phase Development Agreement, Phase 1 is a 35-unit single-family residential development in Block 1, which has been rezoned from Tourist (T) to the General Residential Low Density (GR-L) Zoning District. Phase 2 may or may not occur. No development is proposed or being permitted in Blocks 2-8. The City and Owner have entered into Option Agreement 20610 for the City to purchase Blocks 2-8. In the event the City and Owner do not complete the sale of the property, the Owner will return to the Planning and Zoning Commission with a separate PUD and preliminary plat for any future development. In Blocks 2-8, the Owner is retaining the existing zoning of the blocks that consist of Tourist and Recreational Use zoning designations.

Phase I Development: Warm Springs Ranch Residences

The City Council approved the Warm Springs Ranch Block 1 Subdivision Preliminary Plat (Application File No. P21-001) on April 5th, 2021. Following City Council's approval of the preliminary plat, the applicant submitted Building Permit Application File No. 21-048 with final construction drawings for the subdivision improvements. After the final construction drawings were reviewed and approved by City Departments, the City issued the building permit for the Block 1 residential subdivision improvements on April 28th, 2021.

The Warm Springs Ranch Residences Block 1 Subdivision Final Plat will create 35 single-family residential lots and parcels A, B, C, D, and E. Block 1 has a total area of 13.72 acres and the single-family residential lots range in size from a minimum area of 8,113 square feet to a maximum area of 22,241 square feet. Infrastructure improvements include new roadways, water and sewer facilities, water-efficient irrigation systems for landscaping, pedestrian access, underground utilities, an unimproved parking lot, and a bus shelter.

These infrastructure improvements are now complete and the applicant has submitted the surveyed final plat map as well as as-built plan specifications for all required improvements in accordance with Ketchum Municipal Code §16.04.030.G. The Council's approval of the final plat will constitute the City's acceptance of all dedications of public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown on the final plat (Ketchum Municipal Code §16.04.030.H). The final plat conforms to the approved preliminary plat as well as all conditions placed upon the preliminary plat by the City Council. All subdivision improvements have been constructed per the approved project plans and comply with the City's construction specification standards.

The applicant has complied with all conditions incorporated by City Council during their review and approval of the preliminary plat. The 8-foot-wide pedestrian pathway on Bald Mountain Road has been paved and improved to City standards for sidewalks. Shared lane signs and sharrows have been added to Bald Mountain Road to accommodate bicyclists. The applicant has added plat note no. 20 to the final plat stating that development within Block 1 shall not be eligible for variances or waivers based on site conditions or topography and that development must comply with the zoning standards in place at the time of permit approvals. A gravel shoulder has been installed from the new bus stop along Warm Springs Road east to the neighboring residential development.

TABLE 1: FINDINGS REGARDING FINAL PLAT REQUIREMENTS

Final Plat Requirements					
Compliant			Standards and City Council Findings		
YES	NO	N/A	Ketchum Municipal Code	City Standards and City 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>City Council Findings</i>	<i>The Final Plat mylar 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>City Council Findings</i>	<i>This standard has been met.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.	
			<i>City Council Findings</i>	<i>This standard has been met.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.	

			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the location and dimension of street rights of way, lots, lot lines, easements as well as the building envelopes shown on the preliminary plat map. The final plat map shows the location and area of the floodplain, floodway, and avalanche zones on the development site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>City Council Findings</i>	<i>This standard has been met. Adjoining subdivisions and parcels of property, including the Warm Springs Townhouse Condominiums, Warm Springs Tennis Condominiums, Country Club Townhomes, Bald Mountain Townhomes, and Blocks 2 and 6 of Warm Springs Ranch Subdivision have been indicated on the final plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>City Council Findings</i>	<i>This standard has been met. Bald Mountain Road is indicated on the final plat map with its 60-foot-wide right-of-way width specified.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the location, dimension, and purpose of all public and private easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>City Council Findings</i>	<i>The final plat indicates the block numbers for each of the 5 blocks within the Warm Springs Ranch Residences subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>City Council Findings</i>	<i>The final plat map shows the bus stop shelter easement granted within Parcel B.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>City Council Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Warm Springs Ranch Residences.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>This standard has been met. The final plat indicates the scaled location of adjacent Warm Springs Road and realigned Bald Mountain Road, which will be dedicated to the city as a public street. The final plat includes the scaled location of the subdivision's private roads, including Mountain Creek Drive, Townhouse Lane, Sunrise Circle, and Lopey Lane.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	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.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>City Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the preliminary plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), 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	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), 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	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>City Council Findings</i>	<i>As conditioned (#7), 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. As conditioned (#8), the applicant shall submit all observation, inspection, and testing reports as well as the required performance bond for the outstanding improvements to the Planning & Building Department prior to the City Clerk's signing of the Final Plat mylar.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>City Council Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	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.
			<i>City Council Findings</i>	<i>This standard has been met.</i>

Table 2: Findings Regarding Subdivision Development & Design Standards

Subdivision Development and Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/A	City Code	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<p>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.</p> <p><i>Following City Council's approval of the preliminary plat, the applicant submitted Building Permit Application File No. 21-048 with final construction drawings for the subdivision improvements. After the final construction drawings were reviewed and approved by City Departments, the City issued the building permit for the Block 1 residential subdivision improvements on April 28th, 2021. The subdivision improvements were installed in compliance with the City's construction specification standards.</i></p> <p><i>The project has preserved natural features within and adjacent to the residential subdivision and will restore this section of Warm Springs Creek.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<p>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.</p> <p><i>Following City Council's approval of the preliminary plat, the applicant submitted Building Permit Application File No. 21-048 with final construction drawings stamped by an Idaho-licensed engineer for the subdivision</i></p>
			<i>City Council Findings</i>	

				<p>improvements. The final construction drawings were reviewed and approved by City Departments, including the City Engineer. The City issued the building permit for the Block 1 residential subdivision improvements on April 28th, 2021. The subdivision improvements were installed in compliance with the City's construction specification standards.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<p>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.</p>
			City Council Findings	<p>As conditioned, this standard will be met. The applicant has constructed most of the subdivision improvements, including the roadways and utilities. These improvements were inspected by City Departments, including the City Engineer, and have been installed per the approved plans. The outstanding subdivision improvements to complete include exterior finishes to the new bus shelter, including its tempered glass, and installing a small section of guardrail along Townhouse Lane. A temporary concrete barrier will remain in place until the permanent guardrail can be installed. As conditioned (#8), the applicant shall submit all observation, inspection, and testing reports as well as the required performance bond for the outstanding improvements to the Planning & Building Department prior to the City Clerk's signing of the Final Plat mylar.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p>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</p>

				the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			City Council Findings	<i>The applicant has submitted the as-built drawings for the Warm Springs Ranch Residences subdivision improvements. The outstanding subdivision improvements to complete include exterior finishes to the new bus shelter, including its tempered glass, and installing a small section of guardrail along Townhouse Lane. A temporary concrete barrier will remain in place until the permanent guardrail can be installed. As conditioned (#8), the applicant shall submit the required performance bond for the outstanding improvements to the Planning & Building Department prior to the City Clerk's signing of the Final Plat mylar.</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"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			City Council Findings	<i>After the subdivision improvements have been certified as complete by the City Engineer, the applicant shall meet these required monumentation standards.</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"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section

			<p>16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. B. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <ol style="list-style-type: none"> 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
		<p>City Council Findings</p>	<p><i>The Block 1 Subdivision Final Plat will create 35 single-family residential lots and parcels A, B, C, D, and E. Block 1 has been rezoned from Tourist (T) to General Residential (GR-L) Low Density. Portions of Block 1 are located within the Floodplain Overlay and Avalanche Zone. Block 1 is 13.72 acres and the single-family residential lots range in size from a minimum area of 8,113 square feet to a maximum area of 22, 241 square feet. The 35 lots comply with the size, width, depth, shape, orientation, and minimum building setback lines required in the General Residential Low Density (GR-L) Zoning District. The 30-foot setback from Warm Springs Road as required by Ketchum Municipal Code §17.12.030 has been indicated on Lot 32 through 35.</i></p> <p><i>Building envelopes are shown on lots 1 through 13 and lots 18 through 20 as required for lots that contain floodplain and avalanche zone. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots. Warm Springs Ranch Block 1 Subdivision does not contain slopes of 25% or greater based on natural contours (Ketchum Municipal Code §16.04.040.F2).</i></p> <p><i>Every lot in the subdivision has a minimum of 20 feet of frontage on either Bald Mountain Road, which will be dedicated to the city as a public street, or on the subdivision's private roads on Parcel A (Townhouse Lane, Mountain Creek Drive, and Sunrise). As indicated in plat note 5, private roads shall maintain a</i></p>

				free and clear width of 26 feet for emergency vehicles. Parcels A and D include a 40-foot-wide access and public utility easement and a 10-foot-wide snow storage easement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.G	<p>Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. 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.
			City Council Findings	<i>The Warm Springs Ranch Residences Subdivision is comprised of 5 blocks. The block pattern is designed to comply with the lot requirements specified in Ketchum Municipal Code §16.04.040.F. The block configuration is designed based on the development's sites existing topography and natural features, including Warm Springs Creek. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;

		<ol style="list-style-type: none"> 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
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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 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 City Council 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 and shall be 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>
	<p>City Council Findings</p> <p><i>Noncompliant with streets standards for grade and intersection approach angles, existing Bald Mountain Road has been realigned to enhance access and safety. Bald Mountain Road will be a public street dedicated to the city. Parcels A and D will be private roads. Parcel A includes Townhouse Lane, Sunrise Circle, and Mountain Creek Drive. Parcel D is Lopey Lane, which will access the unimproved parking lot. As specified in the Development Agreement, the public will be permitted access on all private roads within Block 1 for walking of driving. No public parking will be permitted along the subdivision's private roads. As specified in the Development Agreement and plat note no.5, the HOA will be responsible for year-round maintenance of all private roadways, including snow removal to maintain access, parking, and the emergency vehicle turnaround. In addition to these roadways, the owner has installed a new bus shelter on Parcel B along Warm Springs Road.</i></p> <p><i>Access to the single-family residences proposed on lots fronting Warm Springs Road (lots 32, 33, 34, and 35) shall be from Bald Mountain Road as specified in plat note no. 22. The homes proposed on these lots shall be subject to Design</i></p>

				<p><i>Review pursuant to Chapter 17.96 of Ketchum Municipal Code (see plat note no. 23).</i></p> <p><i>The City Council granted the waiver requested by the applicant from certain street design and grading standards due to the site's topographical challenges through their approval of the preliminary plat. The City Council approved the applicant's waiver request because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			City Council Findings	<p><i>N/A. Warm Springs Ranch Block 1 Subdivision is located within the City's General Residential Low Density (GR-L) Zoning District. Alleys are not required in residential areas.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J.	<p>J. Required Easements:</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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. 4. 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

		<p>easement along the portion of the riverbank which runs through the proposed subdivision.</p> <ol style="list-style-type: none"> 5. 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. 6. 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. 7. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate non-vehicular transportation system throughout the city.
	<p>City Council Findings</p>	<p><i>Plat note no. 7 indicates that a public utility easement is granted within all of Parcels A, B, C, and D. Plat note no. 26 indicates that the final plat grants a 5-foot-wide public utility easement adjacent to Warm Springs Road. This easement area is indicated on the final plat map. Plat note 31 grants a 15-foot-wide sewer easement within Lots 20, 21, 26, and 27 to benefit Lots 26, 27, 28, 29, and 30 and the City of Ketchum. Plate note no. 32 grants a 15-foot-wide sewer easement within Lot 14 to benefit the City of Ketchum. Plat note no. 27 grants a 10-foot-wide public utility easement and snow storage easement adjacent to Townhouse Lane, Mountain Creek Drive, Sunrise Circle, and Lopey Lane. These location of this easement is indicated on the final plat map.</i></p> <p><i>As required by Ketchum Municipal Code §16.04.040.J3, the Block 1 Subdivision includes a 10-foot wide fisherman/sportsman's access and nature study easement along the Warm Springs Creek riverbank. This easement is referenced in plat note no. 13 and shown on the final plat map. This public fishing access will be provided on Block 2 and accessed from Lopey Lane (Parcel D) within the Block 1 Subdivision. Plat note no. 8 dedicates Parcel D as a public pedestrian easement for access to the 10' fisherman's and nature study easement.</i></p> <p><i>The riparian zone identified in Block 1 will be designated as an easement governed and managed by the Warm Springs Ranch Homeowners' Association to ensure future modifications to the riparian zone and the streambank do not occur individually but occur in a comprehensive coordinated approach. In addition to the City's floodplain regulations, the HOA's management will further reinforce the preservation and protection of the riparian area. The Council emphasized the importance of Warm Springs Creek's restoration as well as protection and stewardship of the riparian area. The riparian setback and</i></p>

			<p><i>setback easement is shown the final plat map and referenced in plat notes nos. 14 and 15.</i></p> <p><i>Plat note no. 29 grants a bus stop shelter easement within Parcel B. The location and dimension of the bus stop shelter easement are shown the final plat map.</i></p> <p><i>The applicant has provided an access and public utility easement benefiting the adjacent Country Club Townhomes and Warm Springs Townhouse Condominiums within Parcel A (Townhouse Lane). Parcel E is a parking space and trash receptacle easement to benefit the Warm Springs Townhouse Condominiums.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <p>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.</p>
			<p>City Council Findings</p> <p><i>Portions of existing water and sewer lines within the development site have been abandoned and new domestic water and sewer lines have been installed to serve the new residential subdivision.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.L</p> <p>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.</p>
			<p>City Council Findings</p> <p><i>Portions of existing water and sewer lines within the development site have been abandoned and new domestic water and sewer lines have been installed</i></p>

