



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, April 15, 2024, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

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

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/84171961843>

Webinar ID:841 7196 1843

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

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

CALL TO ORDER: By Mayor Neil Bradshaw

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

CONSENT AGENDA:

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

2. Recommendation to approve minutes of April 1, 2024 - City Clerk Trent Donat
3. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher
5. Recommendation to approve Resolution 24-008 with Sun Valley Holdings, LLC for land exchange - City Administrator Jade Riley
6. Review and approve written Council Decision on Administrative Appeal H23-084 (180 Leadville, LLC) - City Attorney Matt Johnson

- [7.](#) Recommendation to approve Right-of-Way Encroachment Agreement 24907 for the installation of underground power transmission lines and duct bank in the public right-of-way on Second Street - City Engineer Sherri Newland
- [8.](#) Recommendation to approve the Papillon Condominiums Final Plat – Planning and Building Director Morgan Landers
- [9.](#) Recommendation to approve contract 24078 for engineering services with S&C Associates LLC - City Administrator Jade Riley
- [10.](#) Recommendation to approve FAR Exceedance Agreement 24906 for the 200 North Main Mixed-Use Development - Senior Planner Abby Rivin
- [11.](#) Recommendation to approve Task Order Four/Purchase Order 24066 Jacobs Engineering to cover construction management services for the Main Street Rehabilitation Project - Senior Project Manager Ben Whipple
- [12.](#) Recommendation to approve road closure for Community Library special event - Community Engagement Manager Daniel Hansen
- [13.](#) Recommendation to implement Year Two traffic calming pilot project in West Ketchum - City Administrator Jade Riley
- [14.](#) Recommendation to Authorize Housing Department to Release Ownership and Preservation Program Funds - Housing Fellow Rian Rooney

PUBLIC HEARING:

- [15.](#) Recommendation to hold a public hearing and approve the 220 Lava Street Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision - Senior Planner Abby Rivin
- [16.](#) Review draft Downtown Parking Plan - City Administrator Jade Riley

NEW BUSINESS:

- [17.](#) Recommendation to approve contract with Idaho Materials & Construction for Main Street Rehabilitation Project - Jade Riley City Administrator
- [18.](#) Review Six-Month Financial Overview of FY2024 and kick off FY25 Budget Development Process - Treasurer Shellie Gallagher and City Administrator Jade Riley

ADJOURNMENT:

Cyndy King

From: Daniel Hansen
Sent: Tuesday, April 2, 2024 4:22 PM
To: Cyndy King
Subject: FW: Preserve Ketchum

Public comment...

From: Amanda Breen <ABreen@ketchumidaho.org>
Sent: Tuesday, April 2, 2024 3:10 PM
To: Daniel Hansen <DHansen@ketchumidaho.org>
Subject: Fw: Preserve Ketchum

Public comment.

From: Carol Stevens <cfstevens@cox.net>
Sent: Tuesday, April 2, 2024 2:03 PM
To: Amanda Breen <ABreen@ketchumidaho.org>
Cc: Pat Higgins <pthiggins@cox.net>
Subject: Preserve Ketchum

Ms Breen, I have lived in Ketchum for 50 years and the speed in which you have destroyed the character is mind altering. Please rethink and put a hold on all development till there is a plan that everyone likes. When I first moved here and did remodeling of my business I paid lots of money for in lieu parking. It NEVER went to park and who knows where it went.

Let's save Ketchum
Carol Stevens
Sent from my iPhone

Participate

From: johnscottmd <johnscottmd@gmail.com>
Sent: Wednesday, April 3, 2024 5:05 PM
To: Participate
Subject: Main St. project detours

Past closures on Main St. Have resulted in standstills on 2nd. Have you considered splitting the detour as follows: northbound traffic routed from Serenade to 2nd, and southbound traffic routed from 3rd to Serenade?

Participate

From: Suzanne Paulus <suzannepaulus@gmail.com>
Sent: Wednesday, April 3, 2024 9:03 PM
To: Participate
Subject: City Hall Christmas lights destroy night sky viewing in adjacent residential neighborhood

From your website.

Holiday lights are allowed to be on display in Ketchum City limits between November 20 and March 20. Be sure to turn your lights off after March 20!

Please be a good neighbor and turn the obnoxious Christmas lights on your tree off.

Please consider not destroying the night sky viewing by your neighbors next year by not turning them back on.

Thank you

Sent from my iPhone

Cyndy King

From: Daniel Hansen
Sent: Friday, April 5, 2024 5:18 PM
To: Participate
Subject: FW: Protect our town

Public comment...

From: Amanda Breen <ABreen@ketchumidaho.org>
Sent: Friday, April 5, 2024 12:49 PM
To: Daniel Hansen <DHansen@ketchumidaho.org>
Subject: Fw: Protect our town

Public comment.

From: Barbara Amick <ba17sv@cox.net>
Sent: Friday, April 5, 2024 12:09 PM
To: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Protect our town

Hi Amanda, I voted for you awhile back as it seemed that you understood and would care about Ketchum as a place for working families and raising kids in a friendly town, not overbuilt structures. It is not your job or mine though my taxes for over 50 years to support architectures and realtors and developers (out of state), there are too many trying to live here now! It's not right for me to have to pay for other people's housing when I have worked hard for 50 years to pay for my house 100% and now have raised taxes to try and help pay for the City Councils failures and spending way too much money on everything and bad codes! I feel your job is water, parks, street maintenance, schools, fire, police, etc, not housing and supporting private business on public land for their profit! Affordable housing should be in industrial area or south town where lots of land, not downtown and eliminating businesses and parking. The buildings you are allowing because of bad codes are an outrage and need to stop now, as already too late, so you need to vote for a 6 month pause and let community weigh in and help with code redo! It is just about core, not residential areas, the core before ruined more! That building being proposed for old Rico area is awful and will bring complete ruining of Main Street that I drive everyday!

Our town needs more people willing to do hard labor, not more that sit at a desk all day doing computers like architects and realtors(who only need a month of school) and make money off land they don't even own!! I was at that last Monday meeting and you knew the building in core is too much and need correction to codes So don't call it emergency, just do a pause and work on codes as I think P and Z has lost their way also, building things that need many people to work and no place for them to park and live, but Hailey is providing lots of rentals! Thank you, you pay yourselves well so please do what you are paid to do which is what the whole community wants, not several greedy groups!

Barbara Amick

Live and work in Ketchum for over 55 years

Sent from my iPhone Barbara Amick

Cyndy King

From: Daniel Hansen
Sent: Monday, April 8, 2024 12:28 PM
To: Participate
Subject: FW: Ketchum Development

Public comments below...

From: Amanda Breen <ABreen@ketchumidaho.org>
Sent: Monday, April 8, 2024 9:41 AM
To: Daniel Hansen <DHansen@ketchumidaho.org>
Subject: Fw: Ketchum Development

Public comment.

From: Diane Scurlock <dscurlock22@gmail.com>
Sent: Sunday, April 7, 2024 4:01 PM
To: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Ketchum Development

Dear Ms. Breen,

As a Ketchum resident, I am very concerned about the development of large, boxy buildings in our city. I see many negative impacts to the creation of these large buildings, but do not see any positive aspects for me.

The negative impacts include:

Ketchum's character:

As I shop at Girl Friday or go to Ketchum Grill, the character of those areas has already changed, and I anticipate even more diminishment in the character of Ketchum as more buildings are built. The huge Bluebird building has an overwhelming presence over the Ore Wagon Museum and the small restaurants and shops; eliminating light and reducing the small town feeling. As more buildings are built, the downtown area will lose sunlight, views of the mountain and streets will feel cavernous.

Parking:

It is getting more difficult to find parking downtown and it will become worse. This will dissuade residents and visitors to go downtown to run an errand or grab a bite to eat.

Traffic:

As there is more construction and more individuals inhabiting the new buildings, the traffic throughout Ketchum and up and down the valley will get worse.

Housing issues:

Additional development creates a need for more construction workers and the workers for the new commercial enterprises. This will create an even greater need for housing.

Apparently the survey showed we need more restaurants. Sure, it would be nice on occasion to have more restaurants, but why are restaurants like Wildflour closed and other restaurants have reduced the number of days they are open, like Cookbook. Lack of staffing may very well be the reason for these closures and reductions in service hours, so there would be a problem opening new restaurants. I also, would so much prefer to eat in a small restaurant with character than a big, stark restaurant that could be in any city. More restaurants could inhabit the small buildings or houses in downtown Ketchum rather than have those structures demolished for the creation of huge buildings.

I understand that development is great for developers and associated businesses, but where is the benefit for a typical Ketchum resident like myself? I truly would appreciate a response.

Thank you.

Diane Scurlock

Participate

From: Daniel Hansen
Sent: Thursday, April 4, 2024 12:45 PM
To: Participate
Subject: FW: concern over downtown Ketchum

Public comment below...

From: Amanda Breen <ABreen@ketchumidaho.org>
Sent: Wednesday, April 3, 2024 12:10 PM
To: Daniel Hansen <DHansen@ketchumidaho.org>
Subject: Fw: concern over downtown Ketchum

From: Annie Nelson <nemson@gmail.com>
Sent: Tuesday, April 2, 2024 8:37 PM
To: Amanda Breen <ABreen@ketchumidaho.org>
Subject: concern over downtown Ketchum

Hello Amanda,

I wanted to take a moment to express concern over what is happening in Ketchum, with the hopes you will consider this in your future voting. I am extremely concerned with the rapid pace of development in recent years. It all appears to be for the benefit of developers and the real estate sector.

The large-scale, bland, corporate looking buildings that are popping all over have gotten truly out of control. What **purpose** are they serving? **Who** exactly are they helping? What is the **underlying need**?

We are at that tipping point where the town is becoming less recognizable and, sadly, less functional and desirable to live in. I implore you to help put a stop to this **rampant** and **unnecessary** overdevelopment.

It is so sad to watch this happen to our small town. Out of increasing concern, I am compelled to start tuning into each city council and other (KURA, P&Z, Historic, etc) meeting closely and to start *scouring* the agenda and minutes.

It's an unnerving feeling to feel that we need to be this vigilant.

Please listen to the concerned citizens of this town who want to maintain what is left of this town's character and basic functionality.

Thank you very much,
Annie Nelson

Participate

From: Aly Swindley
Sent: Wednesday, April 10, 2024 10:21 AM
To: Participate
Subject: FW: West Ketchum traffic calming_2024 regroup
Attachments: Ketchum Projects_D_20230328_Bird Drive Traffic Calming Plans.pdf

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst
P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340
o: 208.727.5081 | f: 208.726.7812
aswindley@ketchumidaho.org | www.ketchumidaho.org

From: ERIC LARSON <ericlarson@icloud.com>
Sent: Friday, March 29, 2024 2:48 PM
To: Aly Swindley <aswindley@ketchumidaho.org>
Cc: Jade Riley <jriley@ketchumidaho.org>; Courtney Hamilton <hamilton.courtney1@gmail.com>
Subject: Re: West Ketchum traffic calming_2024 regroup

Dear Aly:

Thank you for the information. Should I be unable to join the meeting via Zoom, I am in support of the speed bump device trial on Bird and the mini roundabout proposed for the corner of Bird and 6th. We shall see if the speed bumps create excess noise.

Regards, Eric (136 Bird Drive).
Eric Larson
208.412.4823
ericlarson@icloud.com

If you are not the intended recipient please contact the sender by return electronic mail and delete all copies of the communication.

RealtyONEGroup

On Mar 29, 2024, at 12:12 PM, Aly Swindley <aswindley@ketchumidaho.org> wrote:

Hello!

Thanks for your patience while I was away.

The clear winner for the gathering is next Wednesday, April 3; 5pm at City Hall or virtually.

After reviewing last year's pilot's performance, survey results and resident feedback, we have suggested plans for this year (attached).

Please join us for the discussion!
RSVPs aren't required but always appreciated.

Cheers,
Aly

Zoom link:
<https://ketchumidaho-org.zoom.us/j/85469900421?pwd=vdGb76NoHRbQVaiyqpyFi7adGMEoCT.1>
Meeting ID: 854 6990 0421
Passcode: 390396

ALY SWINDLEY | CITY OF KETCHUM
Management and Communications Analyst
P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340
o: 208.727.5081 | f: 208.726.7812
aswindley@ketchumidaho.org | www.ketchumidaho.org

From: Aly Swindley
Sent: Monday, March 18, 2024 4:11 PM
Subject: West Ketchum traffic calming_2024 regroup

Happy spring everyone!

It's time for us to regroup and explore our West Ketchum Traffic Calming Pilot Program – 2.0. 😊

Please vote via [this poll](#) for April 3rd or 4th for an evening meeting to gather with your neighbors and city staff to explore our collective next steps – we have ideas!

...please note that I will be out of the office tomorrow through Thursday, March 28th.
Confirming the chosen time and sharing a few plans will be at the top of my to-do list upon my return.

Cheers!

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aswindley@ketchumidaho.org | www.ketchumidaho.org

From: World Cup Travel Grabher <worldcup1@msn.com>
Sent: Friday, March 29, 2024 5:45 PM
To: Aly Swindley <aswindley@ketchumidaho.org>
Subject: Re: West Ketchum traffic calming_2024 regroup

Aly,

Thanks for sending details on proposed West Ketchum calming.

We are fine with speed humps and roundabout; however, are not in favour of the obnoxious white tubular markers as they are very unattractive to us and any visitor.
The pedestrian crosswalks are sufficient we feel.

So sorry we will not be able to attend on April 3 but wanted to give you our feed back on the hard work you have done on this.

Kindly,

Michele & Fritz Grabher
360 & 400 Fourth Ave North

PO Box 385
Sun Valley, ID 83353
USA
CELL: 208-720-5987

From: Aly Swindley <aswindley@ketchumidaho.org>
Sent: Friday, March 29, 2024 1:12 PM
Cc: Jade Riley <jriley@ketchumidaho.org>
Subject: RE: West Ketchum traffic calming_2024 regroup

Hello!

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Cheers,
Aly

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aswindley@ketchumidaho.org | www.ketchumidaho.org

From: Niels Meyer <nmeyer401@gmail.com>
Sent: Wednesday, April 10, 2024 10:00 AM
To: Aly Swindley <aswindley@ketchumidaho.org>
Subject: Re: West Ketchum traffic calming_2024 regroup

Hi Aly

I'm sorry I was not able to make the meeting.

I am writing in support of the pop outs and against the speed bumps.

I think the pop outs worked really well and speed bumps are very loud.

We have alot of work trailers coming up and down this street and it will get very noise with speed bumps.

On a personal note, there is a speed bump right in front of our house and due to my office being in Stanley I work many days from home and having trailers bump up and down on the speed bump all day long is not going to be so nice!

Maybe its too late for all this but I wanted to share my thoughts.

Thanks you so much for all your hard work on this.

Cheers
Niels

On Fri, Mar 29, 2024 at 1:12 PM Aly Swindley <aswindley@ketchumidaho.org> wrote:

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Cheers,

Aly

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Cheers!

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--

Niels Meyer

Participate

From: Aly Swindley
Sent: Monday, April 15, 2024 9:20 AM
To: Participate
Subject: FW: Traffic Calming proposal on Monday's agenda

ALY SWINDLEY | CITY OF KETCHUM

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aswindley@ketchumidaho.org | www.ketchumidaho.org

From: Carol Marini <ccmarini1967@gmail.com>
Sent: Saturday, April 13, 2024 4:53 PM
To: Aly Swindley <aswindley@ketchumidaho.org>
Subject: Re: Traffic Calming proposal on Monday's agenda

Sure hope it passes!
Carol

Sent from my iPad

On Apr 13, 2024, at 2:48 PM, Aly Swindley <aswindley@ketchumidaho.org> wrote:

Good afternoon!
Excuse the weekend email – this week got away from me!

Please see the attached staff report – a proposal for ‘Traffic Calming Pilot 2.0’ that’s on the council agenda for this coming Monday.

The recommendation is a

1. repeat of the roundabout at 6th and the crosswalk enhancements at the Bird & Wood River Drive intersection
2. switch to speed humps on Bird Drive AND Williams Street (in place of the tubular markers)

You’re invited to share your thoughts/feedback/arguments with council via ‘public comment’ emails to participate@ketchumidaho.org.

If you have already shared your opinions with me directly, I have forwarded them on for packet inclusion.

If you have any questions about the proposal, send them over – I’ll get back to you on Monday.
Enjoy this gorgeous day!

Cheers,
Aly

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<4.15.24_West Ketchum Traffic Calming_packet.pdf>

Participate

From: Aly Swindley
Sent: Monday, April 15, 2024 9:20 AM
To: Participate
Subject: FW: Traffic Calming proposal on Monday's agenda
Attachments: 4.15.24_West Ketchum Traffic Calming_packet.pdf

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aswindley@ketchumidaho.org | www.ketchumidaho.org

From: Beverley Robertson <beverley1@mac.com>
Sent: Saturday, April 13, 2024 7:56 PM
To: Aly Swindley <aswindley@ketchumidaho.org>
Subject: Re: Traffic Calming proposal on Monday's agenda

Hello Aly

Thank you for the update.

Just a couple of thoughts.

First, I'm happy to hear you are going to try speed bumps in lieu of the tubular markers. That seems like a simpler approach and one that absolutely **requires** drivers to slow down, or at least be driving just at the speed limit.

Next, I don't see the value of a roundabout, but clearly it became a community hub, of sorts, so in that way I guess it's nice to have. Anecdotally, I have not noticed any difficulties at that intersection over the winter, traffic-wise, after last year's roundabout was removed.

And finally, I'm still unclear as to the purpose of crosswalks at the intersections of Bird and Wood River Drive. No pedestrian has ever used those, based on the thousand times I've walked my dog past there in the last months. From what I can tell, the folks who live in the condos/townhomes at that intersection would love a way to get cars to slow down when they go around the bend on WRD heading north/northwest or south/east. There have often been homemade sandwich boards there that beg drivers to slow down and, as a frequent walker, I can concur that vehicles take that corner (especially when heading north) way too fast, probably due in part to the slight downhill there.