				<p>to serve the new residential subdivision. The taps conform to manufacturer's specifications for C-900 pipes. All opposing service line taps, such as at lots 3 & 4 and lots 33 & 34, have been offset from each other.</p> <p>Fire hydrant valves have been installed at the public water main. All fire hydrants are Mountain Style hydrants.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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.</p>
			City Council Findings	<p>N/A. Warm Springs Ranch Block 1 Subdivision is within a residential area. The residential subdivision does not adjoin incompatible uses of features, such as highways, railroads, commercial, or light industrial districts.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	<p>N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the City Council and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, City Council or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or

		<p>hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <ol style="list-style-type: none"> 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
	<p>City Council Findings</p>	<p><i>The applicant submitted a preliminary soils report prepared by an Idaho-licensed engineer as required by Ketchum Municipal Code §16.04.040.N1 with the preliminary plat application. Due to the subdivision's proximity to Warm Springs Creek, prior to any work taking place, the applicant submitted an erosion protection plan with the construction drawings for the required improvements (Ketchum Municipal Code §12.04.030.K).</i></p> <p><i>The City Council approved waivers requested by the applicant from certain street design and grading standards due to the site's topographical challenges through the preliminary plat. The City Council approved the applicant's waiver request because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.0	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.
			City Council Findings	<i>Drainage within the residential subdivision will be managed through a system of swales, catch basins, and drywells. The drainage improvements have been installed to City standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	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.
			City Council Findings	<i>All utilities including, but not limited to, electricity, natural gas, telephone and cables services have been installed underground by the applicant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the City Council 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.
			City Council Findings	<i>The new bus shelter is indicated on Parcel B. Mountain Rides has reviewed and approved the plans for the new bus stop location.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			City Council Findings	<i>The Warm Spring Ranch Residences Final Plat will create 35 single-family residential lots and parcels A, B, C, D, and E within the General Residential (GR-L) Low Density Zoning District. Portions of the Block 1 subdivision are located within the Floodplain Overlay and Avalanche Zone. All future improvements within the subdivision shall comply with the Avalanche Zone District and</i>

				<i>Mountain Overlay requirements set forth in Title 17 of Ketchum Municipal Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			City Council Findings	<i>The Phase I development has preserved natural features and will restore this section of Warm Springs Creek.</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 Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Subdivision Final Plat application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Warm Springs Ranch Residences Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.00 of Ketchum Municipal Code Chapter 16.04.
4. The proposed Final Plat for the Warm Springs Ranch Residences **does** meet the standards for Final Plats under Chapter 16.04 of the Subdivision Regulations in Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** the Warm Springs Ranch Residences Final Plat application this Monday, October 18th 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The Covenants, Conditions, and Restrictions (CC&R’s) shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the CC&R’s.
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,
5. 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.
 6. The applicant shall provide a copy of the recorded Final Plat and the associated homeowners’ documents to the Planning and Building Department for the official file on the application.
 7. 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.
 8. The applicant shall submit all observation, inspection, and testing reports as well as the required performance bond for outstanding subdivision improvements to the Planning & Building Department prior to the City Clerk’s signing of the Final Plat mylar.

Findings of Fact **adopted** this 18th day of October 2021

Neil Bradshaw
Mayor, City of Ketchum

Tara Fenwick, City Clerk



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Memorandum of Easement Option 22740

Recommendation and Summary

Staff is recommending the council authorize the Mayor to sign the Memorandum of Easement Option 22740 and adopt the following motion:

I move to approve memorandum of Easement Option 22740

The reasons for the recommendation are as follows:

- With approval and recordation of the Final Plat Maps for Warm Springs Ranch, the lots may be sold.
- The City and Owner of Warm Springs Ranch have negotiated an easement to allow stream restoration on properties in Block 1 adjacent to Warm Spring Creek. This easement will not be recorded unless the Warm Springs Ranch property is owned by the City.
- The proposed Memorandum of Easement Option will be recorded on lots adjacent to Warm Spring Creek to ensure property owners are aware of the future easement that may be recorded on their property.

Background

One of the key objectives related to city purchase of the Warm Springs Ranch is to restore Warm Springs Creek and the riparian zone. If the city is successful in purchasing the property, Warm Springs Creek will flow through public property (the preserve) and private property (Block 1). River restoration would occur on both the private and public portions of Warm Springs Creek.

To facilitate restoration on the private lots on the Creek, (Block 1, Lots 1-13), the city and owner have agreed to record an easement on the properties (Attachment B). However, the easement will not be recorded unless the city purchases the preserve portion of the property. The proposed Memorandum of Easement Option will be recorded on Lots 1-13 in Block 1 to inform future property owners that an easement will be recorded on their property at a future date.

The Memorandum of Easement Option and the approval of the final plat for Block 1 of Warm Springs Ranch are linked. With approval of the final plat, the plat can be recorded, and properties can then be sold. It is important to record the Memorandum of Easement Option with the final plat so the Option is recorded prior to the sale of properties.

Sustainability

The proposed Memorandum of Easement Option will facilitate the restoration of Warm Springs Creek and the riparian zone consistent with the city's goals to preserve and protect the natural environment.

Financial Impact

There is no financial impact resulting from approval of the Memorandum of Easement Option.

Attachments:

- A. Proposed Memorandum of Easement Option 22740
- B. Future Easement Agreement for Block 1 Lots 1-13.

Recording Requested By and When Recorded Mail Tax Statements To:	
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(Space Above Line For Recorder's Use)

MEMORANDUM OF EASEMENT OPTION 22740

THIS MEMORANDUM OF EASEMENT OPTION (Memorandum) is made, executed, and delivered as of _____, 2021, by and between BRENNAN HOLDINGS NO. 300, LLC, (Grantor) a limited liability company duly qualified to do business in the state of Idaho, and CITY OF KETCHUM, IDAHO (Grantee), an Idaho municipal corporation, who agree as follows:

1. Grantor has granted to Grantee a conditional easement ("Easement Option") with respect to the real property described in Exhibit A attached hereto. Grantee is authorized to record this Memorandum in all appropriate recording offices.

2. Grantor has granted this Easement Option pursuant to the terms of the Easement Agreement, between Grantor and Grantee as of August 26, 2021. This Memorandum is prepared for purposes of recordation and notice, and shall in no way alter or affect the rights and obligations of Grantor and Grantee under the Easement Agreement. In the event of any conflict between this Memorandum and the terms of the Easement Agreement, the terms of the Easement Agreement shall prevail.

3. This Memorandum shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

4. This Memorandum is governed by Idaho law.

In witness whereof, the parties have executed this Memorandum of Option for Easement effective as of the date above written.

GRANTOR:

Dated: _____

 Robert M. Brennan, Managing Member
 Brennan Holding 300, LLC

GRANTEE:

Dated: _____

Neil Bradshaw, Mayor
City of Ketchum

Attest: _____
Tara Fenwick, City Clerk

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2021, before me _____,
personally appeared Robert M. Brennan, known or identified to me to be the person whose name
is subscribed to the within instrument, on behalf of and as authorized for Brennan Holdings300,
LLC, and acknowledged to me that he/she/they executed the same on its behalf.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2021, before me _____,
personally appeared Neil Bradshaw, known or identified to me, to be the person whose name is
subscribed to the within instrument as Mayor of the City of Ketchum, and acknowledged to me
that he executed the same as authorized and on behalf of the City of Ketchum.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

EXHIBIT A

Warm Springs Ranch Block 1 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

EASEMENT AGREEMENT

Brennan Holdings 300, LLC	Grantor	PO Box 1991, Sun Valley, Idaho 83353
City of Ketchum	Grantee/ City	PO Box 2315, Ketchum, Idaho 83340

This Easement Agreement (“Easement Agreement”) is made and entered _____, 2021 by and between Brennan Holdings 300, LLC, (“Grantor”), an Idaho limited liability company, and City of Ketchum (“Grantee” or “City”), an Idaho municipal corporation.

1. Background.

1.1 Grantor Real Property. Grantor is the owner of the real property described on *Exhibit A* as attached (“Grantor Real Property”).

1.2 Conditions for Easement. Associated with the development for Grantor Real Property, riparian and environmental repair and maintenance work is to be undertaken on Warm Springs Creek in cooperation with the City and with long-term ongoing maintenance by the City and its agents pursuant to City Council approved riparian restoration plans. The intent of the riparian restoration and maintenance plans is to address existing alterations and impacts to Warm Springs Creek and to seek to restore the creek and riparian area to a more natural state. The restoration work will also seek to restore more natural patterns and mitigation during flood events. The planning for such work shall be done in coordination and with the approval of property owners association which represents the subservient estates to this Easement (“Property Owners Association.”)

A limited easement in favor of the City for the area of Warm Springs Creek is necessary to secure access and limited use for the City and its agents for the purposes of restoration,

installation of restoration improvements, and maintenance of restoration of Warm Springs Creek and its riparian area running through Grantor Real Property. The portion of the Grantor Real Property to be granted in easement to the City is described on **Exhibit B** as attached and hereby incorporated (“Easement Real Property”).

This easement is conditional and shall be effective only upon an exercise of that certain Option pursuant to the separate Option Agreement 20610, dated April 28, 2021, between Grantor and Grantee.

1.3 Purpose of Agreement. The purposes of this Easement Agreement are (i) fulfill Grantor’s obligation under paragraphs 13 and 14 of the Development And Rezoning Agreement 20609 dated April 28, 2020 and recorded as Instrument No. 682013, records of Blaine County, Idaho, (“Development Agreement”) (ii) to describe the easement granted to the City, and (iii) to establish the relative rights and obligations of the parties regarding the easement granted under this Agreement.

2. Grant of Easement.

2.1 Grant. Grantor hereby conditionally **GRANTS AND CONVEYS** to the Grantee a nonexclusive easement on the Easement Real Property (“Easement”). This grant shall be conditioned on and effective only upon an exercise of that certain Option pursuant to the separate Option Agreement 20610, dated April 28, 2021, between Grantor and Grantee.

2.2 Purposes of Easement. The Easement is granted for the following limited purposes:

Temporary access, entry, occupancy, and use of the Warm Springs Creek area solely for the purposes to maintain, repair, restore, rehabilitate, construct, install, and improve the riparian environmental conditions of Warm Springs Creek, and solely in accordance with a City approved riparian restorations plan or plans, adopted through applicable public processes under City Code, and also approved by the Property Owners Association, in its sole and absolute discretion and in accordance with the Development Agreement. This includes access and use by motorized vehicles and equipment to the extent necessary for such purposes.

2.3 Restoration and Maintenance. Any proposed restoration plan shall be completed within a defined timeframe and said timeframe shall be integral in the plan proposed to the Property Owners’ Association. If a restoration plan is approved the ongoing maintenance of said approved plan shall be perpetual.

2.4 Covenants and Agreements of the Grantor. The Grantor, on behalf of the Grantor and the Grantor’s heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantee and the Grantee’s heirs, successors, assigns, purchasers, or transferee of any kind, that the provisions of this Easement Agreement (i) shall run with and bind the Grantor Real Property and Easement Real Property, (ii) shall inure to the benefit of, and be enforceable (at law or in equity) by Grantee and Grantor, and (iii) shall ensure the Easement Real Property be maintained in a generally natural state as a riparian area associated with Warm Springs Creek.

2.5 Covenants and Agreements of the Grantee.

2.5.1 Responsibility and Insurance. Grantee assumes all responsibility and costs with respect to Grantee's access, use, occupancy, and maintenance of the Easement in accordance with the approved restoration plan(s). Grantee will maintain at all times a policy of Comprehensive General Liability insurance in accord with the Grantee's standard and standing insurance policy applicable to the Grantee's Easement usage.

2.5.2 Repair, Maintenance, and Viewsheds. Grantee will maintain Grantee's approved plan for restoration improvements located on the Easement Real Property in good and sufficient repair and shall keep the Easement Real Property in a condition reasonably consistent with best practices for natural riparian restoration.

2.5.3 Participation and Approval of Restoration Plan. Grantee's restoration and maintenance improvements will be undertaken pursuant to a City Council approved stream restoration plan or plans. Public input will be considered pursuant to the processes required for permitting of such plans as required by City Code. The Property Owners Association will be provided reasonable notice of such plan or plans. The plan or plans will be subject to Property Owners Association approval in its sole and absolute discretion and in accordance with the Development Agreement.

3. General Provisions.

3.1 Applicability of Ketchum Municipal Code. Nothing in this Agreement shall be construed to supersede or alter applicable provisions of the Ketchum Municipal Code, such as floodplain regulations and streambank alteration permit requirements. This Agreement does not impose on the parties any additional regulations or stricter standards for such regulatory permit requirements. This Agreement is solely for the purpose of providing for reasonably necessary limited access and use by the City to implement and maintain the City Council approved stream restoration plan(s).

3.2 Remedies.

3.2.1. Notice of Violation; Corrective Action. If either Party determines that a violation of the terms of this Easement has occurred or is threatened, that Party shall give written notice to the other Party of such alleged violation and the basis for determination and demand corrective action sufficient to cure the violation and, where the violation involved a material injury to the Property resulting from any use or activity prohibited by this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a restoration plan. Either Party has the right to dispute such allegation of violation.

3.2.2. Injunctive Relief. If a Party fails to dispute and/or cure the violation within thirty (30) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the demanding Party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex-

parte as necessary, by temporary or permanent injunction, and to seek specific performance for the restoration of the Property to the condition that existed prior to any such injury.