As I've mentioned to you in the past, I don't see that upright tubes do much to slow down drivers who are keen to hurry through these streets that have no sidewalks, despite the constant presences of walkers, dogs, etc. *To my mind, placing several speed humps throughout the busier "speedier" streets would be the most effective and economical way of dealing with speeding.* Why not do the least expensive option for a year or two, to see how that works? For those of us who actually drive the speed limit, the speed

humps would barely slow us down, while for those who insist on zooming through the neighbourhood, these would become a real pain and hopefully a deterrent.

And I know there will never be sidewalks, but as a constant year-round walker, it sure would be nice to have more of those... though I realize those are not a minor expense.

Thanks for your updates!

Beverley Robertson

Sent from my iPad

On Apr 13, 2024, at 14:48, Aly Swindley <aswindley@ketchumidaho.org> wrote:

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The recommendation is a

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If you have already shared your opinions with me directly, I have forwarded them on for packet inclusion.

If you have any questions about the proposal, send them over – I’ll get back to you on Monday. Enjoy this gorgeous day!

Cheers,
Aly

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Cyndy King

From: Amanda Breen
Sent: Monday, April 15, 2024 9:19 AM
To: Cyndy King
Cc: Daniel Hansen
Subject: Fw: Character Of Ketchum

Public comment.

From: Pat Higgins <pathiggins@cox.net>
Sent: Monday, April 15, 2024 7:45 AM
To: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Character Of Ketchum

Dear Ms. Breen,

What is the direction for the Character of Ketchum ?

Since Covid 19 , many things have changed in the world and especially here in our beloved Ketchum Idaho. Many of the newcomers are trying to impose their set of standards of what they think Ketchum should be.I am writing to express my concerns regarding the issue of overdevelopment in our community. As a resident who deeply cares about the well-being and sustainability of our community, I have observed with growing apprehension the rapid pace of development and its impact on our neighborhoods. The building used to be seasonal , now it is 365 days of the year, with developers building lot line to lot line taking sidewalks and precious parking spaces. This has especially struck a nerve with me over the last few years .

We are now observing that overdevelopment not only strains our infrastructure and resources but also threatens the character and livability of our town. The relentless construction of high-rise buildings, commercial complexes, and housing developments has led to increased traffic congestion, overcrowded schools, and diminished green spaces.

While I understand the importance of urban growth and economic development, it is imperative that we prioritize responsible and sustainable practices that preserve the quality of life for current and future generations. We need to respect those who came before us and helped create what we come to love about Ketchum. We must strike a balance between meeting the

demands of a growing population and preserving the unique identity and charm of our little town.

I urge the city council to consider implementing measures to address the issue of overdevelopment, such as stricter zoning regulations and allowing parking on streets or a central parking structure. I am hopeful as residents in the decision-making process, we can all work together to create a vision for our town that respects its heritage, fosters equitable growth, and enhances the overall well-being of all of us.

Thank you for taking the time to consider my concerns. I hope that together, we can find sustainable solutions to the challenges posed by overdevelopment and ensure a vibrant and prosperous future for our beloved Ketchum.

Let's slow down and take a deep breath, get this right instead of being reactionary and rushed.

Pat Higgins

Sent from my iPad

Participate

From: Aly Swindley
Sent: Monday, April 15, 2024 9:18 AM
To: Participate
Subject: FW: Traffic Calming proposal on Monday's agenda

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst
P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340
o: 208.727.5081 | f: 208.726.7812
aswindley@ketchumidaho.org | www.ketchumidaho.org

From: Tony Buoncristiani <kc130doc@aol.com>
Sent: Saturday, April 13, 2024 8:12 PM
To: Aly Swindley <aswindley@ketchumidaho.org>
Subject: Re: Traffic Calming proposal on Monday's agenda

Aly-
Don't know if you recall my concern about placing a yield sign, as opposed to keeping the stop sign, at the bike path. I almost got hit today by a car that was not paying any attention. I strongly encourage you to recommend replacing the stop signs on either side of the bike path. At least when there was a stop sign, people somewhat stopped but at definitely slowed. Now that there is only a yield sign, cars drive over the path with little regards to bicycles. If no change is made, there will be an incident.
Thanks
Tony Buoncristiani
204 Bird Drive

On Saturday, April 13, 2024 at 02:48:15 PM MDT, Aly Swindley <aswindley@ketchumidaho.org> wrote:

Good afternoon!

Excuse the weekend email – this week got away from me!

Please see the attached staff report – a proposal for 'Traffic Calming Pilot 2.0' that's on the council agenda for this coming Monday.

The recommendation is a

- repeat of the roundabout at 6th and the crosswalk enhancements at the Bird & Wood River Drive intersection
- switch to speed humps on Bird Drive AND Williams Street (in place of the tubular markers)

You're invited to share your thoughts/feedback/arguments with council via 'public comment' emails to participate@ketchumidaho.org.

If you have already shared your opinions with me directly, I have forwarded them on for packet inclusion.

If you have any questions about the proposal, send them over – I'll get back to you on Monday.

Enjoy this gorgeous day!

Cheers,

Aly

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst

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Sent: Monday, April 15, 2024 9:15 AM
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Subject: FW: Traffic Calming proposal on Monday's agenda

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst
P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340
o: 208.727.5081 | f: 208.726.7812
aswindley@ketchumidaho.org | www.ketchumidaho.org

From: Gina P <ginapoole10@gmail.com>
Sent: Sunday, April 14, 2024 11:18 AM
To: Aly Swindley <aswindley@ketchumidaho.org>
Subject: Re: Traffic Calming proposal on Monday's agenda

Hi Aly,

Thank you for sharing the Traffic Calming Pilot 2.0 update materials. I appreciate the work the City is doing to address speeding and pedestrian/bike safety in West Ketchum.

One change I'd like the City to consider is replacing the Yield sign at the intersection of the Bike Path and Wood River Drive with a Stop sign that was there for many years. I, along with other West Ketchum residents, advised the City years ago to put a stop sign there. This came about for me as I had witnessed a little girl on a bike cross the Wood River Drive, trying to catch up with her parents who were riding north in front of her. She didn't stop or look both ways to see if there was oncoming traffic. Had a vehicle been there she could have been hit. I think it's worked well in the past and I was surprised to see a change to a Yield sign. There's a 10,000 square foot home with a five car garage that will be constructed on Wood River Drive with many additional vehicles traveling across that intersection so I think we should seriously look at installing a Stop sign there. The bike path is used by tourists who don't know the area, and the West Ketchum neighborhood has many short-term rentals with guests who are also unfamiliar with the roads. It makes sense from a public safety standpoint to install the Stop sign to provide a greater degree of safety for visitors and residents alike.

Thanks again for all your work on the traffic calming initiatives.

Best,

Gina

Gina Poole
US Mobile 208.720.2019
Kenya Mobile 0715476504

WhatsApp: 208-720-2019

Skype gcpoole

On Apr 13, 2024, at 2:48 PM, Aly Swindley <aswindley@ketchumidaho.org> wrote:

Good afternoon!

Excuse the weekend email – this week got away from me!

Please see the attached staff report – a proposal for ‘Traffic Calming Pilot 2.0’ that’s on the council agenda for this coming Monday.

The recommendation is a

- repeat of the roundabout at 6th and the crosswalk enhancements at the Bird & Wood River Drive intersection
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If you have already shared your opinions with me directly, I have forwarded them on for packet inclusion.

If you have any questions about the proposal, send them over – I’ll get back to you on Monday. Enjoy this gorgeous day!

Cheers,

Aly

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst

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

o: 208.727.5081 | f: 208.726.7812

aswindley@ketchumidaho.org | www.ketchumidaho.org

<4.15.24_West Ketchum Traffic Calming_packet.pdf>

Participate

From: Geoff Isles <islesglass@aol.com>
Sent: Monday, April 15, 2024 8:48 AM
To: Participate
Subject: Recycling

Dear Mayor:

As President of my association, the Board was asked at a recent meeting as to why we are recycling and separating materials since the city doesn't really recycle the garbage, and when Clearcreek picks it up, they seem to throw it all together? We had no answer for them, but we spend extra money for the recycling pick ups and will stop them if what we are told is true.

Sooo, what is the deal with recycling in Ketchum?

Do we need to separate all material?

If the city is just throwing it into the general garbage, why should we police our garbage any longer?

Thanks

Geoff

Geoff Isles
islesglass@aol.com
917-626-1134

Participate

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Monday, April 15, 2024 2:06 AM
To: Neil Bradshaw; Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson; Participate
Cc: Greg Foley; Eric Valentine
Subject: GENERAL PUBLIC COMMENT

Ketchum City Council

Meeting April 15, 2024

General Public Comment: OUT and RUN FASCISM

Dear Mayor and Councilors:

1

In the interest of sanity and survival, one is compelled to call out reported reprehensible developments of late; first, Councilor Breen's stunning comments in the Council's last meeting that emergency powers must be reserved for "real threats" like *COVID-19*, and second, this Council's ready Proclamation of *The Week of the Young Child* (trademarked) despite warnings about the suspicious agenda of that organization.

2

Both developments wrongfully seek to embed in the mind of the masses the horse-laughably ludicrous notion of a swirling, lethal virus in an era that is increasingly being recognized as nothing but covidScam with ruinous consequences for all of society, the product of organized criminal racketeering of the highest order, perpetrated on the masses through "emergency orders" of sycophantic collaborators at every level of government.

As many forensic experts have maintained from the start, every component of the "covid narrative" is a great fabrication aka lie, completely lacking evidentiary support. Further, all covid "health measures" especially masking and vaccination are the exact opposite of what a sane people should do, providing absolutely no protection but instead ruining health and gravely endangering life.

This attempt to embed as our reality what are immensely false and destructive narrations must be seen as a desperate and surely fruitless attempt to bury the high crimes and horrifically exploding casualties, to just "move on", let's pretend it is 'all good' - what we have learned to be standard operating procedure of The Blaine Pretender.

3

Beginning in March 2020 and continuing for over two years, and against immense ongoing public opposition expressed in writing on the record, this Council claimed emergency powers to justify its horrifically punishing Measures of isolation, distancing, and masking, while also pushing vaccination for all, while ignoring the fact that the Measures constituted savage blows to our health and safety and amounted to immense deprivations of Inalienable Rights and civil liberties, imposed without any hint of constitutionally mandated due process.

4

Many find it especially vile that two of the three Ketchum councilors who insisted on emergency powers and the mangling measures actually graduated law school. Just two generations removed from that “Greatest Generation” who went through great depression and world war, who gave up their backs to for the cause of our freedoms of breath, belief, speech, those inalienable rights that this Gang of Three so gleefully breached. Is it not the primary responsibility of every member of the legal profession to protect the rule of law and the freedoms that come with it that are unique in the constitutional framework of this country? Instead, the Gang of Three immediately “white flag” surrendered on mere claim of threat and now is pretending like it was No Big Deal.

5

Some have scoffed at this concern, urging “Don’t talk constitution in face of such a grave health emergency!” The truth is, people don’t much talk about, nor do they like to talk about, the Constitution, as if it was some technicality irrelevant when it comes to protecting the citizenry from invisible toxicity supposedly swirling in from Wuhan, “Don’t get in any of it on you!” When in fact what that foundational document assures is that nobody gets Life, Liberty or Property deprived, unless the government can first come in and make the overwhelming case by hard evidence, one building block at a time, in court, by the rules, subject to challenge by all sought to be deprived. For, as it turns out, the Constitution is the only defense to the false narrative that would lock us down, for good as far as we know and if and when need be, as determined solely by a gang of deprivors. Importantly, it’s not up to the citizenry to desperately defend and contest. It is up to the government to make the overwhelming showing before any liberty depriving measures can be implemented. We have been stripped of that right, such as it goes in a state of abject fascism.

6

The victimization of covidScam has been immense, and many believe from the ludicrousness of the “evidence”, directly intended, against all youth, against those in need of care, against those in need of interaction, against us all. Virtually every single health care directive made by “the government” and pumped by a sickeningly stenchy press has been viciously toxic and the exact opposite of what we should be doing, as so many have insisted from the very start, on the record of this Council and elsewhere.

7

But a far greater victimization is suicidal acceptance of the notion that some government can call the shots and loosen and tighten restrictions on Inalienable Rights whenever and as it sees fit. That is where we are now. That’s brutally Nazi Germany, that’s venomously red China, that’s cold war Russia gone gulag. The important thing for us now, is for all of it to Get Off Our Lawn.

8

How is it possible that very few children in Idaho know anything about US constitutional protections of civil liberties that would cause them to question the covidScam mandates? What we must be insisting and what this council should be modeling as the most Essential learning for all children is never to blindly accept and adapt to any narrative coming from any governmental entity or person, especially those like covid filled with nothing but infantile comic book absurd impossibilities hiding the direst of consequences. Children must be taught that nowhere in the USA does any governmental entity at any level have the right to call the shots and impose restrictions on Inalienable Rights as it sees fit, like the right to breathe, gather and speak freely, or the right not to be coerced to inject suspiciously deadly experimental drugs.

9

All children must understand that Due Process of Law is the most treasured inheritance from Mother England, of Magna Carta magnificence, the distinguishing cornerstone of individual liberties and democracy of the United States of America, and the one mechanism that protects us from dictatorship. They also must understand that due process is also the protection of sanity: It is the vehicle by which an entire people assures that they are never going to be captivated by or subjugated to a false narrative that involves them losing their liberties or life

without any justification having been shown. In Idaho and everywhere in the USA, there is no more important learning for children – yet seemingly absent in our education systems and of no concern to government wrecking crews like our Gang of Three.

At this point in the deterioration of Reality pumped by government and press, it is incumbent on young and old alike to assume every news item is false – and believe nothing unless founded on competent evidence. After all, it was CIA Director Casey who assured way back in 1981, “We will know we are successful when *everything* the American people believe is a lie.” Now forty-three years later, with trillions spent on intel and Psyops, what “reality” can be trusted?

Benjamin Franklin insisted that the first responsibility of every citizen is to question authority. Now more than ever, at this most important time in our lives and the history of the Nation, his words must be heeded.

10

With regard to the issue of emergency powers: Ketchum City Council never had ever had any legal basis for emergency orders of its two years reign of domestic terror. Municipalities have no express or inherent power to overrule the Constitution as this Gang has done. All “evidence” relied upon for the wildly depriving covid Measures was completely incompetent hearsay on hearsay and wrongly deferential to the assessments and “guidelines” of fouled creatures and creations like Mr. Fauci, the CDC and WHO, none of whom have any authority in Idaho.

11

Under Idaho law, the top official in the executive branch, the governor, has the legislatively delegated power to declare an emergency and to dictate “safety measures”, but only for a period not to exceed 60 days (original 30 days plus a single extension of 30 days). *Idaho Code 46-1008(2)*. Governor Little chose to ignore this clear time limitation and to impose his dictatorship for two years with only token resistance from the Idaho legislature. Especially fouled and gravely felonious was his push for universal vaccination, even threatening that if necessary he had the authority of US Supreme Court precedent to mandate and compel vaccination. This was a fabulous lie that many experts claim has had murderous consequences for the masses who relied on such false assurances in submitting themselves and their children to the filthy needle, and for many, over and over again. Now so many of our vaccinated family, friends and neighbors are fearful for their lives and that of their children and would give anything to be able to undo. We must come to their aid, now. (See 16 below.)

12

To be clear, the total absence of any due process connected with the covid Measures of this Council means that all of the Measures mandated by her mangling majesty were *null and void*, without any legal effect whatsoever, to be freely ignored by all without any adverse legal repercussion. And yet the thrust of the gang Predator has been most destructive as intended to those least capable of understanding and rejecting the falsity and defending - youth, mothers, the disabled, immigrants, and the working class, all of which are scoffed at by the real Blaine Pretender.

13

And while our good mayor didn’t sign on to the Measures, he had the opportunity to use his bully pulpit to door-to-door urge the public and businesses to absolutely ignore the lurching lunatics, “It is all of no legal consequence, I will stand by your side”, encouraging to Just Say No. Instead, he chose to ‘Pontiusly pilot’ his way through it all, while remaining dead silent to the screams.

14

In regard to emergency declarations, this mayor and council were strongly cautioned never to adopt willy-nilly anything *trademarked* that comes with a sketchy agenda, in this case “The Week of the Young Child”, from an organization that even very recently required covid vaccinate as a condition to entry to its events.

In any event, who would ever trust the “education” of the young child to anyone here or anywhere connected to the ‘choke out, poison, and shoot up’ predation of covidScam? Proclaimed by the very people who effectuated the mental and physical bashing and bludgeoning of innocent tots. No chance.

15

This excerpt from *Children’s Mental Health Manifesto* (2024) is particularly instructive on the ravaging psychological beating on youth being effectuated by covidScam and other false and destructive reality depictions:

The essence of the human spirit deeply rooted in the instincts of all children is to blossom freely based on truthful reality. Children instinctively know when things are out of sync with truth and the natural order. At least at a deeply subconscious level, they can detect falsity, in families, in schools, and throughout society. For children to be compelled in some fashion to adapt to depictions of reality that are blatantly contrary to truth so runs against human grain, contravening instinct, common sense, and logic, as to create subconsciously a poisonous discord and resentment that eats at body, mind, psyche, and soul. In their depths the discord dwells, largely misunderstood and perhaps denied, but it works on children, tearing and twisting them apart, and breaking down physical and mental health.

The more blatant is the falsity, and the eviler what is being hidden, the more crazed is the child’s forced adaptation to it. The sickness festers and eats away, compromising powers of detection of danger and causing leakage and breakdown into this or that illness or disorder, and often producing thoughts and behavior deemed ‘aberrant’ as not fitting the “normalcy” which in truth is nothing but severe psychological confinement. When the deception involves hiding a hideous nature or consequence, a deep, dark secret, the extent of twisting and inevitable leaking, ripping apart and breaking down in children becomes extreme.

Children locked into such a prison of deception are thwarted from becoming, stripped of their pursuit of the human potential tied to truth. The natural spontaneity and joy of youthful exploration are choked out and overtaken by a rotting and ruination of the human body, mind and spirit collapsing into despair and hopelessness.

This adaptation to falsity is a graduated, ratcheting process. You start with the mild lie and step up the degree and obviousness of deception, the evil being hidden, and the forfeiture of the opportunity to realize true human potential. Very important to the process of indoctrination or conditioning, as it is with every “PSYOP”, is to step up the improbability and obvious falsity of the reality depictions. Children are taught to disbelieve their senses. They learn not to look, not to mentally engage, until their cognitive functioning and consciousness become overwhelmed and erode. *Doo dooby doo* goes the dumb down process, fake after fake getting more obvious. Young people somehow understand that it is not OK to ask, and that no adult will be there to help or console them.

At some point overcoming cognition and instincts requires an almost conscious, affirmative buy-in, even for children. The more blatant the deception, the more the conscious mind processes and takes ownership of the adaptation to it and of the deception itself; the more synched in and irretrievably entrenched the adapter becomes, and the more deeply embedded the deception thereby gets. The more children get ratcheted to Irreality and the more massive the deceptions become, the more poisoned and twisted apart they and the entire society become, accepting the confinement of the human soul to deception, coverup, and no questions asked.

For sanity and survival, at some point the obviousness of the deception does require asking questions. By staying silent, we not so subconsciously decide to adapt and to force adaptation of youth with us. For an adult, failure to question becomes complicity in the crimes and cover up. Adapting to false reality constructs becomes part of our identity as we become complicit in the next deception ever more outrageous.

16

Of grave immediate concern today is that the class of covid vaccine victims including thousands of children is exploding in number, as is the number of rapid onset and ruination diseases and disorders - what a surprise. In

terms of coming to the aid, we must believe that it is not too late for vaccinated Idahoans. We must dedicate our best resources to understand the nature of the illnesses being inflicted, to shut down the killing fields, and to help the vaccine impaired recover good health. *Formal Call* had been made on the record for this mayor and council to come to the aid, but again, the answer from this perpetrating crew still remains, *deadly silent*. But one cry from a song from the 60's rings today louder and clearer than ever: "GD the Pusher Man [and Madams]!"

Further, for the fouled and fondling fascist: Put that Needle Down!

17

Councilor Breen and colleagues would have us simply move on, 'We did the best we could, based on what we knew at the time,' sort of horseshit palabra. But be assured, any hint of repetition and every attempt to embed false and punishing reality depictions will be met with robust Rule of Law that will rout and run the ruinous moral lepers. Professional and general public opposition will not end, in fact will continue to accelerate, until the Council's illegal shenanigans and resulting suffering of the citizenry end, for good.

Blaine Pretender, we are on to you. Every step of your stench, we are on to you.

18

Moreover, this cowering Council has turned a blind eye to very real and very serious threats to health and safety, specifically 5G radiation and toxic aerial aerosol spraying.

In early 2020, when responsible and diverse members of this community sought to organize a symposium on wireless radiation in early 2020, this mayor and council did everything possible to obstruct and then, coincidentally, declared a lockdown emergency "covid covid covid!" - and that was the end of that. At the same time, while they isolated and trapped everyone inside and shut down businesses, they gave *carte blanche* preferred treatment to the telecoms to expand and finish installations now in place beaming 5G EMF hell everywhere. Independent experts assure that all folks of all ages in this valley are now effectively locked inside a microwave oven turned on high - for good, no escape. 'Have a nice day, kids.' How many years before their total system failure? No concern of The Blaine Pretender.

And what about the so-called "cloud seeding" programs that have been going on in this valley for many years, as indicated in state public records, which this mayor and council feel helpless to object or even inquire, even by polite letter to the governor, to the effect of 'Chief, what the hell is going on?' The toxicity in snow and rainwater has been independently tested in this valley and shown to be far more dangerous than represented and far beyond the scope of the state "cloud seeding" program in this valley - and yet continues to be resolutely ignored by The Blaine Pretender and savagely soiled stench sisters everywhere.

19

Importantly, this Council's covid Mandates represent a great insult, sabotage and betrayal to the professional capabilities that so many Ketchum and Blaine County residents have dedicated a lifetime to develop. "*Brand Ketchum*" is the exact opposite of the Council's mandated twisted approach to health, to keep distance from each other, to choke out and poison every breath, and to line the inmates up for gene altering experimental injections.

A critically important learning from covidScam is always to scrutinize closely with high suspicion and never again to rely exclusively on medical-pharma solutions to any health problem. The fundamentals of sound nutrition, sleep, movement, and breathing must always be of primary importance. How could they have been so quickly ignored? Idahoans understand that our health, hope and future are tied to the great outdoors, the wrap of mother nature around us, the fresh air, the open spaces, the friendly people, the sports and recreation, and free dialogue, discourse and debate. In the assessment of illness and remedies in the era of covidScam, the natural

approach to health was shamefully scorned and ignored. We must fully engage these significant community resources, starting now.

20

To conclude, Idaho is all done with 'All Things covid', which turns out to be, as insisted on the record by many from the start, the grandest of deceptions existing only in the minds of history's greatest of psychopaths and their stunned, terrorized and plundered prey. Back it down, now.

Mr. Mayor, Councilors, Idaho is too great to deceive, choke out, poison, and inject. The rule of law must and will prevail. Coming at you. Hoo-ah.

Breathe free, Idaho, forever.

I hope you understand.

Sincerely,

cc:

Governor Little

All Blaine County city councils and county commission

Participate

From: Pat Higgins <pathiggins@cox.net>
Sent: Sunday, April 14, 2024 6:39 PM
To: Participate
Subject: Public comment

Dear Mayor and City Council Members,

What is the direction for the Character of Ketchum ?

Since Covid 19 , many things have changed in the world and especially here in our beloved Ketchum Idaho. Many of the newcomers are trying to impose their set of standards of what they think Ketchum should be.I am writing to express my concerns regarding the issue of overdevelopment in our community. As a resident who deeply cares about the well-being and sustainability of our community, I have observed with growing apprehension the rapid pace of development and its impact on our neighborhoods. The building used to be seasonal , now it is 365 days of the year, with developers building lot line to lot line taking sidewalks and precious parking spaces. This has especially struck a nerve with me over the last few years .

We are now observing that overdevelopment not only strains our infrastructure and resources but also threatens the character and livability of our town. The relentless construction of high-rise buildings, commercial complexes, and housing developments has led to increased traffic congestion, overcrowded schools, and diminished green spaces.

While I understand the importance of urban growth and economic development, it is imperative that we prioritize responsible and sustainable practices that preserve the quality of life for current and future generations. We need to respect those who came before us and helped create what we come to love about Ketchum. We must strike a balance between meeting the demands of a growing population and preserving the unique identity and charm of our little town.

I urge the city council to consider implementing measures to address the issue of overdevelopment, such as stricter zoning regulations and allowing parking on streets or a central parking structure.I am hopeful as residents in the decision-making process , we can all work together to create a vision for our town that respects its heritage, fosters equitable growth, and enhances the overall well-being of all of us.

Thank you for taking the time to consider my concerns. I hope that together, we can find sustainable solutions to the challenges posed by overdevelopment and ensure a vibrant and prosperous future for our beloved Ketchum.

Let's slow down and take a deep breath, get this right instead of being reactionary and rushed.

Pat Higgins

Sent from my iPad

Participate

From: Brian Barsotti <barsotti1@mindspring.com>
Sent: Saturday, April 13, 2024 9:42 AM
To: Participate
Subject: RE: Weekly Main Street Updates

Is there an upgrade in internet service wiring in the main st plan?

* * *

This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

From: City of Ketchum
Sent: Saturday, April 13, 2024 8:00 AM
To: barsotti1@mindspring.com
Subject: Weekly Main Street Updates

[View this email in your browser](#)

WEEKLY MAIN STREET UPDATES

**WATERLINE WORK ON MAIN
STREET FINISHING UP THIS WEEK**

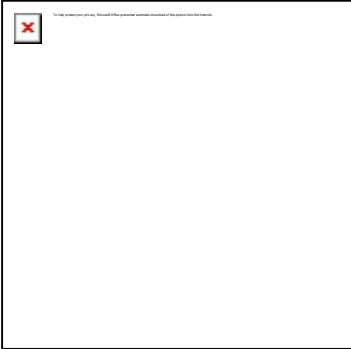
Main Street utility work between 2nd and 4th Streets and extending a half-block east up 4th is expected to continue through April 21. Expect full closures in the affected area. Water will be shut off to adjacent buildings intermittently between 3 AM and 6 AM Monday, April 15–Wednesday, April 17.



Pedestrian access is open around the construction area perimeter (see yellow arrows on the map). Vehicle detour signs will be placed at primary traffic areas throughout Ketchum’s roadway system. Through traffic **will not** need to use the

full detour route (Serenade through 2nd Ave.). Access to Main Street intersections, **except Sun Valley Road and 4th Street**, will remain open.

Parking is now free at the Washington Avenue lot and will remain so through the end of the Main Street project. All other lot rules remain in place. Buses are using the Second Avenue detour throughout construction ([click here for route information](#)).



All Ketchum businesses are open throughout the project—be sure to stop by and show your support!

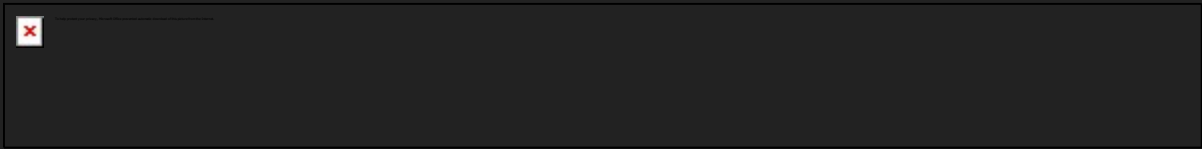
STAY INFORMED

Text **JOIN MAIN** to 208-202-5642 to receive text alerts.

Find project updates and materials to support businesses, or provide feedback and sign up to receive project notifications, at projectketchum.org/main-street.

UP NEXT

Electrical work will begin on April 22 between River and 2nd Street. Construction will be done one block at a time, starting at River Street and heading north. All lanes will be closed where work is taking place. Stay tuned for details.



In partnership with Ketchum Urban Renewal Agency and Idaho Transportation Department

City of Ketchum

PO Box 2315, Ketchum, Idaho 83340 | 208.726.3841 | ketchumidaho.org

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Participate

From: Neil Bradshaw
Sent: Saturday, April 13, 2024 3:11 PM
To: Barbi Reed
Cc: Participate; Courtney Hamilton; Amanda Breen; Tripp Hutchinson
Subject: Re: Comp plan

Thanks Barbi
Great feedback
Thank you for drawing attention to the importance of access for those with disabilities
Much appreciated
Cheers
Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

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

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Apr 13, 2024, at 11:58 AM, Barbi Reed <barbireed@gmail.com> wrote:

Very detailed Comp Plan...impressive. Although I hope I'm "preaching to the choir"...here are a few thoughts:

On the following pages:

ENTRY Into Ketchum

Page 26

North and South entries into Ketchum create an an initial and unforgettable impression about our town.

Careful consideration of buildings, businesses, etc. at both ends is as important as vistas

DARK SKY

Page 27

Policy CD-2.3 Night Sky Conservation Continue to protect the visibility of the stars in the night sky through the lighting code, education, and enforcement. THIS designation is HUGE...let's continue to mention it and protect it!
Hopefully interior lighting will be included in Dark Sky Ordinance requirements. Light shedding from buildings, esp. stairwells has a big impact and should be minimized both in type of lighting as well as times lit...utilize motion dedectors, stair lights, etc....many creative ways to do this. Please add interior restrictions into existing dark sky ordinance.

CONSIDERATION OF THOSE WITH DIFFERING DISABILITIES

I do suggest more time and space and consideration be given in a number of places to those who have a disability (17% people in Blaine County admit to having a disability). In a community with many able bodied residents, we must not forget those with permanent or temporary disabilities...this consideration should be part of Ketchum's "culture"...not an afterthought or add on!

NOTE: ADA requirements are not only outdated, but as considered today set at a low bar! Ketchum can do better! The community is enriched by Higher Ground, Paralympians, etc!

Page. 30

Provide appropriate public access for those with disabilities ... NOT just mobility disabilities

Page 33-35

Parks, Recreation and Open Space

Mention should be given of access for those with VARIOUS disabilities...

This should not be an after-thought A

Policy M-2.8 Facilities for the Mobility Impaired Transportation services and facilities will be provided for mobilityimpaired persons, as well as youth and the elderly.
Please consider ALL disabilities other than just mobility!

page 56..COMMUNITY LIBRARY deserves more recognition...as one of the few privately endowed public library, the City of Ketchum is enriched in so many ways without being responsible financially. MORE copy about this organization and building being one of the centers of Ketchum's COMMUNITY

Barbi Reed
barbireed@gmail.com

208-841-9200

Participate

From: Deeder Petersen <deepowder8@hotmail.com>
Sent: Saturday, April 13, 2024 7:57 PM
To: Participate
Subject: West Ketchum traffic calming

The proposal looks good except to many signs for speed humps. We discussed one sign at the start of speed humps in each direction , not at each hump.

The crosswalk at Bird and Wood River has way too many tubular markers glued to the street this is an eyesore for West Ketchum.

Couldn't we just add speed bumps like the ones in front of Hemingway school? Why there and not on other West Ketchum streets? Seems like it would be cheaper and less labor .

Sincerely yours,
Deeder Petersen

Get [Outlook for iOS](#)

Participate

From: Aly Swindley
Sent: Monday, April 15, 2024 12:12 PM
To: Participate
Subject: FW: Traffic Calming proposal on Monday's agenda

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst
P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340
o: 208.727.5081 | f: 208.726.7812
aswindley@ketchumidaho.org | www.ketchumidaho.org

From: Brian Barsotti <barsotti1@mindspring.com>
Sent: Monday, April 15, 2024 8:57 AM
To: Aly Swindley <aswindley@ketchumidaho.org>
Subject: RE: Traffic Calming proposal on Monday's agenda

I am sorry I missed the meeting . Everyone I know in west Ketchum believes the roundabout is very problematic... we don't need folks hanging out and parking in the street.

* * *

This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

From: Aly Swindley
Sent: Saturday, April 13, 2024 2:48 PM
Subject: Traffic Calming proposal on Monday's agenda

Good afternoon!
Excuse the weekend email – this week got away from me!

Please see the attached staff report – a proposal for 'Traffic Calming Pilot 2.0' that's on the council agenda for this coming Monday.

The recommendation is a

- repeat of the roundabout at 6th and the crosswalk enhancements at the Bird & Wood River Drive intersection
- switch to speed humps on Bird Drive AND Williams Street (in place of the tubular markers)

You're invited to share your thoughts/feedback/arguments with council via 'public comment' emails to participate@ketchumidaho.org.

If you have already shared your opinions with me directly, I have forwarded them on for packet inclusion.

If you have any questions about the proposal, send them over – I'll get back to you on Monday.
Enjoy this gorgeous day!

Cheers,
Aly

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst

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

o: 208.727.5081 | f: 208.726.7812

aswindley@ketchumidaho.org | www.ketchumidaho.org



CALL TO ORDER: *(00:00:17 in video)*

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

ROLL CALL:

Mayor Neil Bradshaw
Spencer Cordovano
Tripp Hutchinson
Amanda Breen
Courtney Hamilton

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Shellie Gallagher—City Treasurer
Daniel Hansen—Community Engagement Manager
Morgan Landers—Planning and Building Director
Adam Crutcher—Associate Planner
Steve Harkins—Blaine County Sherrif
Matt Johnson—City Attorney Representing Planning and Building
Brian Barsotti—Attorney for Appellant
Michelle Griffith—ARCH Community Housing Trust Executive Director

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Neil Bradshaw welcomed and introduced Danielle Vargas, a new deputy for the KFD.
(00:00:57 in video)
- Sherrif Steve Harkins gave some background on the Sherrif Office’s contract with the City of Ketchum and spoke to the number of staff and their contribution to the community.
(00:01:42 in video)
- Neil Bradshaw shared that the Parking Plan conversation will be deferred to the April 15 meeting, and that we are still in negotiation for the preferred contractor for Main Street so will be holding a joint meeting with KURA on April 15, or later to discuss that issue.
(00:03:21 in video)
- Neil Bradshaw drew the council’s attention to the budget calendar for their review and reminded them that July 25 is the critical date for the public hearing for updated fees and charges. *(00:04:45 in video)*
- Neil Bradshaw mentioned the draft letter to the ITD regarding the roundabout at Serenade.
(00:05:17 in video)

PROCLAMATIONS: Neil Bradshaw *(00:06:45 in video)*
Week of the young Child April 6-12.
International Dark Sky Week April 2-8, 2024.

CONSENT AGENDA: *(00:07:53 in video)*
Courtney Hamilton commented on item #12.

Motion to approve consent agenda items #5 - #13. *(00:09:05 in video)*

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

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

RESULT: ADOPTED UNANIMOUS

NEW BUSINESS: *(00:09:18 in video)*

14. Administrative Appeal of 180 Leadville, LLC, H23-084: Administrative appeal to the City Council of a Decision of the Historic Preservation Commission denying a demolition permit.
Process of appeal presented by: City Attorney Matt Johnson *(00:10:25 in video)*
Spencer Cordovano recused himself as he was on the HPC when this was heard by that commission.