3.2.3. Damages. Either Party may be entitled to recover damages for violation of the terms of this Easement or material injury to any conservation values protected by this Easement, including, without limitation, damages for the material loss of scenic, aesthetic, or environmental values. Without limiting the other Party's liability therefore, the recovering Party, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

3.2.4. Emergency Enforcement. If Grantor, reasonably determines in its sole discretion that emergency circumstances require immediate action to prevent or mitigate significant damage to Grantor's Property, Grantor will take reasonable steps to immediately notify Grantee of the emergency circumstances, and Grantor may immediately pursue its remedies under this Paragraph 3.1 without further notice to Grantee or without waiting for the period provided for cure to expire, and as subject to applicable laws and/or regulations.

3.2.5. Scope of Relief. The Parties rights under this Paragraph 3.1 apply equally in the event of either actual or threatened violations of the terms of this Easement. The Parties agree that remedies at law for any violation of the terms of this Easement may be inadequate and that upon showing such that a claiming Party may be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which the Party may be entitled, including specific performance of the terms of this Easement. Each Party's remedies described in this Paragraph 3.1 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

3.3 Attorney Fees and Costs. If a suit, action, or other proceeding arising out of or related to this Easement Agreement is instituted by any party to this Easement Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this section, "attorney fees" shall mean and include (i) attorney fees and (ii) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Easement Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Easement Agreement is void, illegal, or against public policy.

3.4 Notice. Notices of either party shall be in writing and either served personally or sent by first-class mail, postage prepaid, return receipt requested or nationally recognized overnight service. Addresses for purpose of giving notice are as designated by written notice to the other party. Notice shall be effective upon delivery.

3.5 Recordation. The Grantee shall record this instrument in the official records of Blaine County, Idaho.

3.6 Governing Law, Jurisdiction, and Venue. This Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree

that the courts of Idaho shall have exclusive jurisdiction and agree that Blaine County is the proper venue.

3.7 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Easement Agreement.

3.8 Rights Cumulative. Except as expressly provided in this Easement Agreement, and to the extent permitted by law, any remedies described in this Easement Agreement are cumulative and not alternative to any other remedies available at law or in equity.

3.9 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Easement Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

3.10 Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

3.11 Hold Harmless. To the extent permitted by Idaho law, Grantee hereby releases and agrees to hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act or omission of Grantor, unless proximately caused by the negligence, or willful, intentional or bad faith conduct of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and any comparable Idaho statute, by Grantee or Grantee's agents or assigns in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, caused by Grantee or Grantee's agents or assigns; and (4) the material breach by Grantee of any of the obligations, covenants, representations, and warranties contained in this Easement Agreement.

3.12 Entire Agreement. All Exhibits to this Easement Agreement constitute a part of this Easement Agreement. This Easement Agreement, together with the accompanying Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

4. Signatures.

GRANTOR:

Dated: _____

Robert M. Brennan, Managing Member
Brennan Holding 300, LLC

GRANTEE:

Dated: _____

Neil Bradshaw, Mayor
City of Ketchum

Attest: _____
Tara Fenwick, City Clerk

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2021, before me _____,
personally appeared Robert M. Brennan, known or identified to me to be the person whose name
is subscribed to the within instrument, on behalf of and as authorized for Brennan Holdings300,
LLC, and acknowledged to me that he/she/they executed the same on its behalf.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2021, before me _____,
personally appeared Neil Bradshaw, known or identified to me, to be the person whose name is
subscribed to the within instrument as Mayor of the City of Ketchum, and acknowledged to me
that he executed the same as authorized and on behalf of the City of Ketchum.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

EXHIBIT A

Grantor Real Property

EXHIBIT B

Easement Real Property

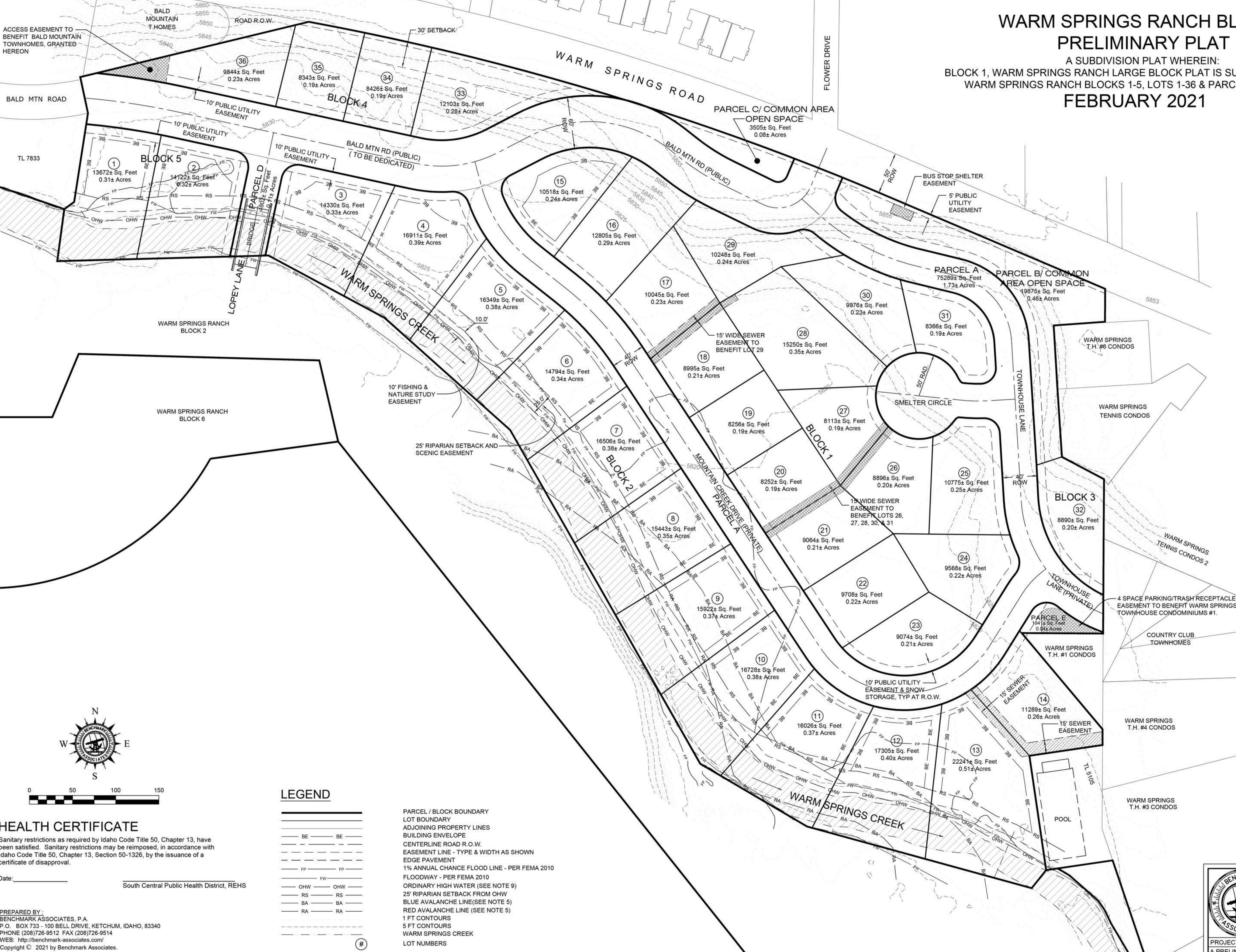
[Riparian zone along Warm Springs Creek as identified on plat map.]

Block 1 of Large Block 1.

WARM SPRINGS RANCH BLOCK 1 PRELIMINARY PLAT

A SUBDIVISION PLAT WHEREIN:
BLOCK 1, WARM SPRINGS RANCH LARGE BLOCK PLAT IS SUBDIVIDED CREATING
WARM SPRINGS RANCH BLOCKS 1-5, LOTS 1-36 & PARCELS A, B, C, D & E
FEBRUARY 2021

- NOTES:**
- ZONING IS GR-L.
 - PRIVATE ROAD #1 WITHIN WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCK 1, ALONG WITH ALL EASEMENTS WITHIN SAID ROAD ARE HEREBY VACATED.
 - PARCELS A & D ARE PRIVATE ROADS. PARCELS A & D WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. PRIVATE ROADS SHALL MAINTAIN A FREE AND CLEAR WIDTH OF 26 FEET FOR EMERGENCY VEHICLES. A 40-FOOT-WIDE ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT BLOCKS 2-7 IS GRANTED ON PARCELS A & D AS SHOWN HEREON. A 10-FOOT-WIDE SNOW STORAGE AND UTILITY EASEMENT IS GRANTED ADJACENT TO ALL PRIVATE ROAD PARCELS. NO PUBLIC PARKING IS PERMITTED IN PARCELS A & D.
 - PARCELS B & C ARE COMMON AREA OPEN SPACE AND SHALL BE MAINTAINED BY THE H.O.A. SNOW STORAGE IS GRANTED WITHIN ALL OF PARCELS B & C.
 - THE ACCESS AND PUBLIC UTILITY EASEMENT BENEFITING THE COUNTRY CLUB TOWNHOMES AND WARM SPRINGS TOWNHOUSE CONDOMINIUMS KNOWN AS TOWNHOUSE LANE IS RELOCATED WITHIN PARCEL A AS SHOWN HEREON.
 - BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS.
 - THE RED AND BLUE AVALANCHE ZONES ARE PER ARTHUR MEARS SITE SPECIFIC AVALANCHE HAZARD AND MAPPING ANALYSIS, APRIL 2001.
 - A 10' FISHERMAN'S AND NATURE STUDY EASEMENT IS GRANTED ALONG THE BANKS OF WARM SPRINGS CREEK. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE MEAN HIGH WATER MARK.
 - A 25' SCENIC EASEMENT AND RIPARIAN SETBACK EASEMENT IS GRANTED ALONG THE NORTH BANK OF WARM SPRINGS CREEK AS SHOWN HEREON. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE MEAN HIGH WATER MARK.
 - FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE (FP), AS DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0434 E - NOVEMBER 26, 2010.
 - ORDINARY HIGH WATER DELINEATION PER SAWTOOTH ENVIRONMENTAL CONSULTING, LLC, JUNE 2020. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.
 - LOTS 15 & 16 SHALL BE ACCESSED FROM MOUNTAIN CREEK DRIVE.
 - LOTS 33-36 SHALL BE ACCESSED FROM BALD MT. ROAD.
 - PARCEL D IS DEDICATED AS A PUBLIC PEDESTRIAN EASEMENT FOR ACCESS TO THE 10' FISHERMAN'S AND NATURE STUDY EASEMENT.
 - ANY CONSTRUCTION IN THE AVALANCHE OVERLAY ZONE ON LOTS 8-12 SHALL MEET THE REQUIREMENTS OF KETCHUM ZONING CODE 17.92, AS MAY BE AMENDED.
 - ANY DEVELOPMENT WITHIN THE REGULATORY FLOODPLAIN (AS MAY BE AMENDED) SHALL OBTAIN A FLOODPLAIN DEVELOPMENT PERMIT AND COMPLY WITH THE REQUIREMENTS IN KETCHUM ZONING CODE 17.88, AS MAY BE AMENDED.
 - FLOODPLAIN LINES, ORDINARY HIGH WATER AND SETBACKS ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE CREEK OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.
 - REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____ RECORDS OF BLAINE COUNTY, IDAHO.
 - DESIGN REVIEW IS REQUIRED FOR NEW DEVELOPMENT ON LOTS 33, 34, 35 & 36.
 - THE RIPARIAN ZONE IDENTIFIED IN BLOCK 1 SHALL BE DESIGNATED AS AN EASEMENT GOVERNED AND MANAGED BY AN OWNERS ASSOCIATION (HOA) TO ENSURE FUTURE MODIFICATIONS TO THE RIPARIAN ZONE AND THE STREAM BANK DO NOT OCCUR INDIVIDUALLY BUT OCCUR IN A COMPREHENSIVE COORDINATED APPROACH. PRIOR TO ANY MODIFICATION TO THE RIPARIAN ZONE OR STREAM BANK, AN OVERALL PLAN MUST BE DEVELOPED AND APPROVED BY KETCHUM. KETCHUM WILL NOT UNREASONABLY WITHHOLD, CONDITION, OR DELAY APPROVAL OF SUCH PLAN. ANY RIPARIAN AND STREAM BANK ALTERATIONS MUST CONFORM TO THE APPROVED PLAN.
 - A BUS STOP SHELTER EASEMENT IS GRANTED WITHIN PARCEL B TO BENEFIT MOUNTAIN RIDES AS SHOWN HEREON. THE BUS SHELTER SHALL BE MAINTAINED BY MOUNTAIN RIDES.
 - SHEET FLOODING CAN AND WILL OCCUR ON THE PROPERTY SHOWN HEREON, AND FLOODING MAY EXTEND BEYOND THE FLOODWAY AND FLOODPLAIN BOUNDARY LINES IDENTIFIED.
 - THE DECLARATION ESTABLISHING COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WARM SPRINGS RANCH SUBDIVISION HOMEOWNERS ASSOCIATION IS RECORDED UNDER INST. NO. _____ RECORDS OF BLAINE COUNTY, IDAHO.
 - RESIDENCES SHALL BE LIMITED TO SINGLE-FAMILY DWELLINGS ONLY. A TOTAL OF 36 DWELLING UNITS IS PERMITTED.
 - THE 25' RIPARIAN AREA SHALL BE MANAGED BY THE HOA ACCORDING TO A PLAN APPROVED BY THE CITY OF KETCHUM. ANY RIPARIAN OR STREAM BANK ALTERATIONS MUST CONFORM TO THE APPROVED PLAN.
 - THE USE OF CHEMICALS, FERTILIZERS, PESTICIDES, HERBICIDES, ETC. IS SUBJECT TO THE RESTRICTIONS IN KETCHUM MUNICIPAL CODE 17.88.040 C.3-6, AS MAY BE AMENDED.