APPELLANT BRIEF: Brian Barsotti *(00:12:15 in video)*
Michelle Griffith *(00:23:51 in video)*

RESPONSE FOR CITY: Matt Johnson *(00:34:57 in video)*

COMMENTS AND CLARIFICATIONS: Morgan Landers *(00:42:09 in video)*

APPELLANT REPLY BRIEF: Brian Barsotti *(00:43:52 in video)*
Michelle Griffith *(00:48:21 in video)*

Comments, questions, and discussion by council. *(00:49:50 in video)*

Motion to uphold the decision of Historic Preservation Commission on the demolition permit of 180 Leadville LLC. *(01:10:57 in video)*

MOVER: Courtney Hamilton

SECONDER: Tripp Hutchinson

AYES: Tripp Hutchinson, Courtney Hamilton

NAYS: Amanda Breen

RECUSED: Spencer Cordovano

RESULT: ADOPTED

15. Discussion regarding potential land use emergency ordinance.
Presented by: Tripp Hutchinson *(01:11:33 in video)*

Public Comment Opened. (01:17:06 in video)

Rebecca Bundy—Green Architect (01:17:38 in video)

Kristen Anderson—Anderson Architecture (01:20:07 in video)

Warren Benjamin—Ketchum resident (01:24:04 in video)

Perry Boyle—Ketchum resident (01:25:15 in video)

Bob Crosby—Government Affairs Director Sun Valley Board of Realtors (01:26:54 in video)

Public Comment Closed. (01:29:18 in video)

Tripp Hutchinson responded after public comments. (01:29:35 in video)

Neil Bradshaw commented. (01:30:15 in video)

Comments, questions, and discussion by Council. (01:31:00 in video)

Morgan Landers provided some insight on the time frame moving forward for the comprehensive plan. (01:55:53 in video)

Comments, questions, and discussion by Council continued. (01:59:32 in video)

Motion to instruct staff to develop an emergency ordinance and schedule a public hearing for the suspension of specific development applications located in the community core. (02:14:04 in video)

MOVER: Tripp Hutchinson

SECONDER: Spencer Cordovano

AYES: Tripp Hutchinson, Spencer Cordovano

NAYS: Amanda Breen, Courtney Hamilton, Neil Bradshaw

RESULT: NOT PASSED

16. Update on the Main Street Rehabilitation Project. (02:15:23 in video)

Presented by: Jade Riley

Comments, questions, and discussion by Council. (02:18:12 in video)

ADJOURNMENT:

Motion to adjourn. (02:26:58 in video)

MOVER: Amanda Breen

SECONDER: Spencer Cordovano

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

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
 Invoice Detail.Voided = No, Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC					
NBS-NATIONAL BENEFIT SERVI	CP376399	FSA CLAIMS PAID	1,559.08		0
Total :			1,559.08		
LEGISLATIVE & EXECUTIVE					
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	751.83		0
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	19.85		0
Total LEGISLATIVE & EXECUTIVE:			771.68		
ADMINISTRATIVE SERVICES					
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	2,683.11		0
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	71.20		0
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
GEM STATE PAPER & SUPPLY	1115518-01	LIQUID COFFEE CREAMER	61.77		0
JANE'S ARTIFACTS	061937	MYLAR SHEETS, WET ERASE MARKERS, DRY ERASE MARKERS	33.02		0
US BANK	4026 032524	SAN FRANCISCO COFFEE	98.40		0
US BANK	4026 032524	ASUS BLUETOOTH ADAPTER	19.99		0
US BANK	4026 032524	PENTEL RETRACTABLE PENS	16.63		0
US BANK	4026 032524	PAPER BOWELS BIODEGRADABLE	16.14		0
US BANK	4026 032524	BIOCLEAN UTENSILS	15.26		0
US BANK	4026 032524	BATTERIES	13.05		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	5219 032524	SCISSORS	11.87		0
US BANK	5219 032524	SANDISK 8GB	37.36		0
US BANK	5219 032524	WASTEBASKET 7 GALLON	17.23		0
US BANK	7937 032524	BEST NAME BADGES-BOARD	279.75		0
US BANK	7937 032524	UPRINTING-BUSINESS CARDS	62.26		0
US BANK	7937 032524	UPRINTING-BUSINESS CARDS	116.50		0
US BANK	7937 032524	UPRINTING-BUSINESS CARDS	410.80		0
01-4150-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20302	ADMINISTRATION	4,738.50		0
SENTINEL FIRE & SECURITY, IN	97717	AES FIRE ALARM MONITORING	164.70		0
CLEARMINDGRAPHICS	6341	WEBSITE DESIGN & DEVELOPMENT - SECURITY & WEBSITE UPDATES	225.00		0
JAQUET, WENDY	240327	RESORT CITIES COALITION HOURS 25 HRS	875.00		0
WESTERN RECORDS DESTRUCT	0693801	MARCH 2024 SERVICE	67.00		0
NESTED STRATEGIES	1194	Extension of Warm Springs Preserve Contract-FY 2024	4,875.00	20638	0
RECONMR	85245	COMMUNITY SURVEY	17,727.00	24040	0
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
US BANK	2745 032524	TRELLO MONTHLY	112.50		0
01-4150-5100 TELEPHONE & COMMUNICATIONS					
US BANK	4026 032524	STARLINK- MONTHLY REGIONAL SUBSCRIPTION	150.00		0
US BANK	4026 032524	STARLINK KIT WITH MOUNTING	764.12		0
US BANK	4026 032524	STARLINK CABLE 45M	102.60		0
US BANK	5030 032524	MICROSOFT EXCHANGE ONLINE PLAN	20.98-		0
US BANK	5030 032524	8*8 MONTHLY STATEMENT	1,215.34		0
COX BUSINESS	0012401047131	0012401047131901 032524	81.99		0
LUMEN	680862083	74754376 032424	.62		0
01-4150-5110 COMPUTER NETWORK					
KETCHUM COMPUTERS, INC.	20302	ADMINISTRATION HARDWARE	2,431.80		0
US BANK	2745 032524	MICROSOFT TEAMS SHARED SUBSCRIPTION	8.00		0
US BANK	2745 032524	IDRIVE ANNUAL SUBSCRIPTION	1,499.50		0
US BANK	4026 032524	WASABI-ACTIVE STORAGE	36.20		0
US BANK	5030 032524	MICROSOFT BUSINESS BASIC	37.56-		0
US BANK	5030 032524	VIMEO REFUND 121622	900.00-		0
US BANK	5030 032524	VIMEO REFUND 121623	900.00-		0
US BANK	5030 032524	ZOOM MONTHLY	158.00		0
US BANK	5030 032524	MAILCHIMP RECEIPT-MONTHLY PLAN	240.00		0
US BANK	5030 032524	MICROSOFT BUSINESS STANDARD	57.38		0
US BANK	5030 032524	VIMEO PLUS 031924	84.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	7937 032524	SURVEYMONKEY-TEAM ADVANTAGE ANNUAL PLAN	900.00		0
01-4150-5150 COMMUNICATIONS					
US BANK	7937 032524	MOUNTAIN EXPRESS ANNUAL ONLINE SUBSCRIPTION	84.00		0
US BANK	7937 032524	ISTOCK-PREMIUM TRAIL	74.20		0
01-4150-5200 UTILITIES					
CITY OF KETCHUM	FEB 24	208	427.59		0
CITY OF KETCHUM	FEB 24	772	70.22		0
CITY OF KETCHUM	FEB 24	9994	176.91		0
CITY OF KETCHUM	FEB 24	360	59.21		0
CITY OF KETCHUM	MARCH 24	9994	194.91		0
CITY OF KETCHUM	MARCH 24	360	59.21		0
CITY OF KETCHUM	MARCH 24	208	437.87		0
CITY OF KETCHUM	MARCH 24	772	70.22		0
IDAHO POWER	2203990334 03	2203990334 031224	83.26		0
IDAHO POWER	2206570869 03	2206570869 031224	11.37		0
IDAHO POWER	2224128120 03	2224128120 032124	943.23		0
IDAHO POWER	2260077785 03	2260077785 031224	221.14		0
Total ADMINISTRATIVE SERVICES:			41,533.39		
LEGAL					
01-4160-4270 CITY PROSECUTOR					
ALLINGTON, ESQ., FREDERICK	120315	Monthly Prosecutor Payment	3,883.33		0
Total LEGAL:			3,883.33		
PLANNING & BUILDING					
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	19.85		0
01-4170-3100 OFFICE SUPPLIES & POSTAGE					
COPY & PRINT, L.L.C.	3173	SHARPIES, UNIBALL GEL PENS	64.98		0
COPY & PRINT, L.L.C.	3246.0	PLANNER	36.99		0
US BANK	0172 032524	SLIM FILE CABINET	199.98		0
WORTH PRINTING	3908	COHESIVE CARDS	236.41		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4170-3200 OPERATING SUPPLIES					
US BANK	0172 032524	TRELLO-MONTHLY PREMIUM	12.50		0
01-4170-4200 PROFESSIONAL SERVICES					
CLARION ASSOCIATES LLC	9664	PO 23128: PHASE 2-PART 1 TARGETED COMPREHESIVE PLAN UPDATE	18,108.71		0
CLARION ASSOCIATES LLC	9666	PO 23128: PHASE 2-PART 2 CODE UPDATE	5,548.71		0
KETCHUM COMPUTERS, INC.	20302	PLANNING & BUILDING	886.50		0
MATTISON, ROBYN	2024.03	SERVICES 030124-033024	4,417.50		0
S & C ASSOCIATES LLC	3033-3036	3036	154.00		0
ECONOMIC AND PLANNING SYS	233061-3	PROJECT 233061 PROF SERVICES JAN 2024	500.00		0
ECONOMIC AND PLANNING SYS	233061-4	PROJECT 233061 PROF SERVICES FEB 2024	7,300.00		0
01-4170-4210 PROFESSIONAL SERVICES - IDBS					
SAFEBUILT LLC	315732	BUILDING SOFTWARE SERVICES	43,705.66		0
01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM					
HARMONY DESIGN & ENGINEE	23796	PROFESSIONAL SERVICES THROUGH 02/29/24	1,462.50		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
COPY CENTER LLC	3161	PUBLIC NOTICES POSTCARDS	116.96		0
US BANK	0172 032524	WRAPCITY- CITIZEN ADVISORY GROUP MTG	129.15		0
01-4170-4500 GEOGRAPHIC INFO SYSTEMS					
GEOBILITY LLC	1056	DATA INVENTORY & WEB MAP ISSUE	180.00		0
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG					
US BANK	0172 032524	COFFEE HOUSE- MEETING	7.15		0
US BANK	0172 032524	DOUBLETREE RESERVATION 0306-0307 24	260.44		0
US BANK	0172 032524	WIFI ONBOARD INFLIGHT	8.00		0
LANDERS, MORGAN	032924	TRAVEL REIMBURSEMENT-AIRFARE, MEALS, LYFT	460.17		0
LANDERS, MORGAN	032924 002	TRAVEL REIMBURSEMENT-VEHICLE RENTAL, MEAL PER DIEM, GAS, PARKING	198.16		0
01-4170-6910 OTHER PURCHASED SERVICES					
ATKINSONS' MARKET	02796429	LA CROIX TAG + CAC	29.79		0
ATKINSONS' MARKET	03839609	LA CROIX SPRKLING WTR	16.50		0
ATKINSONS' MARKET	06735969	GOLD FISH-BP TRAININGS	9.38		0
US BANK	0172 032524	BARRIO 75-CHIPS, GUACAMOLE, SALSA FLIGHTS- COMP PLAN OPEN HOUSE	192.00		0
US BANK	0172 032524	ZENERGY-STAFF APPRECIATION GIFT FOR BD			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
		LAUNCH	400.00		0
US BANK	0172 032524	WRAPCITY COHESIVE KETCHUM OPEN HOUSE	161.44		0
US BANK	0172 032524	WRAPCITY-SAFEBUILT TRAINING LUNCH	54.68		0
LANDERS, MORGAN	032924 003	FLOWERS FOR EMPLOYEE APPRECIATION	130.00		0
LOST IN TRANSLATION & INTER	00867	PUBLIC MEETING INTERPRETATION	75.00		0
Total PLANNING & BUILDING:			85,083.11		
NON-DEPARTMENTAL					
01-4193-4250 BLAINE CITY TOUR					
HAILEY & WOOD RIVER CHAMB	040124	CITY TOUR REGISTRATION REFUND	250.00		0
CITY OF CAREY	040124	CITY TOUR REGISTRATION REFUND	250.00		0
MISSOULA PUBLIC LIBRARY	040524	CITY TOUR 2024 ROOM USE FOR 2.5 HRS	125.00		0
01-4193-4500 1ST/WASHINGTON RENT					
URBAN RENEWAL AGENCY	7804	APRIL 2024 URA RENT	3,000.00		0
01-4193-6500 CONTRACT FOR SERVICE					
BLAINE COUNTY TREASURER	442	SUSTAINABILITY CONTRACT FY24	44,400.98	24016	0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
ALPINE TREE SERVICE	65567	TREE REMOVAL- 190 S MAIN ST- JOB NAME COK 20230802	8,640.00	24047	0
ALPINE TREE SERVICE	65568	TREE REMOVAL- 200 RIVER ST- JOB NAME 20230825	2,445.00	24047	0
ATKINSONS' MARKET	09662736	STAFF GIFT BASKET	98.17		0
S & C ASSOCIATES LLC	3033-3036	3035	118.00		0
ACRISURE	851895	STRATEGIC ASSESSMENT OF EMPLOYEE BENEFIT PROGRAM	1,875.00	23111	0
Total NON-DEPARTMENTAL:			61,202.15		
FACILITY MAINTENANCE					
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	16.50		0
01-4194-3100 OFFICE SUPPLIES & POSTAGE					
US BANK	9988 032524	WALL CALENDAR	21.14		0
01-4194-3200 OPERATING SUPPLIES					
CHATEAU DRUG CENTER	2840995	SUPER GLUE, GORILLA GLUE, GOLD BOND	33.36		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHATEAU DRUG CENTER	2843430	ARMOR ALL PROTENT WIPES	7.59		0
01-4194-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	0278066-IN	ACCT 1001226 FACILITIES TAX CREDIT INV DATED 1223-0224	143.58-		0
CHRISTENSEN INC.	CL46507	1001226 013124	273.43		0
CHRISTENSEN INC.	CL47788	1001226 021124	591.47		0
CHRISTENSEN INC.	CL48584	1001226 021524	194.23		0
CHRISTENSEN INC.	CL49857	1001226 022924	270.99		0
CHRISTENSEN INC.	CL50945	1001226 031524	430.19		0
CHRISTENSEN INC.	CL52378	1001226 033124	199.89		0
01-4194-4200 PROFESSIONAL SERVICES					
ARBOR CARE	14992	PRUNNING/REMOVAL ATKINSON PARK, HEMINGWAY,PUMP PARK	1,626.00		0
ARBOR CARE	14999	PRUNNING- WARM SPGS H20	233.00		0
ARBOR CARE	15022	Tree Pruning-CITY CORRIDOR	300.00		0
BIG WOOD LANDSCAPE, INC.	29819	SNOW REMOVAL FY 2024	627.00	24046	0
BIG WOOD LANDSCAPE, INC.	29820	SNOW REMOVAL FY 2024	627.00	24046	0
BIG WOOD LANDSCAPE, INC.	29821	SNOW REMOVAL FY 2024	465.00	24046	0
BIG WOOD LANDSCAPE, INC.	29822	SNOW REMOVAL FY 2024	705.50	24046	0
BIG WOOD LANDSCAPE, INC.	29823	SNOW REMOVAL FY 2024	756.75	24046	0
BIG WOOD LANDSCAPE, INC.	29824	SNOW REMOVAL FY 2024	756.75	24046	0
BIG WOOD LANDSCAPE, INC.	29825	SNOW REMOVAL FY 2024	627.00	24046	0
BIG WOOD LANDSCAPE, INC.	29826	SNOW REMOVAL FY 2024	1,410.25	24046	0
BIG WOOD LANDSCAPE, INC.	29827	SNOW REMOVAL FY 2024	415.50		0
BIG WOOD LANDSCAPE, INC.	29827	SNOW REMOVAL FY 2024	154.50	24046	0
BIG WOOD LANDSCAPE, INC.	29828	SNOW REMOVAL FY 2024	1,500.00		0
BIG WOOD LANDSCAPE, INC.	29829	SNOW REMOVAL FY 2024	960.00		0
BIG WOOD LANDSCAPE, INC.	29831	SNOW REMOVAL FY 2024	2,600.00		0
KETCHUM COMPUTERS, INC.	20302	FACILITY MAINTENANCE	238.50		0
01-4194-5200 UTILITIES					
CITY OF KETCHUM	FEB 24	536	45.84		0
CITY OF KETCHUM	FEB 24	9991	72.27		0
CITY OF KETCHUM	FEB 24	1245	43.94		0
CITY OF KETCHUM	FEB 24	9996	59.22		0
CITY OF KETCHUM	FEB 24	532	61.84		0
CITY OF KETCHUM	FEB 24	456	15.28		0
CITY OF KETCHUM	FEB 24	1127	15.28		0
CITY OF KETCHUM	FEB 24	9995	45.84		0
CITY OF KETCHUM	FEB 24	560	15.28		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CITY OF KETCHUM	MARCH 24	532	63.15		0
CITY OF KETCHUM	MARCH 24	1245	43.94		0
CITY OF KETCHUM	MARCH 24	1127	15.28		0
CITY OF KETCHUM	MARCH 24	456	15.28		0
CITY OF KETCHUM	MARCH 24	1650	59.22		0
CITY OF KETCHUM	MARCH 24	9995	45.84		0
CITY OF KETCHUM	MARCH 24	536	45.84		0
CITY OF KETCHUM	MARCH 24	9996	59.22		0
CITY OF KETCHUM	MARCH 24	9991	82.55		0
CITY OF KETCHUM	MARCH 24	560	15.28		0
CLEAR CREEK DISPOSAL	0001703379	SITE 8 - MARCH PORTABLE RESTROOM SERVICE & RENT	348.50		0
CLEAR CREEK DISPOSAL	0001703381	SITE 18- MARCH ALPINE RACE TOWN SQUARE	283.19		0
CLEAR CREEK DISPOSAL	0001709247 03	131 RIVER ST E	92.86		0
IDAHO POWER	2201272487 03	2201272487 032124	135.57		0
IDAHO POWER	2203313446 03	2203313446 031124	26.34		0
IDAHO POWER	2203538992 03	2203538992 032124	47.18		0
IDAHO POWER	2208579470 03	2208579470 030724	92.15		0
INTERMOUNTAIN GAS	32649330001 0	130 S 1 AVE	45.86		435001
INTERMOUNTAIN GAS	44919030005 0	4491903005 032524	40.58		0
INTERMOUNTAIN GAS	65669030002 0	65669030002 032524	18.83		0
INTERMOUNTAIN GAS	76053745030 0	76053745030 032524	446.75		0
01-4194-5300 CUSTODIAL & CLEANING SERVICES					
WESTERN BUILDNG MAINTEN	0143534-IN	MARCH 2024 MONTHLY JANITORIAL SERVICES	4,532.00		0
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
A.C. HOUSTON LUMBER CO.	2403-707057	KITCHEN BATH CAULK CLEAR	6.99		0
A.C. HOUSTON LUMBER CO.	2403-716723	8*8*16 BLOCK	19.40		0
A.C. HOUSTON LUMBER CO.	2403-716784	ELECTRICAL TAPES	22.17		0
SENTINEL FIRE & SECURITY, IN	97798	MONITORING - HISTORICAL PARK BUILDING	114.00		0
US BANK	9988 032524	NON PENETRATING ROOF MOUNT	191.00		0
VIEWPOINT, INC.	90025VP	UPSTAIRS WINDOR AND DOOR-CITY HALL	1,386.30		0
WHITE CONE CONSTRUCTION	24-322-01	TRUDOOR HARDWARE, INSTALLATION	1,246.25		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
CINTAS	4187704574	MATS	47.66		0
CITY OF KETCHUM	FEB 24	192	361.35		0
CITY OF KETCHUM	MARCH 24	192	355.29		0
GEM STATE PAPER & SUPPLY	11155007-01	PINE-SOL CLEANER	42.56		0
GEM STATE PAPER & SUPPLY	1115507	TRASH BAGS, PINE-SOL, TISSUE, TOWEL	713.09		0
GEM STATE PAPER & SUPPLY	1115507-02	CENTERPULL TOWEL	28.61		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GEM STATE PAPER & SUPPLY	1115507-03	PINE-SOL CLEANER	127.68		0
IDAHO POWER	2202522062 03	2202522062 032224	429.11		0
INTERMOUNTAIN GAS	17499804809 0	17499804809 032524	332.35		0
COX BUSINESS	0012401034971	0012401034971402 032224	143.00		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
CLEAR CREEK DISPOSAL	0001703378	SITE 7 - MARCH 2024 MONTHLY SERVICE & RENT & PORTABLE RESTROOM SERVICE & RENT	280.91		0
CLEAR CREEK LAND CO. LLC	0000043883	OLD GEEZER ALLY - MOBILE STORAGE RENT 2024	231.00		0
IDAHO POWER	2226452353 03	2226452353	.00		0
CHRISTENSEN INC.	CL46507	1001226 013124	111.82		0
CHRISTENSEN INC.	CL47788	1001226 021124	93.08		0
CHRISTENSEN INC.	CL48584	1001226 021524	220.49		0
CHRISTENSEN INC.	CL49857	1001226 022924	144.25		0
CHRISTENSEN INC.	CL50945	1001226 031524	363.42		0
CHRISTENSEN INC.	CL52378	1001226 033124	141.34		0
US BANK	9988 032524	SANDISK 128 GB MICROSDXC, SECURITY CAMERA	333.56		0
US BANK	9988 032524	LOWES PATIO HEATER PROPANE	231.92		0
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ					
CLEARWATER POWER EQUIPME	58322	DIXON ZTR SERVICES	849.40		0
01-4194-6950 MAINTENANCE					
US BANK	9988 032524	LOWES REFUND PROPANE CYLINDER RETURN	200.00-		0
US BANK	9988 032524	LOWES PATIO HEATERS	965.00		0
US BANK	9988 032524	J PHELPS LLC/BOXCUTTERS USA	31.89		0
Total FACILITY MAINTENANCE:			32,193.05		
POLICE					
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	634.00		0
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	26.05		0
01-4210-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	0278066-IN	ACCT 1001227 ADMIN TAX CREDIT INV DATED 1223-0224	76.50-		0
CHRISTENSEN INC.	CL46508	1001227 013124	218.04		0
CHRISTENSEN INC.	CL47789	1001227 021124	240.26		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHRISTENSEN INC.	CL48585	1001227 021524	118.82		0
CHRISTENSEN INC.	CL49858	1001227 022924	213.16		0
CHRISTENSEN INC.	CL50946	1001227 031524	398.97		0
CHRISTENSEN INC.	CL52379	1001227 033124	121.53		0
01-4210-3610 PARKING OPS PROCESSING FEES					
DATA TICKET INC	163456	CITATION PROCESSING, VIN LOOKUPS, ETC - MAR 2024	2,346.40		0
01-4210-3620 PARKING OPS EQUIPMENT FEES					
CALE AMERICA, INC.	179829	ACTIVE METERS MARCH 2024	176.01		0
01-4210-4250 PROF.SERVICES-BCSO CONTRACT					
BLAINE COUNTY CLERK/RECOR	201075	BCSO Law Enforcement Services	155,178.70		0
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
DICK YORK'S AUTO SERVICE	94165	CHEV TAHOE LUBE AND OIL SERVICE	201.00		0
Total POLICE:			<u>159,796.44</u>		
FIRE & RESCUE					
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	1,800.00		0
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	84.85		0
01-4230-3200 OPERATING SUPPLIES FIRE					
ATKINSONS' MARKET	01721549	STAINLESS STEEL WIPES	2.61		0
CHATEAU DRUG CENTER	2841015	STAINLESS STEEL CLEANER & PICTURE STRIPS	9.02		0
GEM STATE PAPER & SUPPLY	1116272	BATH TISSUE, FACIAL TISSUE, WIPER ROLL	105.34		0
U.S. POSTAL SERVICE	966 040124	ANNUAL PO BOX CHARGE	97.00		0
US BANK	3938 032524	FIRE DEPT COFFEE BUNDLE	18.75		0
US BANK	5219 032524	WHITEBOARD STAND	54.00		0
01-4230-3210 OPERATING SUPPLIES EMS					
ATKINSONS' MARKET	01721549	STAINLESS STEEL WIPES	2.61		0
BOUNDTREE MEDICAL	85287701	TRAUMA SHEARS	69.01		0
CHATEAU DRUG CENTER	2841015	STAINLESS CLEANER + PICTURE STRIPS	9.01		0
GEM STATE PAPER & SUPPLY	1116272	BATH TISSUE, FACIAL TISSUE, WIPER	105.34		0
NORCO	39872297	D -MEDICAL OXYGEN & HANDLING CHARGE	177.03		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
NORCO	40301689	CYLINDER RENTAL MARCH 2024	190.65		0
U.S. POSTAL SERVICE	966 040124	ANNUAL PO BOX CHARGE	97.00		0
US BANK	3938 032524	FIRE DEPT COFFEE BUNDLE	18.75		0
US BANK	5219 032524	WHITEBOARD STAND	53.99		0
HENRY SCHEIN	78457171	GLUCOSE MONITOR, MASK, BP CUFF	159.68		0
HENRY SCHEIN	79069145	NOLOXONE, ALBUTEROL, TRANEXAMIC ACID, EMS SHEARS,	685.72		0
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE					
CHRISTENSEN INC.	0278066-IN	ACCT 1001221 KFD TAX CREDIT INV DATED 1223-0224	74.97-		0
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS					
CHRISTENSEN INC.	0278066-IN	ACCT 1001221 KFD TAX CREDIT INV DATED 1223-0224	74.96-		0
01-4230-4200 PROFESSIONAL SERVICES FIRE					
IIA LIFTING SERVICES INC	INDI78385	ANNUAL SAFETY INSPECTION FIRE TRUCK	1,960.54		0
KETCHUM COMPUTERS, INC.	20302	FIRE & RESCUE	1,462.50		0
US BANK	5219 032524	MATCHBOX SCALE VEHICLES	38.09		0
ZIONS BANK	4899909 04012	PAYING AGENT FEE	500.00		0
01-4230-4210 PROFESSIONAL SERVICES EMS					
US BANK	3938 032524	GARMIN MONTHLY SERVICES	81.80		0
US BANK	5219 032524	EMT RECERTIFICATION FEE VOUCHER	125.00		0
US BANK	5219 032524	NATIONAL REGISTRY OF EMT- RECERTIFICATION FEE VOUCHER	285.00		0
WOOD RIVER FIRE & RESCUE	32624	SKI RACE COVERAGE - EMILY WHITE	160.00		0
GIBSON, KELLER	040124	REIMBURSEMENT FOR EMT DUES	25.00		0
01-4230-4900 TRAINING/TRAVEL/MTG FIRE					
A.C. HOUSTON LUMBER CO.	2403-716827	2X4X8 POST FOR PROJECTOR MOUNT	5.65		0
US BANK	5219 032524	HOMEDEPOT-PLAY SAND	6.34		0
US BANK	5219 032524	MATCHBOX VEHICLES	57.96		0
US BANK	5219 032524	MINI PORTABLE PROJECTOR	249.00		0
US BANK	5219 032524	CATZPAW WHILDLAND FIRE SETS	144.90		0
US BANK	5219 032524	BLM STATE ASSIST/TRAINING/PUBLICATIONS/NIFC	240.78		0
US BANK	5219 032524	AERIAL LADDER TRUCK MATCHBOX	14.45		0
US BANK	5219 032524	KARSON DIECAST CO-FIRE TRUCK EQUIPMENT SCALE MODEL	103.50		0
US BANK	5219 032524	ANTI STATIC WRIST STRAP	5.99		0
US BANK	5219 032524	HOMEDEPOT-PLAYSAND	193.44		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4230-4910 TRAINING EMS					
US BANK	5219 032524	LIMELIGHT ROOM DEPOSIT-TRAINING	534.80		0
01-4230-4920 TRAINING-FACILITY					
CLEAR CREEK DISPOSAL	0001703377	SITE 2-KFD TRAINING CENTER	81.43		0
01-4230-5100 TELEPHONE & COMMUNICATION FIRE					
MTE COMMUNICATIONS	056983 040124	ROUTER RENTAL RECURRING	29.95		0
01-4230-5200 UTILITIES					
CITY OF KETCHUM	FEB 24	2307	157.58		0
CITY OF KETCHUM	MARCH 24	2307	156.27		0
IDAHO POWER	2226144497 03	2226144497 032624	2,283.50		0
INTERMOUNTAIN GAS	26223127833 0	26223127833 032524	1,073.76		0
01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS					
A.C. HOUSTON LUMBER CO.	2404-718005	HOUSEHOLD CORN BROOM	13.99		0
US BANK	5219 032524	WATERSENTRY REPLACEMENT FILTER	221.99		0
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE					
US BANK	5219 032524	FIREPENNY AUTO EJECTS	421.31		0
US BANK	5219 032524	POWER WELDING LEAD AND CABLE BATERRY CABLE , CIRCUIT BREAKER	31.87		0
WARM SPRINGS AUTO PARTS LL	198939	HEAT SHRINK	4.95		0
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS					
US BANK	5219 032524	POWER WELDING LEAD AND CABLE BATERRY CABLE , CIRCUIT BREAKER	31.88		0
WARM SPRINGS AUTO PARTS LL	198933	15W40 OIL FILTERS, CABIN AIR FILTER, AIR FILTER	195.72		0
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ					
NORCO	40300843	CYLINDER RENTAL MARCH 2024	39.06		0
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ					
NORCO	40300843	CYLINDER RENTAL MARCH 2024	39.06		0
WARM SPRINGS AUTO PARTS LL	198939	HEAT SHRINK	4.95		0
01-4230-6200 REPAIR & MAINT--FACILITY					
SENTINEL FIRE & SECURITY, IN	97764	AES FIRE ALARM MONITORING	102.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total FIRE & RESCUE:			14,674.44		
STREET					
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	406.94		0
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	33.25		0
01-4310-3200 OPERATING SUPPLIES					
D & B SUPPLY INC.	05305308 1820	Work Pants	146.94		4310047
NAPA AUTO PARTS	181075	NITRILE GLOVES	49.96		4310044
US BANK	1718 032524	WRAPCITY-SNOW CREW BREAKFAST 030824	88.83		4310037
US BANK	1718 032524	WRAPCITY-SNOW CREW BREAKFAST 030124	97.69		4310037
US BANK	1718 032524	WRAPCITY-SNOW CREW BREAKFAST 030624	105.84		4310037
US BANK	1718 032524	WRAPCITY-SNOW CREW BREAKFAST 030524	113.56		4310037
VIEWPOINT, INC.	91752VP	PREHUNG DOOR	430.00		4310044
WARM SPRINGS AUTO PARTS LL	198580	FLOOR DRY/OIL DRY	83.80		4310044
WARM SPRINGS AUTO PARTS LL	198689	STRAIGHT KEY	5.99		4310044
01-4310-3400 MINOR EQUIPMENT					
FASTENAL COMPANY	IDJER110359	CUT OFF WHEELS	104.12		4310044
01-4310-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	0278066-IN	ACCT 1001223 STREETS TAX CREDIT INV DATED 1223-0224	1,394.23-		4310044
CHRISTENSEN INC.	0521492-IN	ENGINE OIL FOR EQUIPMENT	36.22		0
CHRISTENSEN INC.	0551098-IN	HYDRO OIL FOR EQUIPMENT	1,396.78		0
CHRISTENSEN INC.	521492R-DM	CORRECTION INV 521492-IN	1,811.15		4310044
CHRISTENSEN INC.	52149C-CM	CREDIT MEMO FOR INV 0521492-IN	1,847.37-		4310044
CHRISTENSEN INC.	CL46504	1001223 013124	4,622.68		4310044
CHRISTENSEN INC.	CL47785	1001223 021124	9,411.62		4310044
CHRISTENSEN INC.	CL49854	1001223 022924	2,180.45		4310044
CHRISTENSEN INC.	CL50942	1001223 031524	9,885.69		4310044
CHRISTENSEN INC.	CL52375	1001223 033124	1,076.52		4310044
01-4310-3600 COMPUTER SOFTWARE					
US BANK	1718 032524	INVARION-RAPIDPLAN SINGLE	799.00		4310045