HEALTH CERTIFICATE

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

Date: _____

South Central Public Health District, REHS

PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514
WEB: <http://benchmark-associates.com/>
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LEGEND

	PARCEL / BLOCK BOUNDARY
	LOT BOUNDARY
	ADJOINING PROPERTY LINES
	BUILDING ENVELOPE
	CENTERLINE ROAD R.O.W.
	EASEMENT LINE - TYPE & WIDTH AS SHOWN
	EDGE PAVEMENT
	1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
	FLOODWAY - PER FEMA 2010
	ORDINARY HIGH WATER (SEE NOTE 9)
	25' RIPARIAN SETBACK FROM OHW
	BLUE AVALANCHE LINE(SEE NOTE 5)
	RED AVALANCHE LINE (SEE NOTE 5)
	1 FT CONTOURS
	5 FT CONTOURS
	WARM SPRINGS CREEK
	LOT NUMBERS

P1

PRELIMINARY PLAT

WARM SPRINGS RANCH BLOCK 1

LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, IDAHO

PREPARED FOR : BRENNAN HOLDINGS, LLC.

PROJECT NO. 20071	DWG BY: ROB	CRD: 20071.CRD	20071 PRE-PL
A PRELIMINARY PLAT	DATE: 2/12/2021		SHEET: 1 OF 2



October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Findings of Fact, Conclusions of Law, and Decision for the Bluebird Village Community Housing Project

Recommendation and Summary

Staff recommends the Council approve the Findings of Fact, Conclusions of Law, and Decision for the Bluebird Village Community Housing Project and adopt the following motion.

Recommended Motion: "I move to approve the Findings of Fact, Conclusions of Law, and Decision for the Bluebird Village Community Housing Project."

The reasons for the recommendation are as follows:

- Footnote No. 2 of Ketchum Municipal Code §17.12.040 requires that all buildings greater than 48 feet or that contain a fourth floor receive final review and approval from the City Council. The Bluebird Village Community Housing Project contains a fourth floor and both buildings within the development exceed 48 feet in height.
- On August 10th, 2021, Planning & Zoning Commission approved the Bluebird Village Community Housing Project Design Review (Application File No. P21-063) conditioned upon the City Council's approval of the development's building height and fourth floor.
- The Ketchum City Council unanimously affirmed the Planning & Zoning Commission's approval of the Bluebird Village Community Housing Project design (Design Review Application File No. P21-063) and approved the development's building height and fourth floor during their regular meeting on October 4th, 2021.

Introduction and History

The Ketchum City Council held a public hearing and considered the Bluebird Village Community Housing Project during their regular meeting on October 4th, 2021. After considering Staff's analysis, the applicant's presentation, and public comment, the Ketchum City Council unanimously affirmed the Planning & Zoning Commission's approval of the Bluebird Village Community Housing Project design (Design Review Application File No. P21-063) and approved the development's building height and fourth floor. The City Council recognized that the development's proposed mass and scale will accommodate more housing units and address the community's critical need for affordable housing.

Staff has drafted the attached findings to reflect the City Council's approval of the Bluebird Village Community Housing Project design.

Attachments:

Bluebird Village Community Housing Project: Draft Findings of Fact, Conclusions of Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Bluebird Village Community Housing Project)	KETCHUM CITY COUNCIL
Building Height & Fourth Floor)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: October 18, 2021)	DECISION
)	

PROJECT: Bluebird Village Community Housing Project

ASSOCIATED APPLICATIONS: Conditional Use Permit P21-064, Pre-Application Design Review P21-027, Design Review P21-063

ARCHITECT: Michael Doty, Michael Doty Associates

DEVELOPER: Greg Dunfield, GMD Development & Ketchum Community Development Corporation

PROPERTY OWNER: City of Ketchum

PROJECT LOCATION: 480 N East Avenue (Ketchum Townsite: Block 45: Lot 3A) & Parking Lot at Southeast Corner of 5th Street & Alley (Ketchum Townsite: Block 45: W 75' Lots 7 & 8)

ZONING: Retail Core of the Community Core (CC-1)

OVERLAY: None

RECORD OF PROCEEDINGS

The Ketchum City Council held a public hearing and considered the Bluebird Village Community Housing Project during their regular meeting on October 4th, 2021. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Ketchum City Council unanimously affirmed the Planning & Zoning Commission’s approval of the Bluebird Village Community Housing Project design (Design Review Application File No. P21-063) and approved the development’s building height and fourth floor. The City Council recognized that the development’s proposed mass and scale will accommodate more housing units and address the community’s critical need for affordable housing.

Public Hearing Notice & Public Comment

The 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 15th, 2021. The public hearing notice was published in the Idaho Mountain Express on September 15th, 2021.

Public comment received prior to the City Council's review of the project was included as Attachment C to the October 4th, 2021 Staff Report. Public comment received following the Staff Report's publication was incorporated into the project record and forwarded to the Council for their consideration.

FINDINGS OF FACT

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

FINDINGS REGARDING BLUEBIRD VILLAGE COMMUNITY HOUSING PROJECT

51 New Affordable Rental Housing Units in Downtown Ketchum

The applicant, GMD Development in partnership with the Ketchum Community Development Corporation, is proposing to develop a community housing project with 51 deed-restricted community housing units. The project site consists of two City-owned parcels—Lot 3A (City Hall) and the west 75 feet of Lots 7 and 8 (rear parking lot). The development site is located within the Retail Core Subdistrict of the Community Core (CC-1). The community housing project consists of two buildings, Building A on the City Hall parcel and Building B on the parking lot, connected by a walkway across the Block 45 alley.

Bluebird Village project balances two key community objectives—preserving downtown's vibrancy and increasing Ketchum's supply of affordable housing units. This project will provide the social infrastructure that Ketchum so desperately needs in a high-quality, inclusive development downtown that is easily accessible by foot, bike, or transit. Bluebird Village will enhance downtown's vibrancy, support local businesses, and help maintain Ketchum's community by providing 51 affordable, rental units for locals who live and work in town.

FINDINGS REGARDING COMPLIANCE WITH COMPREHENSIVE PLAN VISION, VALUES, AND POLICIES

Community Housing Options for Ketchum Locals Living and Working in Town

We value a strong sense of community. Furthermore, we wish to be a place with a strong economy, vibrant downtown, diverse options for housing, and a varied demographic of people who live, work, and visit here.

--Community Vision, City of Ketchum 2014 Comprehensive Plan

For 52 years, Ketchum has acknowledged the need to diversify its housing options within town to retain its permanent population and labor force. The City's first policy statement emphasizing the community's critical need for affordable housing was adopted in 1969 in a resolution stating, "employment in the Ketchum area has drastically increased, to the end that a severe housing shortage exists for low-income families."

By the time Ketchum had adopted its first Comprehensive Plan in 1983, the community had experienced the consequences that resulted from extreme housing pressure created by second homes and speculative development. The private sector had done little to develop affordable housing units for residents with lower or moderate incomes. The 1983 Comprehensive Plan stated that the city should institute incentives to encourage the construction of more employee and affordable housing units.

The housing crisis escalated in Ketchum without arrest for twenty years. Focusing on housing's importance in a healthy community, the 2001 Comprehensive Plan stated that, "The City of Ketchum recognizes the need for a balanced and sustainable housing supply for residents, employees and visitors. An adequate and diverse housing supply in Ketchum is needed to ensure the viability of town life and businesses." Healthy communities depend on adequate housing options to provide permanent living units for a diverse group of people making it possible to live and work within town year-round.

The 2014 Comprehensive Plan identified housing as one of the ten core values important to the community's future emphasizing that housing should be integrated into the downtown core. The community wanted people who worked in Ketchum to have housing options to live in town. The 2014 Comprehensive Plan recognized community housing's critical role in supporting a vibrant downtown, strong economy, and a year-round population.

The Bluebird Village project balances two community key community objectives—preserving downtown's vibrancy and increasing Ketchum's supply of affordable housing units. This development is consistent with the community's vision and goals for downtown as detailed in the 2014 Comprehensive Plan. Bluebird Village will enhance downtown's vibrancy, support local businesses, and help maintain Ketchum's community by providing 51 affordable, rental units for locals who live and work in town.

FINDINGS REGARDING KETCHUM'S COMMUNITY HOUSING DEVELOPMENT INCENTIVES

Throughout the years, the zoning code was amended to encourage the development of affordable community housing downtown. These amendments to Ketchum's zoning code reflect a willingness to consider trade-offs of mass and scale impacts if other community objectives like increasing the supply of community housing units are met.

Since 1994, deed-restricted community housing has been encouraged through development incentives for projects in downtown Ketchum. The first regulations to incentivize development of deed-restricted housing for Ketchum's local, full-time, working population were enacted in 1994. Those incentives allowed additional height and floor area for community housing projects. Between 1994 and 2019, additional development incentives were incorporated into the zoning code to promote and develop community housing projects within the Community Core. Ketchum has long considered community housing projects and units to be a valuable and encouraged use within downtown developments.

The zoning code provides the following development incentives to encourage community housing projects downtown:

- No parking is required for community housing units.

- Community housing projects are eligible for 10 more feet of building height than market-rate developments. 52 feet is the maximum permitted building height for 100% community housing projects. Market-rate developments have a maximum permitted building height of 42 feet.
- Community housing projects may exceed the maximum permitted 2.25 gross FAR subject to Design Review approval.

FINDINGS REGARDING ENTITLEMENT PROCESS: ROLES AND DECISIONS

Design Review is required for the development of new mixed-use buildings in all zoning districts within the city (KMC §17.96.010.A4). The Planning & Zoning Commission has the authority to review and approve Design Review applications pursuant to Ketchum Municipal Code §17.96.030.B. The Planning & Zoning Commission approved the Bluebird Village Community Housing Project Design Review (Application File No. P21-063) during their regular meeting on August 10th, 2021, and adopted the associated Findings of Fact, Conclusions of Law, and Decision during a special meeting on August 24th, 2021. The Commission’s Design Review approval for the community housing project is conditioned upon the City Council’s approval of the development’s building height and fourth floor. Footnote No. 2 of Ketchum Municipal Code §17.12.040 requires that all buildings greater than 48 feet or that contain a fourth floor receive final review and approval from the City Council.

The project complies with all zoning and dimensional standards for community housing developments in the Community Core (KMC §17.12.040) except for the 10-foot fourth floor setback. The city has proposed a zoning code text amendment for projects that dedicate all residential use to community housing. The Commission’s Design Review approval is contingent upon the City Council’s approval of the zoning code text amendment proposing to modify the fourth-floor setback requirement for community housing project.

FINDINGS REGARDING ZONING CODE HISTORY

When the City of Ketchum first enacted a comprehensive zoning code through its adoption Ordinance No. 85 in 1965, the maximum permitted building height in the Community Core, then called the Business District, was 35 feet. It wasn’t until 2000 through the City’s adoption of Ordinance No. 849 that increases in maximum building height were permitted for certain roofing forms—38’-6’’ for flat roofs including parapet walls and 40’ for pitched roofs with gable ends. The City’s adoption of Ordinance 994 in 2006 established a form-based code for new developments downtown. Buildings were permitted a maximum of three floors under the form-based code. A fourth floor was permitted if all uses above the ground floor were exclusively affordable residential units. The consolidation of the City’s zoning code in 2015 through its adoption of Ordinance No. 1135 eliminated downtown’s form-based code. Buildings of three stories or less were permitted a maximum building height of 42 feet. The maximum height for community housing projects eligible for a fourth floor was 50 feet. Ordinance No. 1162 adopted in 2016 eliminated regulations related to the number of permitted floors but maintained the same maximum permitted building heights for market-rate and community housing development projects. These ordinances both included the same footnote requiring that buildings exceeding 48 feet in height or containing a fourth floor receive final approval from the City Council. This footnote was added to ensure that the additional building height would meaningfully contribute to the character of Ketchum’s built environment or meet key community objectives like the provision of community housing units. Ordinance No. 1202 adopted in 2019 increased the allowable building height permitted for community housing projects to a maximum of 52 feet.

FINDINGS REGARDING ZONING & DIMENSIONAL STANDARDS: BUILDING HEIGHT/4TH FLOOR

The upper levels of the Bluebird Village project will include 51 deed-restricted community housing units as well as amenities for the residents, including a rooftop deck, fitness center, and community room. Multi-family dwelling units are permitted within the Retail Core above the ground floor (KMC §17.12.020: Footnote 26). Developments in the CC-1 Zone that deed restrict all residential units above the first floor as community housing are qualified as 100% community housing projects (KMC §17.12.040: Footnote 1).

Community Core Dimensional Standards (Ketchum Municipal Code §17.12.040)

The project plans for the Bluebird Village Community Housing Project are included in the October 4th, 2021 Staff Report as Attachment A. Sheet A2.04 of the project plans shows the maximum heights of the two buildings.

The maximum permitted building height for community housing projects in the Community Core is 52 feet (KMC §17.12.040). The Bluebird Village project contains a fourth floor and both buildings within the development exceed 48 feet in height—Building A is 50’-10” and Building B is 48’-3”.

FINDINGS REGARDING PLANNING & ZONING COMMISSION’S DESIGN REVIEW APPROVAL

The zoning code allows community housing projects to exceed the maximum floor area and height permitted for market-rate projects. These development incentives were incorporated into zoning code to promote the development of community housing projects within downtown Ketchum. These increases in building size and mass are permitted at the Commission’s discretion through Design Review.

The Commission found that the project’s design and architectural features visually reduce the appearance of building bulk and mass to complement the scale and character of the surrounding built environment. The design utilizes both vertical wall and horizontal floor setbacks that move the building mass in and out from the property lines. Exterior materials change simultaneously with these setbacks to visually break up the building into distinct one-, two-, and three-story masses with visually distinguished façade designs. Upper-level balconies are placed at the corners to reduce the development’s rectangular bulk and soften its transition to neighboring buildings. Unlike existing downtown developments that cover the length of an entire Ketchum Townsite block, Bluebird incorporates an elevated walkway over the alley connecting the two main buildings. This approach accommodates space for light and air to move through building mass enhancing the development’s transparency and creating a unique urban spatial experience that will visually engage pedestrians and activate the streetscape.

The City Council expressed appreciation for the Planning & Zoning Commission’s review of the project commenting that their iterative process resulted in design modifications that improved the Bluebird development.

FINDINGS REGARDING SUSTAINABILITY IMPACT

Integrating affordable housing within the downtown commercial core in walking distance to jobs, stores, restaurants, and entertainment activities should decrease daily trips in and out of town currently made by commuters who work downtown but can’t afford to live in Ketchum. Residential density within downtown near public transit services promotes walkable environments where people

Bluebird Village Community Housing Project: Building Height & Fourth Floor

Findings of Fact, Conclusions of Law, and Decision

Ketchum City Council Meeting of October 18th, 2021

City of Ketchum Planning & Building Department

can connect to nearby neighborhoods by walking, biking, or commuting on the bus. Infill and redevelopment projects downtown decrease the need for costly infrastructure improvements, including new utility and transportation services. The Bluebird Village Community Housing Project incorporates sustainable building systems, including a roof-mounted solar panel system that will provide electricity for the development's common areas and heated sidewalks.

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 land use application for the development and use of the project site.
2. The Ketchum City Council has authority to review and approve all buildings greater than 48 feet or that contain a fourth floor pursuant to footnote 2 of Ketchum Municipal Code §17.12.040.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §17.96.080.
4. The Bluebird Village Community Housing Project meets all applicable standards specified in Title 17 of Ketchum Municipal Code and complies with the community's vision and values identified in the 2014 Comprehensive Plan.

DECISION

THEREFORE, the Ketchum City Council **affirms** the Planning & Zoning Commission's approval of the Bluebird Village Community Housing Project design and **approves** the development's building height and fourth floor this Monday, October 4th, 2021.

Findings of Fact **adopted** this 18th day of October 2021.

Neil Bradshaw
Mayor
City of Ketchum



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Authorize Long-term Solid Waste Franchise Agreement with Clear Creek Disposal (Obras, LLC)

Recommendation and Summary

Staff is recommending the Council conduct a public hearing regarding the approval a ten-year Solid Waste Franchise Agreement with Clear Creek Disposal. Staff will review the following during the meeting: (1) one policy item yet unresolved in the proposed new agreement (2.4-d page 7); (2) proposed service and customer rate adjustments; (3) feedback regarding recycling station location in South YMCA parking lot.

"I move approval of first reading by number and title of Ordinance 21-1228, a ten-year franchise agreement with Clear Creek Disposal (Obras, LLC)."

The reasons for the recommendations are as follows:

- City staff has coordinated with Clear Creek, City of Hailey and Blaine County regarding short-term and long-term service enhancements to recycling program.
- The new franchise agreement provides for short-term service enhancements such as a cardboard compacter and provides for future annual service changes (2.4 – page 7)
- A public hearing is scheduled on October 18th for the ten year franchise agreement with updated costing. Following the hearing, the city must notice for 30 day period before new franchise agreement becomes final.

Introduction, History & Analysis

The Council approved a series of short-term extensions to allow for due diligence to be completed associated with the long-term franchise agreement. Specifically, staff was waiting to finalized costs associated with the new cardboard compacter located near the YMCA. Following the public hearing, there is a required 30 day notice requirement before final adoption of the franchise agreement.

Staff did complete community outreach with approximately 273 participants. There was strong support (71.1%) to move to a cardboard compacter.

Staff has been working with Clear Creek Disposal to evaluate service enhancements associated with a new Franchise Agreement. This evaluation has been in partnership with the City of Hailey, Blaine County, Southern Idaho Solid Waste District as well as interested non-profit partners such as the Environmental Resource Center, Sun Valley Institute for Resilience and Ketchum Sustainability Advisory Committee.

A waste audit for Blaine County conducted by Warm Springs Consulting which concluded there were two major opportunity areas to explore:

- 23.5% of waste stream consisted organic materials.
- 18.1% included recyclable materials such as cardboard, paper and plastic.

In addition to those opportunities, two other related topics were explored:

- How to reduce the contamination and other negative impacts associated with the community drop off recycling sites.
- How to reduce the occurrence of bears and other animals being attracted to trash containers which in many instances results in euthanizing those animals.

The group evaluated multiple service scenarios and **initially** recommended the following new services:

- Curbside co-mingled recycling versus the current approach where residents must sort their recyclables. National evidence and experience in other western communities have demonstrated with this change it can result in 65%-100% increase of recyclable material. The new service would also allow for the collection of cardboard at the curbside. Customers would receive a new container on wheels. It would be collected every other week.
- Curbside collection of organic materials (food/yard waste). Customers would receive a cart and pickup with occur every other week (off-set with comingled recycling).
- Collection of glass would still occur at drop-off sites.

These recommendations carry logistical/role changes between Blaine County and the Southern Idaho Waste District at the Ohio Gulch Facility. The details were discussed at the recent joint meeting. For Clear Creek Disposal, there would be operational changes as well; ranging from the need to purchase and distribute additional carts as well as new trucks. All of this would result in an increase in monthly costs for customers.

Based on feedback from the Blaine County Commissioners and the City of Hailey, staff is recommending the following **REVISED** course of action:

Short-term

- Transition current cardboard drop off location from numerous open dumpsters to one compacter system.
- Offer the ability for customers to purchase wildlife proof containers but do not mandate.
- Continue to evaluate potential composting program and recycling enhancements.
- Return to the Council with an updated 10 year franchise agreement that enables annual evaluation/implementation to any future recycling service changes and associated customer charges.

Mid-term (next 1-2 years)

- Evaluate the concept on a five year phase-in of wildlife carts in all non-downtown locations.
- Based on community feedback, implement future service changes such as composting, curbside cardboard or co-mingled recycling.

Sustainability Impact

The Ketchum Sustainability Action Plan list these potential service improvements as items to explore to reduce the amount of solid waste going to the regional landfill.

Financial Impact

Clear Creek has proposed an initial (14%) rate adjustment to address inflation in costs associated with existing service as there has not been a rate adjustment in several years. Clear Creek has developed an initial cost estimate for each associated service enhancement outlined below:

- **Existing monthly rate = \$26.68**
 - 14% cost of service rate increase = \$ 6.25
 - Cardboard drop-off compacter = \$ 1.40
 - Increased cleanup at recycling drop-off = \$.65
- **New monthly rate = \$34.98**

Attachments:

1. Ordinance 21-1228
2. Franchise Agreement

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:

Neil Bradshaw
Mayor

ATTEST:

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

1.1 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 bundled. 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 bundled 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 **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.

2.6 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.

2.7 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,

2.8 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.

2.9 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 (15th) 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.

2.10 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

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.

2.13 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.

2.14 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.

2.15 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.

2.16 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
City Hall

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Recommendation to update the City of Ketchum Community Housing In-Lieu Fees

Recommendation and Summary

Staff is recommending the council evaluate the information provided by the Blaine County Housing Authority (BCHA) and staff and adopt the following motion increasing the City of Ketchum fee-in-lieu for community housing from \$238 to \$607:

“I move to approve the updated community housing in-lieu fees in the amount of \$607 per square foot and to include the fee in Fee Resolution 21-015 with an effective date of January 1, 2022.”

The reasons for the recommendation are as follows:

- The current in-lieu fee has not been updated since 2016.
- The methodology for calculating the fee has remained the same and BCHA has updated the fee calculation factors.
- An updated fee reflects current market conditions and results in additional funds for the production of community housing units.
- Compared with eight jurisdictions in Colorado, Wyoming, and Idaho, the City of Ketchum methodology is consistent with most peer resort communities

Introduction and History

The City of Ketchum adopted Ordinance 994 in 2006 establishing a community housing density bonus incentive which provided for an increased floor area ratio (FAR) in exchange for community housing. Changes have been made to the original requirement and Ketchum Municipal Code (KMC) Section 17.124.040 reflects the current standards. An applicant may satisfy the community housing requirement in different ways. One way is to contribute a housing in-lieu fee. Under KMC 17.124.040.B.2.c, the in-lieu fee shall be recommended by the governing housing authority on an annual basis and adopted by the City Council. The last fee update occurred in 2016.

The purpose of the density bonus incentive “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.” A project may exceed the permitted FAR within the city’s Community Core (CC-1 and CC-2), Tourist (T, T-3000, and T-4000), and

General Residential – High Density (GR-H) zone districts subject to review and approval of the project design by the Planning and Zoning Commission.

Projects taking advantage of the increased FAR must provide a certain square footage of community housing per the calculation outlined in KMC 17.124.040 or KMC 17.124.050 for hotels. The requirement may be satisfied by one or a combination of the following:

- Provide community housing on-site
- Construction of community housing off-site, within the city limits
- Acquisition of existing housing stock subject to City approval
- Land conveyance to the city
- Pay a fee-in-lieu of community housing

The methodology for applying the fee is established by ordinance in KMC 17.124.040.B.2.a and b. In-lieu fees are calculated, using a dollar per square foot rate. In-lieu fee payments are required prior to issuance of the building permit for the project. The current in-lieu fee is \$238.00 per square foot. As part of this update, BCHA and staff assessed the fee methodology and numeric assumptions for the City of Ketchum against eight jurisdictions in Colorado, Wyoming, and Idaho (See Attachment D). Based on this evaluation, BCHA and staff recommend retention of the existing fee methodology, with changes to two assumptions, as discussed below.

In early October 2021, staff distributed an information package to the development community for review and comment. This information package included a memo from BCHA outlining the draft in-lieu fee payment of \$646 (Attachment A). During final review of the in-lieu fee proposal, staff and BCHA found an error in the calculation for the Affordable Price Per Square Foot. The correct in-lieu fee is \$607, not \$646.

Analysis

An update to the fee began in late 2019 and was delayed due to COVID and permitting activities. The update resumed in July 2021. BCHA conducted market research and data analysis and city staff reviewed materials from other jurisdictions and conducted phone interviews with their staff. Of the eight jurisdictions contacted, two do not provide in-lieu fees as an option for community housing mitigation. Telluride and Jackson/Teton County jurisdictions limit the use of in-lieu fees to fractional amounts after on-site or off-site units have been provided.

Methodology

Since 2015 BCHA has used the same methodology for determining the in-lieu fee. Based on the evaluation of other jurisdictions, and the determination of BCHA and staff, no changes are being recommended to the methodology. See Attachment B for the 2016 BCHA Memo on in-lieu fees.

Assumptions

As outlined in the September 28th memo from BCHA (Attachment A), all assumptions used in the methodology remain the same and have been updated using current fiscal year data, except for two:

- Interest rate used for Target Affordable Purchase Price
- Administrative fee for construction of community housing units

BCHA recommended an interest rate of a 20-year rolling average as published by Freddie Mac. Staff and BCHA received feedback from the Sun Valley Board of Realtors that an interest rate of a 5-year rolling average as published by Freddie Mac would be more appropriate. BCHA evaluates this recommendation in a memo issued on October 13, 2021 (Attachment C). In review of peer resort communities, the data set for interest rate is varied between the 20-year average and a single point interest rate at the time of fee update, depending on jurisdiction. Changing the interest rate from a 20-year average to a 5-year average would reduce the recommended in-lieu fee from \$607 to \$584 per square foot.

BCHA also recommends an administrative fee of 15%, an increase to the 10% fee used in 2016. Staff supports this increase as administrative and soft costs associated with development are often 20% of construction costs. BCHA is recommending an increase in administrative costs to 15% considering the escalation in administrative costs for the city, BCHA, or future community housing developer to construct and manage community housing units.

Staff and BCHA received comments expressing concern for the abrupt increase in fee and the potential impact on future development. Staff and BCHA acknowledge that by not increasing the fee on an annual basis, a more abrupt increase results depending on market conditions. Staff and BCHA do not believe the fee to be prohibitive to development altogether, but will cause the development community to think more creatively about how the community housing requirements for projects can be met through means other than paying the in-lieu fee.

Effective Date of New Fee

The city has multiple development applications in process with the Planning and Building Department. In-lieu fees are paid prior to issuance of a Building Permit but are calculated as part of the planning approvals. Changes to the in-lieu fee may have an impact on projects that are in the process as development proposals have considered the current fee. The Council has three options:

- A. Apply the updated fees to all projects that have not obtained an exceedance agreement or building permit. As of September 30, 2021, this approach would apply to three projects at various stages of the review process.
- B. Exempt all projects that have filed complete planning applications but have not yet obtained a building permit. This approach would not impact any projects currently in the process.
- C. Adopt the in-lieu fee with an effective date of January 1, 2022.

Staff recommends option C as it provides clarity to the development community for future planning purposes without impacting projects that are currently in the planning process.

Conclusion

After considering all variables and assumptions, staff and BCHA recommend adoption of a fee-in-lieu rate of \$607.00 per square foot effective January 1, 2022.

Sustainability

Adoption of the proposed rate does not inhibit the City of Ketchum's ability to implement the 2020 Ketchum Sustainability Action Plan.

Financial Impact

Increasing the fee-in-lieu from \$238.00 per square foot to \$607.00 per square foot may increase the balance of the City of Ketchum in-lieu fund, however this is dependent on whether developers elect to build housing or pay the fee-in-lieu.