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4310-4200 PROFESSIONAL SERVICES					
BIG WOOD LANDSCAPE, INC.	29830	SNOW REMOVAL-NEILS WAY	1,425.00		4310037
S. ERWIN EXCAVATION INC	24-148	Snow Hauling Service 2023-2024	100.00		4310037
S. ERWIN EXCAVATION INC	24-148	Snow Hauling Service 2023-2024	5,750.00	24023	4310037
HIATT TRUCKING, INC.	4967	Snow Hauling Service 2023-2024	6,300.00	24021	4310037
KETCHUM COMPUTERS, INC.	20302	STREETS	567.00		0
WESTERN STATES CAT	IN002724413	WINTER DOZER RENTAL	6,191.50		4310037
BACKGROUND INVESTATION B	INV-45086	Background Checks	27.45		0
S & C ASSOCIATES LLC	3033-3036	3034	391.50		4310037
CANYON EXCAVATION. LLC	2867	Snow Hauling Service 2023-2024	800.00		4310037
CANYON EXCAVATION. LLC	2867	Snow Hauling Service 2023-2024	11,050.00	24020	4310037
AWSI/DISA	614976	DRUG TEST SERVICES	72.40		0
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG					
LOCAL HIGHWAY TECHNICAL A	T2031324ECS-	T2 Center Classes	60.00		4310047
01-4310-5200 UTILITIES					
CITY OF KETCHUM	FEB 24	9999	64.46		4310047
CITY OF KETCHUM	FEB 24	9993	107.06		4310047
CITY OF KETCHUM	MARCH 24	9993	107.06		4310047
CITY OF KETCHUM	MARCH 24	9999	79.98		4310047
IDAHO POWER	2204882910 03	2204882910 031324	676.36		4310047
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	177.42		4310047
INTERMOUNTAIN GAS	32649330001 0	200 E 10 ST	817.41		4310047
INTERMOUNTAIN GAS	49439330009 0	49439330009 032524	397.08		4310047
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
NAPA AUTO PARTS	181691	REMAN BRAKE BOOSTER, CORE DEPOSIT, BRAKE FLUID	143.81		4310044
NAPA AUTO PARTS	181908	BEARING, SEAL, BRAKE CLEANER	59.52		4310044
NAPA AUTO PARTS	182092	DIFFERENTIAL SET	52.54		4310044
NAPA AUTO PARTS	182372	DISC PAD	29.99		4310044
US BANK	1718 032524	DRINK HOLDERS-TAHOE	49.42		4310044
WARM SPRINGS AUTO PARTS LL	198859	BRAKE FLUID, TRFL PLUG	39.98		4310044
WARM SPRINGS AUTO PARTS LL	198875	WAGNER SHOES, WHEEL CYLINDER	62.73		4310044
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
KENWORTH SALES COMPANY	012P38210	PUMP FUEL TRANSFER	367.70		4310044
NAPA AUTO PARTS	180968	FRAME BUMPER	69.37		4310044
NAPA AUTO PARTS	181039	FUEL ADDITIVE FOR EQUIPMENT	91.96		4310044
US BANK	1718 032524	BOYCE-AXLES SEAL WHEEL STUD AIR BRAKE CANISTER	372.57		4310044