Attachments

- A. September 28, 2021 BCHA In-lieu fee recommendation memo
- B. 2016 BCHA In-lieu fee recommendation memo
- C. October 13, 2021 BCHA In-lieu fee recommendation memo
- D. Peer Resort Jurisdictions Comparison

Attachment A:
September 28, 2021
BCHA In-Lieu Fee
Recommendation Memo



MEMORANDUM

To: Suzanne Frick,
City of Ketchum,
Planning Director

From: Nathan Harvill,
Blaine County Housing Authority,
Executive Director

Date: 28 September 2021

Re: 2021 Housing In Lieu Fee Schedule and Update

The City of Ketchum adopts a housing in lieu fee schedule upon recommendation from the Blaine County Housing Authority in consultation with City staff. The current in lieu fee was adopted in 2016 using a methodology adopted by the City in 2015. The overall goal of the in lieu fee is to incentivize developers to include a Community Housing component in those developments which exceed the City's Floor Area Ratio (FAR) standard. Developers may elect to pay a fee to the City in lieu of inclusion of Community Housing in the development.

Target Affordable Home Price

The methodology recommended is based upon an affordability gap as identified by aggregating the 12-month median of housing sales in Ketchum and comparing those numbers to the HUD standard of affordability for a two-person household, as published by HUD each April. BCHA uses the mid-point of Income Category 4 (80% to 100% of AMI) to determine an affordability in the "middle" of the Income Category to aggregate an affordable price. This is done to make the "Target Affordable Purchase Price" available to more households within an Income Category without disproportionately benefiting households at the higher end of the Category (i.e. price set at the bottom of the Income Category) or penalizing households at the lower end of the Income Category (i.e. price set at the top of the Income Category).

Changes discussed between BCHA and staff include a more accurate representation of the Adjusted Interest Rate when calculating affordability. Previously, a set interest rate of 6.5% was used. The impact of using a higher assumed interest rate is a lower overall target affordable purchase price, which gives opportunities to a greater number of households for purchase while also setting a baseline of affordability that can withstand additional fluctuations in interest rates and other market forces. BCHA and staff felt a more accurate interest rate based upon a rolling average of 20 years, as published by Freddie Mac, better reflects the reality of interest rates over the term of an expected

occupancy in the Community Housing Unit and is in keeping with the standard used in other resort communities. The current 20-year average on a 30-year fixed mortgage is **4.85%**. This number is incorporated into the table that follows.

Target Affordable Purchase Price
(Ketchum In-lieu fee)

BCHA Income Category No.	3	4	5
Area Median Income	61% - 80%	81% - 100%	101% - 120%
Max. Annual Income (2 person HH, 2021 Income Limits)	\$48,000	\$60,000	\$72,000
Gross Monthly Income (Income Category Limits)	\$4,000	\$5,000	\$6,000
Targeted Monthly Income (Income Category Midpoint)	\$3,500	\$4,500	\$5,500
Affordable Monthly Housing Costs (30% of gross)	\$1,050	\$1,350	\$1,650
Utilities, Taxes & Insurance (15% of Gross Housing Costs)	\$158	\$203	\$248
HOA Dues (Ketchum median*)	\$312	\$312	\$312
Mortgage Payment Amount (Housing Costs, minus Utilities/Taxes/Insurance, minus HOA Dues)	\$581	\$835	\$1,091
Twenty Year Adjusted Average Interest Rate	4.85%	4.85%	4.85%
Max. Mortgage (30-year Term)	\$110,028	\$158,266	\$206,694
Down payment (3%)	\$3,301	\$4,748	\$6,201
Target Affordable Purchase Price	\$113,329	\$163,014	\$212,895

Market Rate Price

The 12-month *median* price of all homes sold in Ketchum is **\$1,085,000**. During that same interval, the *average* price was **\$1,661,408**. The median price is a more accurate measure as it insulates the data from influence by outliers in sales price.

Size of Units and Price per Square Foot

The median size of units sold in Ketchum over the last 12-month span is **1,697** livable square feet with a median price of **\$658 per square foot**. To accommodate for the large median home size, the City and BCHA established a median target of **1,250** square feet for Community Housing Units.

Administrative Fees

The administrative fees reflect that a developer, in choosing to pay the fee in lieu of onsite Community Housing, is passing administrative and soft costs associated with

developing that housing over to the City or a future Community Housing developer. Additionally, BCHA and staff discussed the administrative fee and up found that a 15% administrative fee would be appropriate and consistent with standards employed by other resort communities in the Mountain West region. The calculation in the table below incorporates a 15% Administrative Fee.

In Lieu Fee Calculation Table

Using the data above as its basis, BCHA recommends adoption of an in lieu fee payment of **\$646** per square foot in accordance with the City's existing ordinances related to the development of Community Housing. BCHA's recommended in lieu fee schedule is calculated in accordance with the table below:

City of Ketchum In-lieu Fee Calculation Worksheet	
<i>(Affordability Gap Method)</i>	
Market Rate Median Price*	\$1,085,000
Market Rate Median Size (Livable sq. ft.)	1,697
Market Rate Median Price per Square Foot*	\$658
Affordable Purchase Price	\$163,014
Affordable Price Per Square Foot	\$96
Affordability Gap (Purchase Price)	\$921,986
Affordability Gap (Price per Livable sq. ft.)	\$562
Administrative Fee (15%)	\$84
2021 Payment In-lieu (per sq. ft.)	\$646
*SVBOR Sold Data FY 2021	

Cordially,



Nathan S. Harvill,
Executive Director,
Blaine County Housing Authority



Attachment B:
2016
BCHA In-Lieu Fee
Recommendation Memo



February 8, 2016

To: Micah Austin, Planning Director
 Re: 2016 Housing In-lieu Fee

Each year the City of Ketchum adopts a housing in-lieu fee based on recommendations from the Blaine County Housing Authority. The current in-lieu fee was adopted in January of 2015. In 2015 BCHA developed and recommended a methodology, adopted by the city, for determining an in-lieu fee in the City of Ketchum based on the affordability gap in the city. Our recommended in-lieu fee for 2016 follows.

2016 Target Affordable Home Price
(Ketchum In-lieu fee)

BCHA Income Category	2	3	4	5
Area Median Income	< 60%	61% - 80%	81% - 100%	101% - 120%
Max. Annual Income (2 person HH, 2015 Income Limits)	\$37,800	\$50,400	\$63,000	\$75,600
Gross Monthly Income	\$3,150	\$4,200	\$5,250	\$6,300
Targeted Monthly Income		\$3,675	\$4,725	\$5,775
Affordable Monthly Payment (30% of gross)		\$1,103	\$1,418	\$1,733
Utilities, Taxes & Insurance (15%)		\$165	\$213	\$260
HOA Dues (Ketchum median)		\$288	\$288	\$288
Mortgage Payment Amount		\$649	\$917	\$1,185
Max. Mortgage (6.5%, 30 years)		\$103,000	\$145,000	\$187,500
Down payment		\$2,500	\$5,000	\$10,000
Target Affordable Purchase Price		\$105,500	\$150,000	\$197,500

Market-rate Price

The 12-month rolling average of the median price of all homes sold in Ketchum is \$610,000. The average price over the same time period is \$945,820. We use the median price because it is less influenced by abnormally large or small sales.

Size of Units and Price per Square Foot

The median size of units sold in Ketchum in the last twelve months is 1,812 square feet and the median price per square foot is \$336. To account for the relatively large median home size, we set a median target of 1,250 square feet for homes for the workforce.

Administrative Fees

By making a payment in-lieu of providing housing, a developer passes the administrative costs as well as the other soft costs associated with development to the city or the community housing developer. The city should consider adding an administrative fee to compensate for these soft costs. We use 10% in our recommendation. Soft costs are typically estimated to be 20% of the total cost of development.

City of Ketchum In-lieu Fee Calculation Worksheet <i>(2016 Affordability Gap Method)</i>	
Market Rate Median Price*	\$612,500
Target Median Size (sq. ft.)	1,250
Market Rate Median Price per Square Foot*	\$336
Affordable Purchase Price	\$150,000
Affordable Price Per Square Foot	\$120
Affordability Gap	\$462,500
Affordability Gap (per sq.ft.)	\$216
Administrative Fee (10%)	\$22
2016 Payment In-lieu (per sq.ft.)	\$238
<i>*SVBOR InfoSparks Jan 2016, 12 month rolling ave.</i>	

Respectfully Submitted,



David Patrie
Executive Director

Attachment C:
October 13, 2021
BCHA In-Lieu Fee
Recommendation Memo

MEMORANDUM

To: Suzanne Frick,
City of Ketchum,
Planning Director

From: Nathan Harvill,
Blaine County Housing Authority,
Executive Director

Date: 13 October 2021

Re: 2021 Housing In Lieu Fee Schedule and Update (Amended)

As a supplement to the original memorandum of September 28 and in consideration of further discussions with staff and stakeholders, I would like to provide additional information to the City of Ketchum as it discussed adopting a revised housing in lieu fee schedule. As previously discussed, the current in lieu fee was adopted in 2016 using a methodology adopted by the City in 2015. The overall goal of the in-lieu fee is to incentivize developers to include a Community Housing component in those developments which exceed the City's Floor Area Ratio (FAR) standard. Developers may elect to pay a fee to the City in lieu of inclusion of Community Housing in the development.

Target Affordable Home Price

While the methodology recommended is based upon an affordability gap as identified by aggregating the 12-month median of housing sales in Ketchum, staff and BCHA were questioned about the base line of a 2-person household. We have noted that new American Community Survey data show an estimated household size of 2.43 persons within the city of Ketchum and which is the basis of rounding our household estimates to 2 persons, using the HUD standard of affordability, as published by HUD each April. BCHA still recommends using the mid-point of Income Category 4 (80% to 100% of AMI) to determine an affordability in the "middle" of the Income Category to aggregate an affordable price. This rationale is explained in further detail in the September 28 memorandum.

Changes discussed between BCHA and staff include a more accurate representation of the Adjusted Interest Rate when calculating affordability. In the prior memo, BCHA and staff felt a more accurate interest rate based upon a rolling average of 20 years, as published by Freddie Mac, better reflects the reality of interest rates over the term of an expected occupancy in the Community Housing Unit and is in keeping with the standard used in other resort communities. After consultation and further discussion with

stakeholders, we thought a fairer assessment of the interest rates could be the 5-year average on a 30-year fixed mortgage (given that 5 years have elapsed since the last review of the City's in lieu fees), the 5-year adjusted average is currently **3.69%**. This number is incorporated into the updated table that follows.

BCHA Income Category No.	3	4	5
Area Median Income	61% - 80%	81% - 100%	101% - 120%
Max. Annual Income (2-person HH, 2021 Income Limits)	\$48,000	\$60,000	\$72,000
Gross Monthly Income (Income Category Limits)	\$4,000	\$5,000	\$6,000
Targeted Monthly Income (Income Category Midpoint)	\$3,500	\$4,500	\$5,500
Affordable Monthly Housing Costs (30% of gross)	\$1,050	\$1,350	\$1,650
Utilities, Taxes & Insurance (15% of Gross Housing Costs)	\$158	\$203	\$248
HOA Dues (Ketchum median*)	\$312	\$312	\$312
Mortgage Payment Amount (Housing Costs, minus Utilities/Taxes/Insurance, minus HOA Dues)	\$581	\$836	\$1,091
Five Year Adjusted Average Interest Rate	3.69%	3.69%	3.69%
Max. Mortgage (30-year Term)	\$126,260	\$181,723	\$237,186
Down payment (3%)	\$3,788	\$5,452	\$7,116
Target Affordable Purchase Price	\$130,048	\$187,175	\$244,302

Market Rate Price

There was a question from a stakeholder with regard to the baseline of the market price comparison. Previously, the standard unit of measure has been the 12-month median price of all homes sold in Ketchum, which is **\$1,085,000**. It was brought to our attention that the sale of luxury homes have potential to skew the median price, thus widening the parameters of the median.

While compelling, the goal of the in-lieu fee incentive and the community housing exceedance program is to reflect the open market in Ketchum and correspond it to the purchase price that a typical local household could afford, given the resources available to them. The reality is that world-wide competition for limited real property resources will consequently drive up the price. The market will seek to create the highest and best use of a parcel, and currently, as in the past, that trend has been toward high priced housing that is promoted worldwide and is beyond the reach of the local population. The goal of an in lieu fee is to find an amount that would close this gap for a local buyer of a given property, in the event that a developer is unable or unwilling to provide that local housing within a proposed development.

Administrative Fees

Further discussion was had concerning the purpose of administrative fees. As stated in memoranda from our predecessors at both BCHA and City of Ketchum Planning, these administrative fees reflect that a developer, in choosing to pay the fee in lieu of onsite Community Housing, is passing administrative and soft costs associated with developing that housing over to the City or a future Community Housing developer. To further clarify, this fee is for delivery of the initial development of Community Housing off site from a proposed development, including the vetting of proposals wishing to access in lieu funds and guidance through the approval process beyond simply collecting and disbursing the funds.

Recommended Community Housing Size

In the past, the recommended size for Community Housing Units was set at **1,250** by BCHA's and City of Ketchum Planning Department predecessors. In the September 28 memorandum, The in-lieu fee was calculated using the median square footage at market (1,697), rather than the Community Housing recommended square footage of 1,250. This error is also corrected in the calculation below.