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
WESTERN STATES CAT CUMMINS INC.	IN002738329 39-84672	PAINT-YELLOW TUBE,FUEL SUPPLY, COOLER ELECTRONIC CONTROL	80.10 58.60		4310044 4310044
CUMMINS INC.	39-85080	TUBE,FUEL SUPPLY, COOLER ELECTRONIC CONTROL	416.71		4310044
CUMMINS INC.	39-85273	TUBE,FUEL SUPPLY	80.40		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
CINTAS	4187704606	BLACK MATS	21.71		4310047
CINTAS	4188426281	BLACK MATS	21.71		4310047
CINTAS	5204214978	SERVICE MEDICINE CABINET	203.00		4310044
NORCO	40300923	CYLINDER RENTAL MARCH 2024	258.85		4310044
SENTINEL FIRE & SECURITY, IN	97657	AES FIRE ALARM MONITORING APRIL -JUNE 24	102.00		4310047
TREASURE VALLEY COFFEE INC	2160:10351324	COFFEE	108.38		4310047
01-4310-6930 STREET LIGHTING					
IDAHO POWER	2200506786 03	2200506786 031124	32.33		4310050
IDAHO POWER	2200749261 03	2200749261 032524	441.55		4310050
IDAHO POWER	2201013857 03	2201013857 032124	34.84		4310050
IDAHO POWER	2201174667 03	2201174667 031124	14.97		4310050
IDAHO POWER	2202627564 03	2202627564 031124	37.88		4310050
IDAHO POWER	2203855230 03	2203855230 032124	82.79		4310050
IDAHO POWER	2204535385 03	2204535385 032124	95.92		4310050
IDAHO POWER	2204882910 03	2204882910 031324	612.21		4310050
IDAHO POWER	2205963446 03	2205963446 031124	82.53		4310050
IDAHO POWER	2206773224 03	2206773224 032124	29.12		4310050
IDAHO POWER	2207487501 03	2207487501 032124	28.24		4310050
IDAHO POWER	2224304721 03	2224304721 031124	26.34		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
WALKER SAND AND GRAVEL	1302516	29.82 TON IMPORT CLEAN FILL	208.74		4310044
WALKER SAND AND GRAVEL	1304960	15.67 TON CLEAN FILL	109.69		4310044
WALKER SAND AND GRAVEL	1305912	43.43 TON CLEAN FILL	304.01		4310044
SAGE SUPPLY INC	24-43636	EZ STREET ASPHALY PATCH	1,260.00		4310036
Total STREET:			70,899.32		
RECREATION					
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	850.57		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	19.60		0
01-4510-3100 OFFICE SUPPLIES & POSTAGE					
GEM STATE PAPER & SUPPLY	1115745	TRASH BAGS 12-16 GAL	125.37		0
01-4510-3250 RECREATION SUPPLIES					
US BANK	7926 032524	TENNIS GRIP TAPE, GOLF BALLS, SOFT FOOTBALLS, BALL SET	294.47		0
US BANK	7926 032524	STRETCHY STRING BRACELETS, BACKYARD COMPOST THERMOMETER	30.98		0
US BANK	7926 032524	WIFFLE BATS	13.57		0
US BANK	7926 032524	PLASTIC BAT	8.99		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
ATKINSONS' MARKET	04821772	BANANAS,APPLES	10.16		0
ATKINSONS' MARKET	05781297	APPLES, MANDARINS, PINEAPPLES	25.36		0
ATKINSONS' MARKET	05782730	APPLES, MANDARIN HALO	18.31		0
ATKINSONS' MARKET	06750446	PIZZA, MOZZ, PEPPERONI, MULTI	10.52		0
SYSCO	240504041	CHEESE BREAD, CHEESE, CHICKEN STRIPS, POTATOES, PRETZEL, KETCHUP,CONDENSED MILK ECT	743.31		0
01-4510-3500 MOTOR FUELS & LUBRICANTS					
LUTZ RENTALS	W2939-1	PRESSURE VALVE	30.00		0
CHRISTENSEN INC.	0278066-IN	ACCT 1001222 PARKS TAX CREDIT INV DATED 1223-0224	23.83-		0
CHRISTENSEN INC.	CL46503	1001222 0113124	88.52		0
CHRISTENSEN INC.	CL47784	1001222 021124	105.96		0
CHRISTENSEN INC.	CL48580	1001222 021524	26.78		0
01-4510-4200 PROFESSIONAL SERVICE					
KETCHUM COMPUTERS, INC.	20302	PARKS	526.50		0
01-4510-4410 ADVERTISING & PUBLICATIONS					
US BANK	7926 032524	PEACHJAR CREDITS	250.00		0
01-4510-5200 UTILITIES					
IDAHO POWER	2206452274 03	2206452274 032124	410.32		0
INTERMOUNTAIN GAS	31904030009 0	31904030009 032524	151.93		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total RECREATION:			3,717.39		
Total GENERAL FUND:			475,313.38		
WAGON DAYS FUND					
WAGON DAYS EXPENDITURES					
02-4530-3200 OPERATING SUPPLIES					
ATKINSONS' MARKET	11650067	BAKERY-WAGON DAYS	142.35		0
ATKINSONS' MARKET	11650068	BAKERY-WAGON DAYS	71.17		0
Total WAGON DAYS EXPENDITURES:			213.52		
Total WAGON DAYS FUND:			213.52		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7135 MAIN STREET REHAB					
ECONO SIGNS LLC	10-989061	DETOUR SIGNS	3,089.24		0
SUN VALLEY PERFORMING ART	1207	TECH DIRECTOR AND TECH LABOR	669.60		713503
US BANK	7937 032524	UPRINTING-DOOR HANGERS	174.91		713503
S & C ASSOCIATES LLC	3033-3036	3033	177.00		713504
WORTH PRINTING	4016	POSTERS-MAIN ST CONSTRUCTION	99.80		713503
03-4193-7200 TECHNOLOGY UPGRADES					
US BANK	5219 032524	LENOVO THINKSTATION	999.01		0
Total GENERAL CIP EXPENDITURES:			5,209.56		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7000 WARM SPRINGS PRESERVE PHASE I					
STUDIO SUPERBLOOM, LLC	WSP-026	FEB 1 -MARCH 31 PROGRESS SUMMARY - WARM SPRINGS PRESERVE	1,912.50		0
Total FACILITY MAINT CIP EXPENDITURE:			1,912.50		
FIRE & RESCUE CIP EXPENDITURES					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
03-4230-7115 FIREFIGHTIN EQ (TOOLS)					
US BANK	5219 032524	FIREPENNY IRONS SHOULDER STRAPS	435.64		0
US BANK	5219 032524	PRESSURE GAUGE SEAL AND PULL PIN-FIRE EXTINGUISHERS	36.83		0
03-4230-7120 RADIOS (PORTABLE)					
US BANK	5219 032524	COMPACT BENCH POWER SUPPLY	131.99		0
US BANK	5219 032524	POWER CABLE MOTOROLA RADIO	9.16		0
49 ER COMMUNICATIONS INC.	75201	RADIO REPAIR	425.00		0
49 ER COMMUNICATIONS INC.	75331	12 RECHARGABLE BATTERIES	1,321.35		0
49 ER COMMUNICATIONS INC.	75506	BIGBOOST ANTENNAS	179.95		0
03-4230-7130 PPE (TURNOUT GEAR)					
US BANK	5219 032524	5.11 WORK PANT REFUND	74.63-		0
US BANK	5219 032524	5.11 WORK PANTS	175.96		0
CURTIS TOOLS FOR HEROES	INV805309	FIRE FIGHTING GLOVES	659.62		0
Total FIRE & RESCUE CIP EXPENDITURES:			3,300.87		
Total GENERAL CAPITAL IMPROVEMENT FD:			10,422.93		
ORIGINAL LOT FUND					
ORIGINAL LOT TAX					
22-4910-6060 EVENTS/PROMOTIONS					
US BANK	7937 032524	SESAC	589.72		0
EDGE EVENT PRODUCTIONS	1394	LODGING STAGE CREW, LIGHTING, UTILITY LIGHT	820.00		491035
22-4910-6080 MOUNTAIN RIDES					
MOUNTAIN RIDES	12473	TRANSPORTATION SERVICES FY2024	66,333.34	24006	0
Total ORIGINAL LOT TAX:			67,743.06		
Total ORIGINAL LOT FUND:			67,743.06		
ADDITIONAL 1%-LOT FUND					
ADDITIONAL 1%-LOT					
25-4910-4220 SUN VALLEY AIR SERVICE BOARD					
SUN VALLEY AIR SERVICE BOA	FEBRUARY M	FEBRUARY MOS 2024	145,699.93		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total ADDITIONAL 1%-LOT:			145,699.93		
Total ADDITIONAL1%-LOT FUND:			145,699.93		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	1,838.50		0
54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	.00		0
54-4410-3100 GENERAL OFFICE					
A.C. HOUSTON LUMBER CO.	2404-718497	PICTURE HANGING KIT, STIPS	29.25		0
US BANK	7309 032524	REFUND-HP LASERJET PRINTER	419.99-		0
54-4410-3200 LIFT TOWER LODGE OPERATIONS					
A.C. HOUSTON LUMBER CO.	2403-716435	PADLOCK	18.99		0
IDAHO POWER	2208260063 03	2208260063 031224	529.31		0
IDAHO POWER	2226910376 03	2226910376 031224	520.78		0
US BANK	9988 032524	BARRACUDA HARD DRIVE	114.80		0
COX BUSINESS	0012401037719	0012401037719502 031724	.00		0
54-4410-4200 PROFESSIONAL SERVICES					
EXPRESS PUBLISHING, INC.	10002196 0913	BCHA PROGRAM ADMIN JOB POSTING VIA COK	274.50		0
US BANK	7309 032524	MAUDES COFFEE-MEETING WITH PLANNING TEAM	17.92		0
RIAN ROONEY	040424	INDEPENDENT CONTRACTOR FOR HOUSING DEPT	30,580.00	24061	0
54-4410-4210 LEASE TO LOCALS INSENTIVES					
BOWYER, MELODY	LTL 041624	INITIAL LTL PAYMENT	6,750.00		0
54-4410-4215 LEASE TO LOCALS PROF SERVICES					
PLACEMATE, INC	1645	YEAR 2 LEASE TO LOCALS PROGRAM	7,872.88	23123	0
PLACEMATE, INC	1667	YEAR 2 LEASE TO LOCALS PROGRAM	6,000.00	23123	0
54-4410-4225 DEED RESTRICTIONS					
INTERMOUNTAIN GAS	80459260305 0	80459260305 032524	26.96		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
JOE'S BACKHOE SERVICES, INC.	24-419	SNOW REMOVAL-LIFTOWER	1,767.50		0
54-4410-5110 COMPUTER NETWORK					
KETCHUM COMPUTERS, INC.	20302	HOUSING	189.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
CITY OF KETCHUM	FEB 24	59	669.32		0
CITY OF KETCHUM	MARCH 24	59	669.32		0
CLEAR CREEK DISPOSAL	0001703376	SITE 1 - MARCH 2024 MONTHLY SERVICE & RENT	519.54		0
INTERMOUNTAIN GAS	08335990225 0	08335990225 032524	119.52		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
SHERWIN-WILLIAMS CO.	7015-0	XL-GLIDE	15.55		0
SHERWIN-WILLIAMS CO.	7081-2	MUMBO MINI, JUMBO-COL, JUMBO-MRTHON	20.76		0
US BANK	9988 032524	ELECTRONIC LEVER LOCK WITH SMART KEY	100.41		0
Total COMMUNITY HOUSING EXPENSE:			58,224.82		
Total COMMUNITY HOUSING:			58,224.82		
WATER FUND					
WATER EXPENDITURES					
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	185.00		0
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	16.50		0
63-4340-3200 OPERATING SUPPLIES					
CINTAS	4188426323	WATER	31.20		435001
CINTAS	4188426323	WATER	10.89		435001
LUTZ RENTALS	148693-1-2	Propane	22.36		0
TREASURE VALLEY COFFEE INC	2160:10292597	SQWINCHER STIX & COFFEE	137.19		0
63-4340-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	0278066-IN	ACCT 1001225 WATER TAX CREDIT INV DATED 1223-0224	112.23-		0
CHRISTENSEN INC.	0548896-IN	1008309 - WATER	1,536.15		0
CHRISTENSEN INC.	CL46506	1001225 013124	271.01		0
CHRISTENSEN INC.	CL47787	1008309 - WATER	281.41		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHRISTENSEN INC.	CL48583	1008309 - WATER	87.09		0
CHRISTENSEN INC.	CL49856	1008309 - WATER	264.77		0
CHRISTENSEN INC.	CL50944	1008309 - WATER	294.29		0
CHRISTENSEN INC.	CL52377	1008309 - WATER	465.16		0
63-4340-3600 COMPUTER SOFTWARE					
US BANK	5198 032524	AUTODESK- AUTO CAD LT ANNUAL SUBSCRIPTION	240.00		0
63-4340-3800 CHEMICALS					
GEM STATE WELDERS SUPPLY,I	E273582	Hypochlorite Solution	316.00		0
63-4340-4200 PROFESSIONAL SERVICES					
GO-FER-IT	127365	Water Samples	67.20		0
KETCHUM COMPUTERS, INC.	20302	WATER	272.25		0
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG					
US BANK	5198 032524	SUNCOAST LEARNING-VALVE & HYDRANT MAINTENANCE	150.00		0
US BANK	5198 032524	ID GOV DWD1-26204	30.00		0
63-4340-5100 TELEPHONE & COMMUNICATIONS					
SENTINEL FIRE & SECURITY, IN	97562	MONITORING - 110 RIVER RANCH RD ADMIN/WATER BUILDING	74.25		435001
63-4340-5200 UTILITIES					
DIG LINE	0073733-IN	Monthly Fee - W	37.50		435001
DIG LINE	0073857-IN	Monthly Fee - W	37.80		435001
IDAHO POWER	2202458903 03	2202458903 - 110 RIVER RANCH RD OPTC	936.26		0
IDAHO POWER	2203658592 03	2203658592 - WELLS & BOOSTERS	7,727.29		0
IDAHO POWER	2206786259 03	2206786259 - 110 RIVER RANCH RD ADMN - W	49.16		435001
INTERMOUNTAIN GAS	32649330001 0	100 RIVER RANCH RD A	50.31		0
63-4340-6000 REPAIR & MAINT-AUTO EQUIP					
COLOR HAUS, INC.	Y3EQN	RUST OLEUM TURBO TRUCK BED LINER	115.96		0
US BANK	4026 032524	ID DEPT OF TRANSPORTATION-PLATES	23.69		0
US BANK	5198 032524	CON PAULOS-AUX SWITCH INSTALL	350.20		0
US BANK	5198 032524	DOUBLE CAB RUNNING BOARDS	148.99		435001
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
CONSOLIDATED ELECTRICAL DI	3755-1058280	RATED VFD FILTER	396.00		0
FERGUSON ENTERPRISES, LLC	0882941	7502 HANDHELD REPAIR	765.20		0
SHERWIN-WILLIAMS CO.	7117-4	Paint	374.99		435002

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WATER EXPENDITURES:			15,653.84		
Total WATER FUND:			15,653.84		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP376399	HRA MEDICAL	789.78		0
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	991854	FSA & HRA ADMIN FEES MARCH 2024	42.30		0
65-4350-3200 OPERATING SUPPLIES					
CINTAS	4188426323	WASTEWATER	63.93		435001
CINTAS	4188426323	WASTEWATER	10.90		435001
SHERWIN-WILLIAMS CO.	7042-4	SUPPLIES FOR PAINTING	53.97		435001
UPS STORE #2444	MMN7FR5NU	WATER SAMPLES	15.16		435001
UPS STORE #2444	MMN7FR5QU	WATER SAMPLES	15.11		435001
US BANK	5198 032524	EZ ON WARTH-RECYCLING KIT STRAIGHT LAMPS	229.99		435002
US BANK	5198 032524	CARHARTT MENS LOOSE FIT WORK PANTS	134.97		435001
65-4350-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	0278066-IN	ACCT 1001224 WW TAX CREDIT INV DATED 1223-0224	109.20-		435001
CHRISTENSEN INC.	519364C-CM	1008309 - WASTEWATER	135.20-		435001
CHRISTENSEN INC.	519364R-DM	1008309 - WASTEWATER	127.55		435001
CHRISTENSEN INC.	CL46506	1001225 013124	43.30		435001
CHRISTENSEN INC.	CL47786	1008309 - WASTEWATER	89.14		435001
CHRISTENSEN INC.	CL48582	1008309 - WASTEWATER	443.15		435001
CHRISTENSEN INC.	CL49855	1008309 - WASTEWATER	103.51		435001
CHRISTENSEN INC.	CL50943	1008309 - WASTEWATER	586.90		435001
CHRISTENSEN INC.	CL52376	1008309 - WASTEWATER	97.66		435001
65-4350-3600 COMPUTER SOFTWARE					
US BANK	5198 032524	AUTODESK- AUTO CAD LT ANNUAL SUBSCRIPTION	240.00		435001
65-4350-3800 CHEMICALS					
THATCHER COMPANY, INC.	2024100104064	ALUMINUM SULFATE	8,138.46	24048	435001
CHRISTENSEN INC.	CL46505	1001224 013124	86.45		435001

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-4200 PROFESSIONAL SERVICES					
ANALYTICAL LABORATORIES, I	2401928	WASTEWATER MONITORING	267.87		435001
KETCHUM COMPUTERS, INC.	20302	WASTEWATER	272.25		0
QUALITY CONTROL SERVICES, I	74100	Equipment Calibration	1,560.00		435001
ZIONS BANK	4899911 04012	PAYING AGENT FEE	500.00		0
65-4350-5100 TELEPHONE & COMMUNICATIONS					
SENTINEL FIRE & SECURITY, IN	97562	MONITORING - 110 RIVER RANCH RD ADMIN - WASTEWATER	24.75		435001
65-4350-5200 UTILITIES					
IDAHO POWER	2202158701 03	2202158701 - 110 RIVER RANCH RD SWR	14,117.16		435001
IDAHO POWER	2202703357 03	2202703357 - 1001 CHIEF JOSEPH CT WY EQU CTR	69.44		435001
IDAHO POWER	2206786259 03	2206786259 - 110 RIVER RANCH RD ADMN - WW	49.16		435001
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH GRIT, C, SLUDGE	1,060.60		435001
INTERMOUNTAIN GAS	32649330001 0	100 RIVER RANCH RD A	50.30		435001
INTERMOUNTAIN GAS	58208688554 0	58208688554 - 110 RIVER RANCH RD MECHANICAL BAR SCREE	128.31		435001
65-4350-6000 REPAIR & MAINT-AUTO EQUIP					
NAPA AUTO PARTS	180228	CREDIT FOR INV#179005	45.98-		435002
NAPA AUTO PARTS	181650	PLATUNUM FILTER KIT, AUTOMATIC TRANSMISSION FLUID, LUCAS TRANS FIX	79.64		435002
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
NAPA AUTO PARTS	182664	TRI-POWER IND V-BELT	59.48		435002
SHEETMETAL FABRICATION	16457	24 GA GALV, SHEAR	125.60		435002
SHERWIN-WILLIAMS CO.	6909-5	SUPPLIES FOR PAINTING	26.32		435002
XYLEM WATER SOLUTIONS U.S.	3556D14057	FREIGHT CHARGE	65.00	24067	435002
XYLEM WATER SOLUTIONS U.S.	3556D14057	76-04 48 40 ECORAY TDS 55 BALLAST	4,794.00	24067	435002
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
A.C. HOUSTON LUMBER CO.	2403-712757	5/16 SPRING SNAP LINK, FASTENERS	5.13		435002
DIG LINE	0073733-IN	Monthly Fee - WWC	37.50		435001
DIG LINE	0073857-IN	Monthly Fee - WWC	37.80		435001
CHRISTENSEN INC.	CL50943	1008309 - COLLECTIONS	127.88		435001
CHRISTENSEN INC.	CL52376	1008309 - COLLECTIONS	162.08		435001
Total WASTEWATER EXPENDITURES:			34,642.12		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WASTEWATER FUND:			34,642.12		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7809 ENERGY EFFICIENCY PROJECTS					
ROBERTS ELECTRIC	010722	TIME AND MATERIALS FOR EV CHARGING STATION	9,282.06	24077	435004
ROBERTS ELECTRIC	11249	TIME AND MATERIALS FOR EV CHARGING STATION	435.00	24077	435004
ROBERTS ELECTRIC	11251	TIME AND MATERIALS FOR EV CHARGING STATION	1,434.94	24077	435004
Total WASTEWATER CIP EXPENDITURES:			11,152.00		
Total WASTEWATER CAPITAL IMPROVE FND:			11,152.00		
Grand Totals:			819,065.60		

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
 Invoice Detail.Voided = No, Yes



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Main Street improvements require additional space on northeast corner of Main and 1st streets to accommodate pedestrians and mobility impaired individuals
- City-owned parcel adjacent to Village Market is underutilized, provides no public benefit, and houses power vault solely for Village Market
- City staff have negotiated equitable land exchange with Sun Valley Holdings, LLC for additional pedestrian realm at corner
- Land exchange will also allow for wider pedestrian realm and ornamental pedestrian lighting along Main Street in front of the Village Market parking lot

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

Sustainability Impact:

Financial Impact:

Attachments:

1. Resolution 24-008

CITY OF KETCHUM

RESOLUTION 24-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM MAKING FINDINGS; DECLARING INTENT TO EXCHANGE CERTAIN REAL PROPERTY; DECLARING IT IS IN THE BEST INTEREST OF THE CITY TO EXCHANGE CERTAIN REAL PROPERTY TO SUN VALLEY HOLDINGS, LLC; DECLARING FAIR AND REASONABLE CONSIDERATION; AND DIRECTING THE CLERK TO PUBLISH NOTICE OF THIS ACTION AND TO SET A PUBLIC HEARING ON THE INTENT TO EXCHANGE CERTAIN REAL PROPERTY.

SECTION 1: FINDINGS

- 1.1 The City of Ketchum was duly formed and exists under and by virtue of Article XII of the Constitution of the State of Idaho and Title 50 of the Idaho Code.
- 1.2 The City owns the real property as described on Exhibit A attached and incorporated herein and hereinafter referred to as "Real Property."
- 1.3 The Real Property is underutilized for City purposes and will be exchanged for the "Exchange Property" also described on Exhibit A and incorporated herein.
- 1.4 The City Council has the power and authority pursuant to Idaho Code Section 50-1401 to sell, exchange or convey, any real property owned by the City which is underutilized or which is not used for public purposes.
- 1.5 Chapter 14 of Title 50 Idaho Code prescribes a procedure to be followed regarding the disposition of City real property.
- 1.6 The City and Sun Valley Holdings, LLC have discussed and established a fair and equitable exchange of land parcels for the Real Property
- 1.7 It is the intention of the City Council to consider the exchange of the Real Property and Exchange Property and to set a public hearing on such; and the City Council directs the City Clerk to provide notice of such intention and of the public hearing.

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

- 2.1. The City Council finds and declares that the Real Property is underutilized by the City and not used for public purposes; and declares their intent to exchange said Real Property with Sun Valley Holdings, LLC.

- 2.2. The City Council finds and declares that the agreed-upon equitable exchange of land is a fair and reasonable consideration for the proposed conveyance of the Real Property to Sun Valley Holdings, LLC.
- 2.3. The City Council hereby sets a public hearing where any person may appear and show cause that an exchange of the Real Property should or should not be made at a meeting of the City Council to be held on May 6, 2024 at 4 p.m. in the Council Chambers, Ketchum City Hall.
- 2.4. The City Clerk is directed to cause notice of the public hearing to be published in the official newspaper not less than fourteen (14) days prior to the hearing.

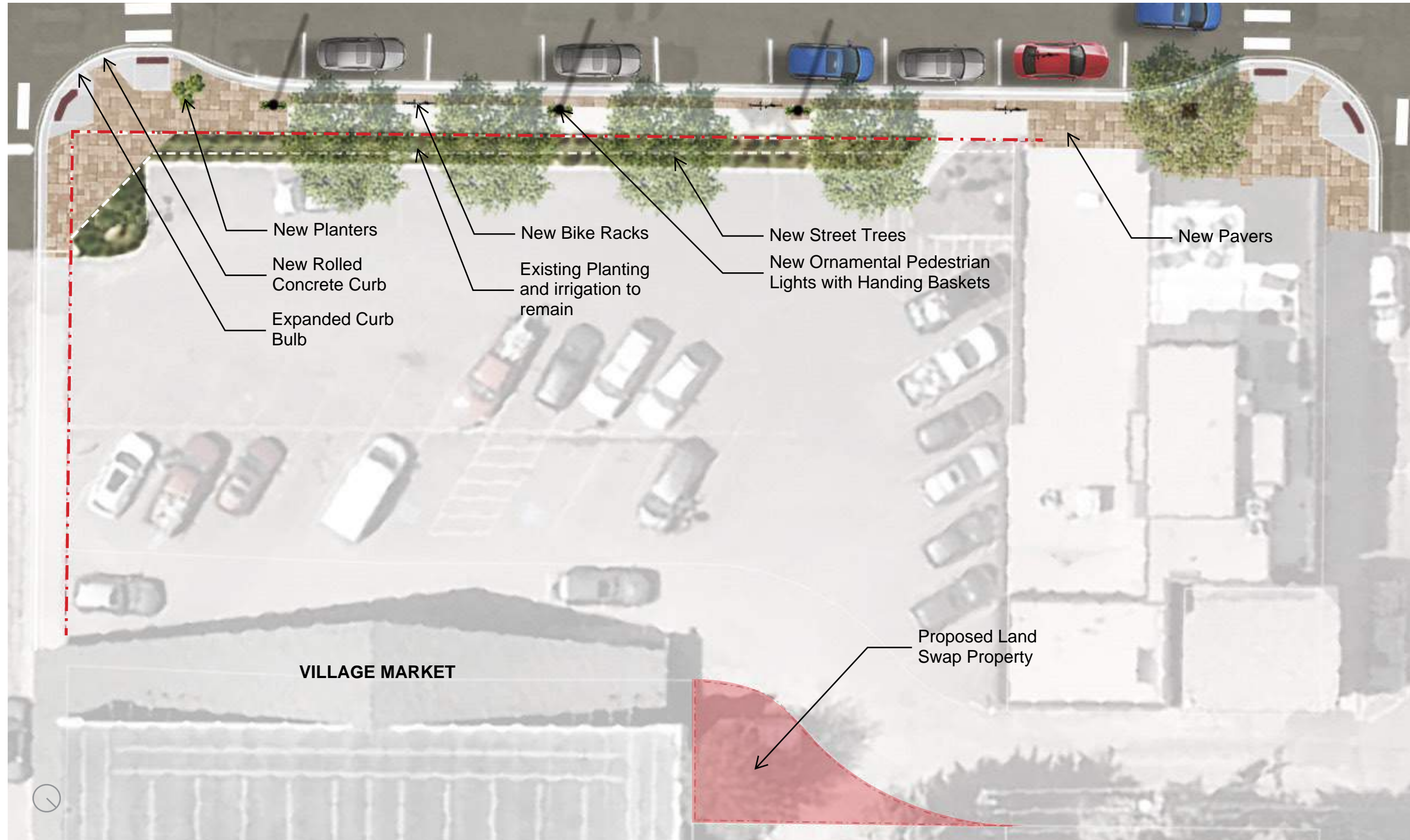
PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 15th day of April, 2024.

APPROVED:

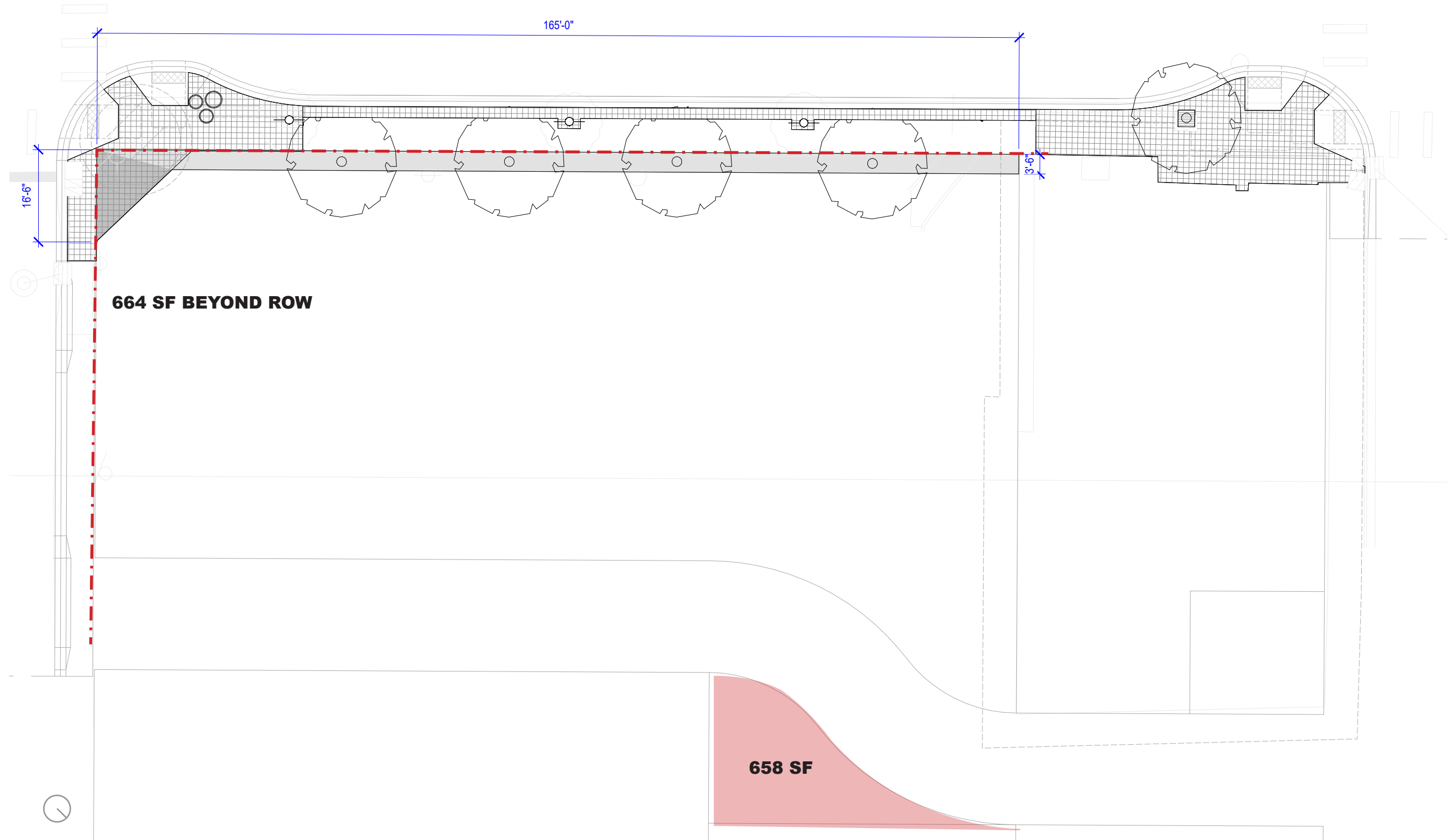
Signed: _____
Neil Bradshaw, Mayor

ATTEST:

By _____
Trent Donat, City Clerk



VILLAGE MARKET



WHITE PETERSON

ATTORNEYS AT LAW

KELSY R. BRIGGS
MARC J. BYBEE
WM. F. GIGRAY, III
DANIEL W. GOODMAN
MATTHEW A. JOHNSON
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TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR

April 11, 2024

To: Mayor and Council
City of Ketchum

From: Matthew Johnson, City Attorney

H23-084: 180 Leadville HPC Administrative Appeal – Draft Decision

Background:

This written Decision was drafted by the City Attorney from the discussion and determination at the Council's April 1, 2024 administrative appeal hearing on this matter. This Decision will formalize and final that determination, as is required within 30 days of the administrative appeal hearing.

The attached draft remains open to modifications and revisions as deemed appropriate by the Council to reflect the Council's determination, findings, and the reasons for such. In the event of modifications, an alternative motion is provided below.

Recommended Motion:

Recommended Motion: I move to approve the written Decision as presented by the City Attorney, and authorize the Mayor to sign.

Alternative Motion: I move to approve the written Decision as presented by the City Attorney, with the following changes: [OR "with the changes as specified in our discussion"], and authorize the Mayor to sign.

**BEFORE THE CITY COUNCIL
OF THE
CITY OF KETCHUM**

In the Matter of the Appeal of:)
)
180 Leadville, LLC) **FINDINGS OF FACT,**
(Appellant/Applicant)) **CONCLUSIONS OF LAW, AND**
) **DECISION**
)
Of Historic Preservation Commission)
Decision, H23-084)

This matter comes before the City Council of the City of Ketchum ("Council"), pursuant to Ketchum City Code §17.20.030(F) and §17.144.020, as an appeal of a Historic Preservation Commission ("HPC") decision. An appeal hearing on the matter was held before the Council on April 1, 2024. The matter was heard for adoption of this written Decision on April 15, 2024. The Council does hereby make and set forth the following Record of Proceedings and the Council's Decision as follows:

I. RECORD OF PROCEEDINGS

The Applicant and Appellant in this matter is 180 Leadville, LLC.

A Record of Proceedings before the HPC and upon administrative appeal ("Record") was prepared and submitted to the Council for the April 1, 2024 hearing. That Record is hereby referenced and incorporated in full into the Record and this Decision. The Record includes the following:

- A. Application to Alter or Demolish a Historic Structure. September 13, 2023
- B. Notice of Public Hearing Before the HPC. September 27, 2023
- C. Transcript of HPC Meeting of October 17, 2023.

- D. Minutes of HPC Meeting of October 17, 2023
- E. HPC Findings of Fact, Conclusions of Law, and Decision. November 7, 2023.
- F. Council Scheduling Order and Notice. March 4, 2024.
- G. Appellant Memorandum in Support of Appeal, March 11, 2024.
- H. Staff Response Memorandum, March 20, 2024.
- I. Appellant Reply Memorandum, March 26, 2024.

On March 4, 2024, the Council made procedural determinations and set deadlines as to submission of written argument by the Parties. All submitted Memoranda are referenced above and made a part of the Record in this matter.

An appeal hearing on this matter was held on April 1, 2024, at which hearing the Council heard oral arguments by the Parties, deliberated, and made a verbal determination. Such hearing was recorded and that recording is made a part of the Record in this matter.

II. JUDICIAL NOTICE AND REVIEW STANDARD

The Council takes judicial notice of the Ketchum Municipal Code (KMC).

Pursuant to KMC §17.20.030(F), the decision of the HPC on a demolition or alteration application is appealable to the City Council in the same manner under KMC §17.144 as a Planning and Zoning Commission decisions.

Pursuant to KMC § 17.144.020 (C), the Council makes its determination considering only the Record below along with written and oral arguments by the Parties. No new facts or evidence are considered in the appeal.

III. FINDINGS, CONCLUSIONS, AND DECISION

1. **Incorporation of HPC Findings.**

The HPC Findings, Conclusions, and Decision is hereby affirmed and incorporated herein by reference, unless specifically excepted below.

2. **The HPC was correct in not considering the potential value of a replacement project, as such factor is not part of the current Historic Preservation criteria.**

Appellant argues that the housing public purposes promoted by Applicant's proposed replacement project on the Subject Property should be a weighing factor in support of the Demolition/Relocation Permit. The HPC found and conducted its deliberations without substantial consideration of the nature or purpose of the proposed replacement project.

The Council is sympathetic to Appellant's urging for a weighing of different public purposes. In this case, such would be weighing how historic preservation may be counterbalanced by development of workforce housing. However, a criteria or factor providing for such weighing is not currently adopted or incorporated into the historic preservation criteria under KMC §17.20. Allowing for such weighing of different public purposes has not been delegated to the authority of the HPC.

Appellant argues that the reference to "conflict with the Comprehensive Plan" in KMC §17.20.030(C)(2) opens an opportunity to consider other portions of the Comprehensive Plan, such as the Comprehensive Plan's housing provisions. The Council interprets KMC §17.20.030(C)(2) more narrowly and does not find that it was intended to be read so broadly as to allow other public purposes within the Comprehensive Plan to trump or counterbalance the historic preservation criteria. To allow such would require a policy change in the City Code.

The HPC was correct in its discretion to evaluate the Application solely on the merits of the proposed demolition/relocation in relation to the historic preservation criteria, and without reference to any potential proposed replacement project – however admirable such proposed replacement may be.

3. The HPC was appropriately within its discretion to find historical value in relation to the notable people associated with the structure.

KMC§ 17.20.020(C)(3) provides for historic preservation criteria related to architectural criteria (a), social/historic criteria (b), and/or geographic/natural features (c). Any one or more of these criteria can be reason for a historic designation.