In Lieu Fee Calculation Table

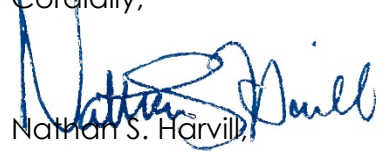
Using the new data above as its basis, BCHA offers a different consideration for the Council and Mayor that includes an alternative in lieu fee payment of **\$584** per square foot in accordance with the City's existing ordinances related to the development of Community Housing (Using the Household size of 2, the 5-year average adjusted interest rates, and target of 1,250 recommended square footage as as baselines). This alternate in lieu fee schedule is calculated in accordance with the table below:

City of Ketchum In-lieu Fee Calculation Worksheet <i>(Affordability Gap Method)</i>	
Market Rate Median Price*	\$1,085,000
Market Rate Median Size (Livable sq. ft.)	1,697
Market Rate Median Price per Square Foot*	\$658
Affordable Purchase Price	\$187,175
Recommended Community Housing Unit Sq. Footage	1,250
Affordable Price Per Square Foot	\$150
Affordability Gap (Purchase Price)	\$897,825
Affordability Gap (Price per Livable sq. ft.)	\$508
Administrative Fee (15%)	\$76
2021 Payment In-lieu (per sq. ft.)	\$584

Future Review

Finally, BCHA recommends an annual review of the in-lieu fee to take place during the month of April or as soon after the new Income Limits are published by HUD and adopted by BCHA. Additionally, BCHA recommends a meeting with stakeholders and staff to look at further discussions related to a potential calculation of in lieu fees and/or inclusionary Community Housing as a part of exceedance agreements that are more project-specific to achieve more accurate analysis. BCHA is willing and able to participate in these future policy discussions, as needed and requested by the City.

Cordially,



Nathan S. Harvill,
Executive Director,
Blaine County Housing Authority



Attachment D: Peer Resort Jurisdictions Comparison

Comparison: Assumptions for Target Affordable Purchase Price

The chart below compares the assumptions used to generate the Target Affordable Purchase Price for the City of Ketchum in 2016 with the Peer Resort Jurisdiction's assumptions for Target Affordable Purchase Price.

Assumption	2016 City of Ketchum Assumption	Data Input for City of Ketchum Assumption	Peer Resort Comparison
Income Category	Category 4	Annual income data issued by HUD in April each year	Data input is consistent, income category target varies by community
Household Size	2-person household	Average household size based on census data	All communities use average household size of the jurisdiction, except for Jackson/Teton CO
Percent of Income to Housing	30% of gross annual income	Affordable Housing Best Practice	All communities use 30% except for Jackson/Teton CO
Utilities/Taxes/Insurance	15% of housing cost	Estimate based on market conditions	All communities include utilities/taxes/insurance at an estimate based on local market data
HOA fees	Median from all sales	MLS Transaction Data	All communities include HOA dues at varying levels based on transaction data
Term of Loan	30-year fixed	Affordable Housing Best Practice	All communities use a 30 year fixed rate mortgage
Interest Rate	6.50%	Estimate based on market conditions	Most communities use an average of posted interest rates over a set period of time. Jackson/Teton CO is the only other community with a set interest rate.
Down Payment	3%	Estimate based on market conditions	Most communities use a 3-5% down payment assumption. Eagle County assumes 10% but have received recent feedback that the assumption is too high. Amount is dependent on loan product and individual circumstances

Peer Resort Jurisdictions: Detail

The chart below provides the detail of each jurisdiction and the assumptions use for fee-in-lieu of community housing.

	Mechanism	Cash-in-lieu Methodology	Target Affordable Purchase Price Assumptions					
			% of Income	Mortgage Term	Household Size	Interest Rate	Down Payment	Admin Fee
Ketchum, ID	Incentive - Density Bonus	Free Market Affordability Gap	30%	30 year fixed	Average Household Size	5 year average	3%	15%
McCall, ID	Incentive - Density Bonus	N/A	No cash-in-lieu option					
Vail, CO	Impact Fee	Free Market Affordability Gap	30%	30 year fixed	Average Household Size	7%	5%	
Eagle County, CO	Impact Fee	Free Market Affordability Gap	30%	30 year fixed	Average Household Size	30 year average	10%	15%
Steamboat Springs, CO	N/A	N/A	No cash-in-lieu option					
Jackson/Teton CO, WY	Impact Fee	Free Market Affordability Gap	22%	30 year fixed	Unit size and employees per household	20 year average	5%	0%
Telluride, CO	Impact Fee	Blended Method	Methodology Varies					
Pitkin County, CO	Impact Fee	Free Market Affordability Gap	30%	30 year fixed	Average Household Size	Current year - updated annually	5%	10%
Aspen, CO	Impact Fee	Blended Method	Methodology Varies					



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 21-015 Adopting Fees and Fee Schedules for All City Departments

Recommendation and Summary

Staff is recommending the Council adopt Resolution 21-015 adopting a revised fee schedule for the City of Ketchum with the following motion:

Motion Option #1: "I move to adopt Resolution 21-015 adopting fees and fee schedules for all City departments."

Motion Option #2: "I move to adopt Resolution 21-015 adopting fees and fee schedules for all city departments with the exception of In-Lieu Housing Fees pending further analysis by staff"

The reasons for the recommendation are as follows:

- Idaho State Law requires the city council to adopt a comprehensive list of fees/charges. It also mandates that any new fee or fee that is increased 5% or greater conduct a public hearing.
- The FY22 budget assumed a 4.9% increase to both water and wastewater rates to provide resources to operate and maintain the system in a state of good repair.
- Each city department has reviewed the previous fiscal year list and have recommended the attached changes in order to properly recover costs associated with specific programs.

Introduction and History

Fees charged by the City are established via a resolution of the City Council. Resolution 15-018 established the first citywide fee resolution for the City of Ketchum. The fee resolution has been periodically updated to add new fees or modify existing ones. Attached is the fully fee schedules with changes listed in red.

Financial Impact

The connection fees included in Resolution 21-015 are anticipated to provide necessary funding to the utility funds (water and wastewater) in order to accurately recover the cost of new connections.

Attachments

- Attachment A: Resolution 21-015
- Attachment B: Redline of Fee Resolution

RESOLUTION NUMBER 21-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on November 18, 2019, and adopted Resolution 19-029, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on January 6, 2020, and adopted Resolution 20-005, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on September 21, 2020, through Resolution 20-023.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

Section 1: Planning and Building Department Fees

TABLE 1-A BUILDING PERMIT and PLAN CHECK FEES	
TOTAL VALUATION¹	FEE
\$1.00 to \$500.00	\$24.50
\$501.00 to \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
PLAN CHECK FEES	
Plan Check Fee	65% of Permit Fee
P&Z Plan Check Fee	70% of Plan Check Fee
Fire Department Plan Check Fee	Same as P&Z Plan Check Fee
Revisions to Building Permit Plans:	
Review without a Design Review Permit	\$250.00
Review with a Design Review Permit	\$450.00
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge--two hours)	\$60 per hour ²
2. Re-inspection fees assessed under provisions of Section 109.7	\$60 per hour ²
3. Inspections for which no fee is specifically indicated (minimum charge--one-half hour)	\$60 per hour ²
4. Additional and partial inspections above the minimum required by the building codes may be charged (minimum charge—one hour)	\$60 per hour ²
5. Additional plan review required by changes, additions or revisions to plans (minimum charge--one-half hour)	\$60 per hour ²
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge)	\$100 ²
7. For use of outside consultants for plan checking and inspections, or both	Actual costs ³
8. Penalty for commencement of work without a building permit (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)	\$1,000
9. Deferred submittals, per each submittal	25% of Plan review fee
10. Temporary Certificate of Occupancy (non-refundable)	\$1,000 per week
11. Alternative Energy System Installation	\$100 ⁴
11. Demolition Fee	\$150 ⁵
12. Administrative Review Fee	\$190 per day
Notes to Table 1-A	
1 Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project.	
2 Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
3 Actual costs include administrative and overhead costs.	
4 Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
5 A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	

BUILDING PERMIT AND REVIEW FEE POLICIES

Administrative Review Fee. An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

Expiration of an Inactive Building Permit. Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

Fees for re-roofs. A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However, when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

Fees for repairs. Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

Fire Department Review. Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

Incomplete construction documents. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Issuance of a Building Permit. A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

Payment of Fees. On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

Penalty for Commencement of Work without a Building Permit. This penalty shall be assessed in in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of topsoil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

Planning Department Review, Inspection and Fees. Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

Plan Review Fees. When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

Security Agreements. A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

Temporary Certificate of Occupancy. A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

Waiver of Fees as an Economic Development Incentive. Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approve all projects for a fee waiver that meet these criteria.

TABLE 1-B PLANNING & ZONING FEE SCHEDULE

APPLICATION TYPE	FEE (\$)
DESIGN REVIEW	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel Pre-Application	\$0.10/sq. ft.
Hotel Design Review (not phased)	\$0.32/sq. ft.
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft.
	3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft
SUBDIVISION	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per altered lot
Vacation	\$1,615
FLOODPLAIN DEVELOPMENT PERMITS	
Streambank Alteration	\$500 plus applicable consultant review expenses
Emergency Streambank Alteration Permit	\$250 permit fee, applicable consultant review expenses, and \$1,000 refundable deposit to be refunded upon approval of follow-up Streambank Alteration Permit
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
Subdivision in Floodplain	\$350 per lot located wholly or partially within flood plain plus applicable consultant review expenses
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, substantial landscape/riparian alteration (including removal of five or more riparian trees)	\$250
Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation	\$125
OTHER PERMITS	
Administrative Use Permit	\$250
Sign	\$125
Fence	\$100
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$1,100
Appeals	\$2,175 (+ cost of transcript if required)
Off-Site Vendor	\$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom.
Grading	\$125
Hotel PUD	\$0.48/sq. ft.
Snow Storage Permit – Neighborhood	\$75
Snow Storage Permit – Commercial	\$125
Snow Storage Permit – Conditional Use Permit	\$250

c.3. Consultants Fees. Fees for use of outside consultants for plan checking and inspections, or both. Fee: Actual Costs Charged by Consultants per Project Review	Actual Costs
c.4. Cryogenic fluids. An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10. <u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading. Permit Fee	\$50.00
c.5. Daycare Inspection. Inspection Fee	\$25.00
e.l. Emergency responder radio coverage system. A construction permit is required to install or modify an emergency responder radio coverage system and related equipment. Permit Plan Review Fee Inspection and Testing Fee per hour	\$500.00 \$55.00
e.2. Explosives or blasting agents. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials. Permit Fee	\$100.00
f. 1. Fire clearance permits. Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes. Permit Fee	\$25.00
f.2. Flammable or combustible liquids. An operational permit is required per Section 105.6.16. Permit Fee	\$100.00
h.l. Hazardous Materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee	\$100.00
h.2. Hood and duct. An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee	\$50.00
L.1. Liquefied petroleum gases. An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee	\$75.00
o.l. Oil or fuel tank removal. A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. Permit Fee	\$100.00

<p>o.2. Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires.</p>	<p>Permit Fee</p>	<p>\$50.00</p>
<p>p.1. Plan check fees: Fee for initial plan check for building construction.</p>	<p>Permit Fee</p>	<p>70% DBS plan check fee</p>
<p>Fee for any additional checks of revised plans for building construction is the same</p>		
<p>p.2. Pyrotechnical special effects material. An operational permit is required for use and handling of pyrotechnic special effects material.</p>	<p>Permit Fee</p>	<p>\$100.00</p>
<p>s.1. Solar photovoltaic power system. A construction permit is required to install or modify solar photovoltaic power systems.</p>	<p>Permit Fee</p>	<p>\$50.00</p>
<p>s.2. Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24.</p>	<p>Permit Fee</p>	<p>\$100.00</p>
<p>t.1. Tents, canopies and temporary membrane structures. An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code.</p>	<p>Permit Fee</p>	<p>\$40.00</p>
<p>u.1. Use of apparatus. Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door.</p>	<p>Personnel per hour</p>	<p>\$55.00</p>
	<p>Ambulance Staffed with 2 EMTs per hour</p>	<p>\$145.00</p>
	<p>Fire Engine Staffed with 3 Firefighters per hour</p>	<p>\$175.00</p>
	<p>Staff Vehicle Staffed with 1 Firefighter or EMT per hour</p>	<p>\$100.00</p>

Section 3: Parks, Events, and Recreation Department Fees

Table 3A – Youth After School Program Fees (payment plans and scholarships available)

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Swimming (6 weeks session)	\$75.00
Additional after school activities	\$36.00 rec member/\$68.00 non-member

Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)

Full summer (ten weeks M-Th)	\$920.00
Per week (M-TH)	\$130.00
Per day (drop-in)	\$36.00
Swimming (10 weeks session)	\$125.00
Friday Adventures (requires individual registration)	Cost is activity dependent

Table 3C – Park Reservations

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$160.00
101 people or more: \$160.00	101 people or more: \$320.00
Refundable Security Deposit (over 100 people): \$250.00	
<i>*additional departmental fees and security deposit fees may apply</i>	

Table 3D – Atkinson Park athletic fields, Recreation Center

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

Table 3E – Organized Sports Leagues/Commercial Use Permit*

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
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*Commercial uses when organizer charges an admission or participation fee

Table 3F – Special Events*

Street Party Application Fee	\$100.00
Block Party Application Fee	\$50.00
Category A – application fee	\$100.00
Category B – application fee	\$400.00
Category C – application fee	\$800.00
Facility Fee	\$150.00 per day
Visitor Center Window Advertising Permit	\$75.00
Music License Fee	\$10 per day

Street Closure for Designated Event Location	\$100.00
Street Closure for Non-Designated Event Location	\$500.00
Refundable Security Deposit (<i>Street Party & Small Events</i>)	\$250.00
Refundable Security Deposit (<i>Medium & Large Events</i>)	\$500.00
<i>*additional departmental fees and security fees may apply.</i>	

*Additional departmental fees may apply and are assessed following the event

Table 3G – Film Permit*

Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

* Additional departmental fees may apply and are assessed following the event

Table 3H – Memorials and donations

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
--	---

Table 3I – Tree Services

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

PARKS & RECREATION DEPARTMENT FEE POLICIES

Liability Waiver and Insurance Requirements. Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

Youth Program Photo Release. Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

Refunds. No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

Section 4: Public Works Department Fees

TABLE 4-A STREET DIVISION FEES	
Banner Install/Remove	\$175
Right of Way Encroachment Agreement	\$150
Temporary Use of the Right of Way Permit (TURP)	\$100
Dig Permit	\$50
Barricade Rental	\$20
Security Agreement/Performance Bond Processing Fee	\$100

* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

TABLE 4-B WATER DIVISION FEES	
City water tap and corporation stop installation 1" tap 1 1/2" tap 2" tap	In addition to connection fees in table 4-D \$203 \$220 \$247
Non-Standard Connection Fee	Time and material cost to city
Water Meter Fee – 1" Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 3" Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Vaults	\$1,035
Fire Line Permit Fee	\$253
Turn-On Fee	\$15.18 \$25.00
Turn-Off Fee	\$15.18 \$25.00
Water User Charges – Metered Users Base charge <u>Gallons Supplied</u> 1,000 – 8,000 8,001 – 65,000 65,001 – 120,000 >120,000	\$13.87 \$14.55 per month (residential or commercial) Additional Charge per 1,000 gallons \$1.10 \$1.15 \$2.20 \$2.31 \$4.43 \$4.65 \$6.65 \$6.98
Water User Charges – Non-Metered Users <u>Residential Flat Rate</u> First five (5) cold water taps or less Each additional cold water tap Irrigation and sprinkling per each 1,000 square feet of lot area <u>Commercial Flat Rate</u> First five (5) cold water taps or less Each additional cold water tap Irrigation and sprinkling per each 1,000 square feet of lot area	\$23.89 \$25.06 per month/unit \$2.21 \$2.31 per month/unit \$0.80 \$0.83 per month/ unit \$36.66 \$38.46 per month/unit \$3.05 \$3.20 per month/unit \$0.80 \$0.84 per month/unit

Fire User Charge	
<u>Connection Size</u>	
2"	\$8.21 per month
4"	\$16.70 per month
6"	\$33.56 per month
8"	\$49.61 per month
10"	\$67.16 per month
12"	\$83.11 per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	\$15.92 \$25.00 per day

TABLE 4-C WASTEWATER DIVISION FEES

Service Inspection Fee		\$40
Sewer User Charges		
Service No.	Classification	Rate Per Month
11	Single family home	\$39.12
12	Multiple living unit	\$39.12
13	Motel / hotel (first unit)	\$39.12
15	Office building / 1,500 square feet	\$39.12
16	Retail sales / 3,000 square feet	\$39.12
17	Restaurant / cafe per seat with or without a trap	\$3.86
20	Retail food / 1,500 square feet	\$39.12
21	Barber shop / per chair	\$19.54
22	Beauty salon / per operator	\$39.12
26	Dry cleaners	\$78.20
27	Garage / mechanical per 1,500 square feet	\$78.20
28	Laundries	\$156.44
29	Bank	\$78.20
30	School / per 50 students	\$39.12
31	Swimming pool / private / 500 square feet	\$9.72
32	Beer, wine, liquor	\$78.20
33	Theater / per screen	\$78.20
35	Nursery school	\$78.20
36	Church	\$78.20
37	Lodge / private / 3,000 square feet	\$78.20
39	Dentist / doctor/ per medical doctor	\$42.10
40	Car wash with recycle	\$42.10
41	Hospital / per bed	\$7.80
42	Bowling alley / per lane	\$15.63
43	Car wash without recycle / per bay	\$78.20
44	Commercial / 3,000 square feet	\$39.12
45	Photo development lab	\$78.20
46	Gas station with public restrooms	\$78.20
47	Warehouse / 6,000 square feet	\$39.12
48	Swimming pool / public / 500 square feet	\$29.90
54	Motel / hotel unit without cooking	\$9.72
55	Motel hotel, with cooking	\$19.54
56	Senior family living home	\$19.54
Returned Check Charge		Actual Cost

Table 4-D Water and Wastewater Connection Fees

Meter Size	Base Connection Fee Scale Factor	Water Connection Fee	Wastewater Connection Fee
1"	1.00	\$3,816.00	\$2,921.00
1.5"	2.25	\$8,586.00	\$6,572.25
2"	4.00	\$15,264.00	\$11,684.00
3"	9.00	\$34,344.00	\$26,289.00
4"	16.00	\$61,056.00	\$46,736.00
6"	36.00	\$137,376.00	\$105,156.00

* Connection Fees are pursuant to October 18, 2019, Galena Engineering Report

Section 5: Administrative/City Clerk Fees

TABLE 5-A BUSINESS LICENSE AND TAX FEES

Business License	Fee \$50.00	<p>Late Fee Charge \$10.00 for business license application received after the deadline.</p> <p>Waiver of Business License Fee The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p>
City Local Option Tax	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor.	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due
Catering Permit	\$20.00 per day or as determined by Idaho Code 23-934A	

TABLE 5-B ADMINISTRATIVE SERVICES FEES

Copying Fee Schedule

Cost per copy (in-house)

Black & White

\$.06/page: 8.5"x11" Single-sided

\$.06/page: 8.5"x14" Single-sided

\$.11/page: 8.5"x11" Double-sided

\$.11/page: 8.5"x14" Double-sided

\$.15/page: 11"x17" Single-sided

\$.29/page: 11"x17" Double-sided

Color

\$.65/page: 8.5"x11"

\$.65/page: 8.5"x14"

\$.85/page: 11"x17"

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

24" X 36"

\$ 3.30/page

22" X 34"

\$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator

Current Salary divided by 2,080 hours per year

Department Head

Current Salary divided by 2,080 hours per year

Assistant or Associate

Current Salary divided by 2,080 hours per year

City Clerk

Current Salary divided by 2,080 hours per year

Network Consultant

Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 22st day of September, 2021.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick
City Clerk



City of Ketchum

October 13, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Alter the City Alcohol License Expiration Date

Recommendation and Summary

Staff is recommending the council alter the current alcohol license expiration date by adopting the following motion:

“I move to approve the third reading of Ordinance No. 1218 by name and title only.”

The reason for the recommendation is as follows:

- To relieve the burden on business owners during the yearly liquor licensing.
- Many cities stagger the expiration date of the city alcohol license to give business owners ample opportunity to receive their state and county licenses.

Introduction and History

As per Ordinance 882, city liquor licenses expire on the same day as state and county licenses. To apply and receive a city license the applicant must present a renewed state and county liquor license. Excessive time was spent tracking down state and county liquor licenses so applications could come before council without the city license lapsing. The changes to Ordinance 882 are underlined as follows:

- AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING CHAPTER 5.04 OF THE KETCHUM CITY CODE PERTAINING TO THE DATE OF RENEWING CITY RETAIL ALCOHOLIC BEVERAGE LICENSE TO COINCIDE WITH FALL ONE (1) MONTH AFTER THE STATE AND COUNTY RENEWAL DATES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND, PROVIDING AN EFFECTIVE DATE.
- Each license shall be issued for a year beginning at one minute past twelve a.m. on ~~August 1~~ September 1 through ~~July 31~~ August 31, provided, however, should a license be issued for less than a full year, the license fee shall be prorated in accordance with the actual months of issuance. There shall be no refunds on any license issued.

Sustainability Impact

There is no sustainability impact arising from this reporting.

Financial Impact

Liquor licensing fees will primarily be reported in August, instead of July.

Attachments

Original Ordinance 882 and New Ordinance 1218

ORDINANCE NO. 882

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING CHAPTER 5.04 OF THE KETCHUM CITY CODE PERTAINING TO THE DATE OF RENEWING CITY RETAIL ALCOHOLIC BEVERAGE LICENSE TO COINCIDE WITH THE STATE RENEWAL DATES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 5.04.50 is amended as follows:

5.04.050 License Fee

The license fee imposed and collected for each license required under this Ordinance shall be as follows:

License Classification	Annual License Fee
Beer	
1. Retail sale of draft beer, or bottled or canned beer to be consumed on premises	\$200.00
2. Retail sale of bottled or canned beer to not be consumed on premises	\$50.00
Wine	
1. Retail sale of wine by the bottle or glass to be consumed on premises	\$200.00
2. Retail sale of wine by the bottle not to be consumed on the premises	\$200.00
Liquor License	
Retail sale of liquor by-the-drink	\$560.00

Each license shall be issued for a ~~calendar~~ year beginning at one minute past twelve a.m. on ~~January 15 through January 14~~ August 1 through July 31, provided, however, should a license be issued for less than a full ~~calendar~~ year, the license fee shall be prorated in accordance with the actual months of issuance. There shall be no refunds on any license issued.

SECTION 2. REPEALER CLAUSE. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force from and after its passage and approval and publication.

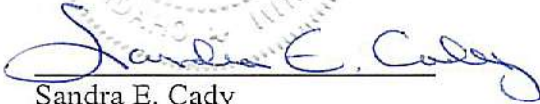
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF KETCHUM,
IDAHO on this 17th day of September, 2001.



David C. Hutchinson
Mayor



ATTEST:



Sandra E. Cady
City Clerk

Publish: Idaho Mountain Express
September 26, 2001



ORDINANCE NO. 1218

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING CHAPTER 5.04 OF THE KETCHUM CITY CODE PERTAINING TO THE DATE OF RENEWING CITY RETAIL ALCOHOLIC BEVERAGE LICENSE TO FALL ONE (1) MONTH AFTER THE STATE AND COUNTY RENEWAL DATES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 5.04.50 is amended as follows:

5.04.050 License Fee

The license fee imposed and collected for each license required under this Ordinance shall be as follows:

License Classification	Annual License Fee
Beer	
1. Retail sale of draft beer, or bottled or canned beer to be consumed on premises	\$200.00
2. Retail sale of bottled or canned beer to not be consumed on premises	\$50.00
Wine	
1. Retail sale of wine by the bottle or glass to be consumed on premises	\$200.00
2. Retail sale of wine by the bottle not to be consumed on the premises	\$200.00
Liquor License	
Retail sale of liquor by-the-drink	\$560.00

Each license shall be issued for a year beginning at one minute past twelve a.m. on September 1 through August 31, provided, however, should a license be issued for less than a full year, the license fee shall be prorated in accordance with the actual months of issuance. There shall be no refunds on any license issued.

SECTION 2. REPEALER CLAUSE. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force from and after its passage and approval and publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF KETCHUM,
IDAHO on this 20th day of September 2021.

Neil Bradshaw
Mayor

ATTEST:

Tara Fenwick
City Clerk



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Conduct Public Hearing and Approve for Second 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 second reading of Ordinance 1226 and adopt the following motion:

I move to approve the second 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 second 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 for all projects except for projects where 100% of the residential units are community or workforce housing	10'	
Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades for all projects except for projects where 100% of the residential units are community or workforce housing		
Setback for 4th 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	An average 10' setback from the ground floor building facade.	
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 ¹	52 ²	
Hotel building height (for hotel development standards see subsection 17.124.050B6 of this title)	68 ²	
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

October 18, 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 first reading of Ordinance 1227 and adopt the following motion:

I move to approve the first 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 ELECTIC CHARING 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

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.

15.20.020 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.

15.20.030 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.

15.20.070 969 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.

15.20.080 070 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,

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.



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion and Direction to Staff on Winter Parking Program

Recommendation and Summary

Staff is requesting council direction regarding improvements to the winter parking program. The reasons for the request are as follows:

- Build upon last year's pilot program and apply lessons learned
- Enable residents and visitors additional parking options to decrease instances of Driving Under the Influence
- Seek a balance between snow removal efficiency and positive resident/visitor experience

Introduction, History & Analysis

Last year, city code was amended to allow for a new winter parking pilot program. Historically, the city code prohibited overnight parking on public streets during the winter to allow for safe and efficient removal of snow. Those who violated this law had their vehicle towed to an impound lot. The average annual total tows have been between 50 and 60. The owner of the vehicle would be charged \$250 and would then have to coordinate with the tow operator to retrieve their vehicle from the secured tow lot. There was an additional \$50 daily charge for storage.

The goal of the pilot program was to be more user friendly to both residents and visitors. Specifically, the Washington Street parking lot was designated even/odd nights for overnight parking. In addition, First Avenue between River Street and First Street was designated for even/odd overnight parking as well as between 4th and 6th Streets on 2nd Avenue. The pilot also discontinued the practice of towing to a lot and instead relocated cars to the closest street that had already been cleared of snow. Vehicle owners who were towed, paid a \$90 tow fee and \$40 parking ticket.

Staff will provide a brief presentation to review lessons learned from last year. Overall the pilot program was successful with the following areas identified for improvement:

- Signage in parking lot and on-street was too wordy and confused participants
- Evaluate a decreased rate for winter monthly parking pass at Washington Street lot due to low utilization. Evaluate increasing tow/parking ticket to encourage greater proactive compliance.
- Identify a better sign-up and notification process for snow removal evenings
- Increase number of tow trucks for initial callout from one to two
- Potentially change tow cutoff time from 2 a.m. to 1 a.m.

Next Steps

Based on the Council's direction, a special Traffic Authority meeting would be held to receive public testimony. Staff would then implement a multi-faceted public education effort to inform residents, visitors, businesses and workers regarding these options.

Staff would continue to track the following metrics to help gauge the success of the project:

- Number of DUI citations
- Level of satisfaction from residents/adjacent businesses
- Impact to snow removal operations and safety
- Financial impact to city

Sustainability Impact

There is no sustainability impact.

Financial Impact

Last year's pilot resulted in an approximate cost of \$4,500 between the hourly tow contract and revenues received from those who received towing/parking tickets.