In this case, the HPC determined that the association of the Subject Property with notable people in Ketchum’s history had provided for the building’s previous designation on the historic building/site list, under the social/historic criteria, and should continue to be protected.

The Council finds that the HPC appropriately acted within its discretion under the criteria, and defers to the expertise and judgment of the HPC in finding that the structure retains historical significance.

4. The HPC acted within its authority and discretion to determine the proposed relocation could adversely impact the historical integrity and context.

The historic preservation criteria of KMC §17.20.030(C) provide for the HPC to consider not only historical and architectural significance, but also the integrity of the structure and how an alteration may impact historical significance in relation to the community core.

In this case, the HPC found and noted that the proposed relocation outside of Ketchum city limits specifically implicates the historical context in relation to the community core, as well as creating threats to the long-term integrity and preservation of the structure. Appellant has

suggested to the Council that further circumstances may have developed which might mitigate such concern. However, the question of the long-term integrity and preservation has not been resolved. Moreover, any further specificity on the proposed relocation site would be new information not properly before the Council. Appellant has full ability to bring a new application that better addresses the HPC's previous concerns on these issues in order to argue for a different outcome on a new application.

The Council again is deferential to the expertise and reasoned findings of the HPC on the Application that was before them. The Council finds no errors in the interpretation or application of the historic preservation criteria by the HPC. The Council finds no arbitrary or capricious actions by the HPC. The HPC appropriately acted within its discretion, expertise, and authority.

Based upon the foregoing review and analysis, and good cause appearing from the record in these proceedings, the Council AFFIRMS the Decision of the HPC as presented in this matter, with no changes, and authorizes the Mayor to sign this Decision on behalf of the City Council.

Neil Bradshaw, Mayor

ATTEST:

By: _____
Trent Donat, City Clerk

NOTICE OF APPEAL RIGHTS:

This Decision constitutes the written decision of the Council pursuant to KMC 17.144.020(D). The City Clerk is directed to transmit this Decision to the Appellant and any

other affected person who has requested a copy in writing. All parties and affected persons are hereby notified of this final decision and their option to consider further action, including appeal, pursuant to the proceedings set forth in Idaho Code § 67-6521.

A copy of this Decision has been provided to the Appellant and the City Attorney, and the original has been retained in the records of this City on this _____ day of _____, 2024.

By: _____
Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item: **Recommendation to Approve Right-of-Way Encroachment Agreement 24907 for the installation of underground power transmission lines and duct bank in the public right-of-way on Second Street.**

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 24907 between the City and Idaho Power.

Reasons for Recommendation:

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

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

The purpose of this project is to provide a redundant underground power source for future growth and community demand. Engineering, Streets, Water and Sewer, departments have reviewed the layout of the proposed utilities. No new above grade facilities are proposed within the City’s ROW.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way were a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachment was to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Sustainability Impact:

None OR state impact here: Reduce visual impacts within the ROW promoting walkability and vehicular traffic reducing carbon emissions.

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Right-of-Way Encroachment Agreement 24907
2. Exhibit “A”
3. Exhibit “B”

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 24907

THIS AGREEMENT, made and entered into this ____ day of ____, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of an underground transmission line in the right-of-way of Second Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install underground power infrastructure identified in Exhibit "A" within the public right-of-way, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

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

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

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

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

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

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

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

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

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

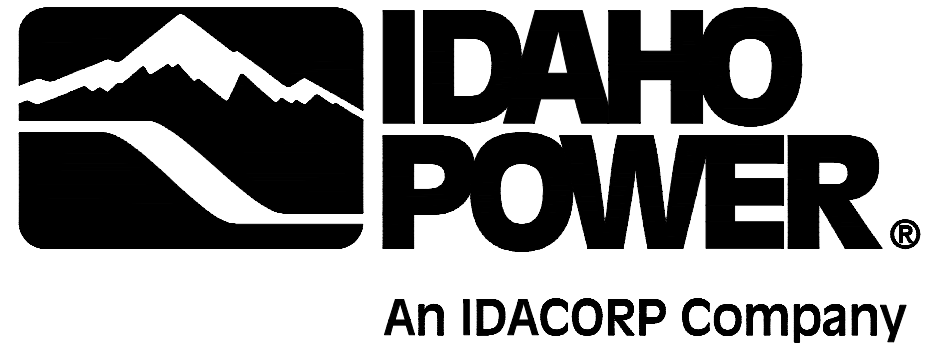
11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

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

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

EXHIBIT "A"

VAULT NO. 21D-XXXXX-XXX



KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION 138kV UNDERGROUND TRANSMISSION LINE

BLAINE COUNTY, IDAHO

DRAWING LIST		
PROJECT SHT NO.	DRAWING NO.	DESCRIPTION
1	G1-1	ROUTE MAP
2	P1-1	KETCHUM SUBSTATION PLAN & PROFILE
3	P1-2	ON HOLD PLAN & PROFILE 1+00 TO 7+00
4	P1-3	ON HOLD PLAN & PROFILE 7+00 TO 10+00
5	P1-4	PLAN & PROFILE 10+00 TO 15+00
6	P1-5	PLAN & PROFILE 15+00 TO 22+00
7	P1-6	PLAN & PROFILE 22+00 TO 27+00
8	P1-7	PLAN & PROFILE 27+00 TO 33+00
9	P1-8	ON HOLD PLAN & PROFILE 34+00 TO 41+00
10	P1-9	PLAN & PROFILE 41+00 TO 49+00
11	P1-10	PLAN & PROFILE 49+00 TO 56+00
12	P1-11	PLAN & PROFILE 56+00 TO 63+00
13	P1-12	PLAN & PROFILE 63+00 TO 70+00
14	P1-13	PLAN & PROFILE 70+00 TO 77+00
15	P1-14	PLAN & PROFILE 77+00 TO 84+00
16	P1-15	PLAN & PROFILE 84+00 TO 91+00
17	P1-16	PLAN & PROFILE 91+00 TO 98+00
18	P1-17	PLAN & PROFILE 98+00 TO 105+00
19	P1-18	PLAN & PROFILE 105+00 TO 112+00
20	P1-19	ON HOLD PLAN & PROFILE 112+00 TO 119+00
21	P1-20	ON HOLD PLAN & PROFILE 119+00 TO 126+00
22	P1-21	PLAN & PROFILE 126+00 TO 133+00
23	P1-22	PLAN & PROFILE 133+00 TO 139+00
24	P1-23	PLAN & PROFILE 139+00 TO 142+00
25	P1-24	PLAN & PROFILE 142+00 TO 148+00
26	P1-25	PLAN & PROFILE 148+00 TO 155+00
27	P1-26	PLAN & PROFILE 155+00 TO 162+00
28	P1-27	PLAN & PROFILE 162+00 TO 169+00
29	P1-28	PLAN & PROFILE 169+00 TO 176+00
30	P1-29	PLAN & PROFILE 176+00 TO 183+00
31	U0-1	DUCTBANK DETAILS
32	U0-2	DUCT BANK DETAILS
33	U0-4	ON HOLD MISCELLANEOUS DETAILS
34	U0-5	ON HOLD UNDER CROSSING DETAILS
35	U0-6	ON HOLD TRANSITION DETAILS
36	U1-1	ON HOLD MANHOLE DETAILS
37	U1-2	ON HOLD EXISTING MANHOLE DETAILS
38	U1-3	HANDHOLE DETAILS
39	U3-1	BONDING SCHEMATIC

CONTACTS

IPC PROJECT LEADER:
TOM BARBER (208) 388-5667

POWER PROJECT LEADER:
DAREL TRACY (208) 288-6254

POWER UNDERGROUND PROJECT ENGINEER:
ADAM SMITH (208) 788-0443

POWER UNDERGROUND DESIGN ENGINEER:
LUCAS BAUMGARTNER (208) 884-6011

NOTES

GENERAL NOTES:

- THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-342-1585.
- VERTICAL LOCATION OF SUBSURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS USING BEST AVAILABLE INFORMATION AND ARE APPROXIMATE. BUILDING SERVICE CONNECTIONS (ELECTRIC, GAS, TELEPHONE, WATER AND SANITARY) ARE NOT SHOWN. CONTRACTOR IS TO ASSUME SERVICES ARE PRESENT TO ALL BUILDINGS.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RETURNED TO THE ORIGINAL CONDITION OR BETTER AS DETERMINED BY OWNER AND IN ACCORDANCE WITH THE APPLICABLE LOCAL AND/OR STATE REQUIREMENTS.
- CIVIL CONTRACTOR SHALL HAUL AWAY ALL UNUSED EXCAVATED MATERIAL TO PERMITTED SOIL DISPOSAL SITE.
- CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING AND REPAIRING ALL PAVEMENT DISTURBED DUE TO THE CONSTRUCTION. ALL REPLACEMENT AND REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE LOCAL AND/OR STATE REQUIREMENTS.
- CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY & ALL UTILITIES AND FACILITIES DAMAGED DURING CONSTRUCTION IN ACCORDANCE WITH THE APPLICABLE UTILITY SPECIFICATION, LOCAL AND/OR STATE REQUIREMENTS.
- CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ABANDONED CONDUIT AS REQUIRED IN ACCORDANCE WITH THE APPLICABLE LOCAL AND/OR STATE REQUIREMENTS. CUT AND CAP ABANDONED UTILITIES (DO NOT CUT GAS LINES).
- CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR BUILDING TEMPORARY AND PERMANENT ACCESS ROADS. ALL TEMPORARY ACCESS ROADS WILL BE REMOVED AND ORIGINAL GRADE WILL BE RESTORED WHEN WORK IS COMPLETED.
- CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING BEST MANAGEMENT PRACTICES FOR CONTROLLING EROSION AND SEDIMENTATION.
- CIVIL CONTRACTOR SHALL RESTORE SURFACE PER THE SPECIFICATION.
- DUCT BANK SHALL MAINTAIN A COVER DEPTH OF 3'-0" BELOW GRADE. DUCT BANK SHALL MAINTAIN A COVER DEPTH OF 4'-0" BELOW GRADE WITHIN IDAHO TRANSPORTATION (ITD) RIGHT-OF-WAY.
- ALL VERTICAL RADII ARE 400', AND HORIZONTAL RADII ARE 50' UNLESS OTHERWISE NOTED.
- DUCTBANK SHALL MAINTAIN MINIMUM VERTICAL CLEARANCE OF 2'-0" OVER OR UNDER EXISTING AND PROPOSED UTILITIES, UNLESS OTHERWISE SHOWN ON THE DRAWINGS. DUCTBANK SHALL MAINTAIN HORIZONTAL CLEARANCE OF 2'-0" UNLESS OTHERWISE SHOWN ON THE DRAWINGS OR NOTED BELOW.
 - CITY OF KETCHUM REQUIRES HORIZONTAL CLEARANCE OF 6'-0"
 - INTERMOUNTAIN GAS REQUIRES VERTICAL CLEARANCE OF 1'-0"

SURVEY NOTES:

- THIS MAP CORRECTLY REPRESENTS CONDITIONS AND FEATURES EXISTING AT THE TIME OF THIS SURVEY IN JULY, 2023.
- UNDERGROUND UTILITY LINES ARE BASED UPON A COMBINATION OF ASBUILT PLANS, SURFACE FEATURE MEASUREMENTS AND ONSITE UNDERGROUND UTILITY MARKINGS PERFORMED BY OTHERS.
- THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
- BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECORDS OF SURVEY AND PLOT MAPS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY ON LANDPRO DATA.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF TITLE REPORTS, WHICH MAY REVEAL RESTRICTIONS OR EASEMENTS OF RECORD.

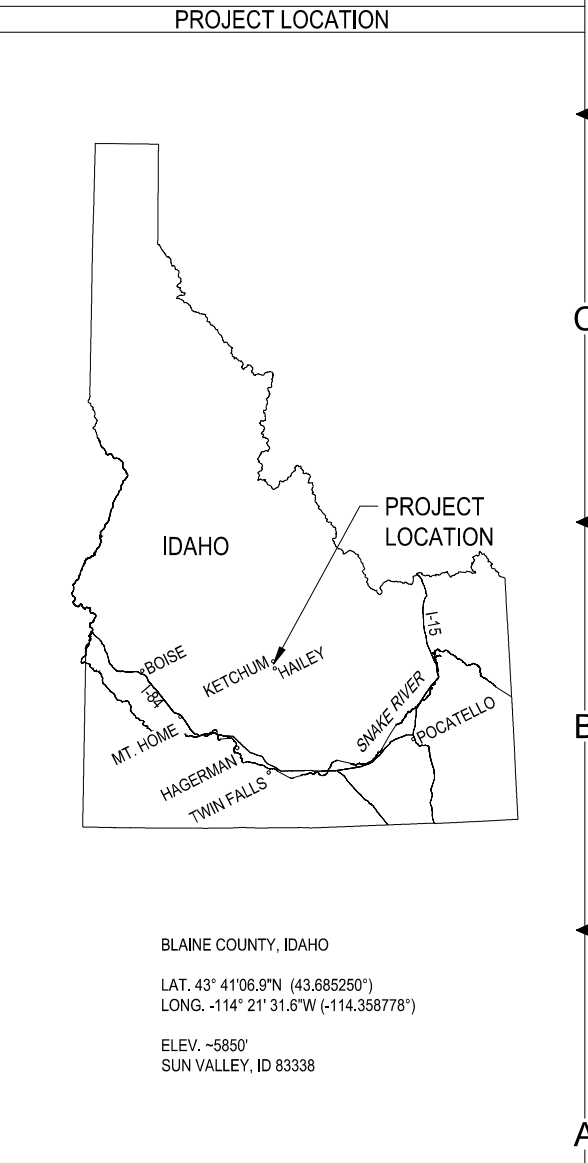
NOTES

CITY OF KETCHUM STREET DEPARTMENT NOTES:

- STARTING DATE IS WEATHER DEPENDENT.
- CONTRACTOR TO PROVIDE A DETAILED TRAFFIC CONTROL PLAN. DIG PERMIT IS REQUIRED FOR CONSTRUCTION ACTIVITIES TO COMMENCE.
- PUBLIC NOTICE ANNOUNCEMENT REQUIRED IN THE MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE RESIDENTS IMPACTED BY CONSTRUCTION. REQUIRES AT LEAST THREE DAYS ADVANCED NOTICE.
- CONTRACTOR TO BE ONSITE DAILY UNTIL PROJECT IS COMPLETED (EXCLUDING WEEKENDS AND HOLIDAYS).
- ONE LANE MUST ALWAYS BE OPEN UNLESS FULL CLOSURE IS NECESSARY. ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED.
- TRENCHES MUST BE STRAIGHT AND NEAT.
- ALL ASPHALT CUTS TO BE SAW CUT AT A MINIMUM OF TWO FOOT BACK FROM THE DEEPEST UNDERMINE.
- NO OPEN TRENCHES TO BE LEFT OPEN OVERNIGHT UNLESS PLATED OR BARRICADED. PARKED EQUIPMENT AND STORED MATERIALS SHALL BE AS FAR FROM THE TRAVELED WAY AS FEASIBLE. ITEMS, EXCAVATIONS OR OBSTACLES WITHIN 30 FEET OF THE TRAVELED WAY SHALL BE PROPERLY MARKED AND/OR PROTECTED.
- CONTRACTOR TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY.
- STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACKFILLING AND ASPHALT.
- CONTRACTOR TO KEEP ASPHALT CUT JOINTS AND VAULT COVERS OUT OF WHEEL LANES, WHERE POSSIBLE.
- PAVEMENT MARKINGS DAMAGED OR REMOVED FOR CONSTRUCTION SHALL BE REPAINTED.
- STEEL TRACK EQUIPMENT IS NOT PERMITTED ON CITY STREETS. ANY DAMAGE CAUSED THROUGH CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR.

ENGINEERING NOTES:

- TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40°F AND RISING.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER, OWNER AND STREET DEPARTMENT OF ANY CHANGES TO THE DESIGN.
- ALL CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING, BUT NOT LIMITED TO:
 - PUBLIC NOTICING
 - DUST, MUD, SAND AND GRAVEL CONTROL ON ALL STREETS
 - TEMPORARY RESTROOMS
 - THE SITE SHALL BE KEPT CLEAN AND IN AN ORDERLY CONDITION. TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS AND MATERIAL SHALL BE STORED IN NEAT, TIDY PILES.
- CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS. NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.
- ALL STREET TRENCHING IS REQUIRED TO BE SLURRIED PER ISPPWC STANDARDS AND CITY OF KETCHUM - STANDARD DRAWING SD-305.
- IDAHO POWER SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF KETCHUM PERSONNEL A MINIMUM OF 30 DAYS PRIOR TO CONSTRUCTION WHEN PRACTICAL.
- RESTORATION OR REPAIR MUST MATCH EXISTING LINES AND GRADE AND NOT CAUSE DRAINAGE ISSUES. CONTRACTOR TO REPAIR OR REPLACE ANY DAMAGED LANDSCAPE AND IRRIGATION. ALL REPAIRS TO BE OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE A SAFETY PLAN IN THE EVENT OF FIRE OR MEDICAL EMERGENCY IN THE AREA OF CONSTRUCTION AND TO INCLUDE A SINGLE POINT OF CONTACT. ALL CREW EMERGENCIES INVOLVING A TRENCH OR VAULT RESCUE SHALL BE CLEARLY COMMUNICATED.
- VEHICLE PARKING AND MATERIAL STORAGE DURING CONSTRUCTION SHALL NOT RESTRICT OR OBSTRUCT PUBLIC STREETS OR ACCESS TO ANY BUILDING. WHEN POSSIBLE, A MINIMUM 20 FT. TRAVEL LANE FOR EMERGENCY VEHICLE ACCESS AND 15 FT. WITHIN FIRE HYDRANTS SHALL BE MAINTAINED CLEAR AND UNOBSTRUCTED, WHEN POSSIBLE.
- AS-BUILT DRAWINGS OF THE COMPLETED WORK SHALL BE PROVIDED TO THE ENGINEER, OWNER, AND CITY RECORDS.



KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION 138kV UNDERGROUND TRANSMISSION LINE BLAINE COUNTY, IDAHO

REVISION

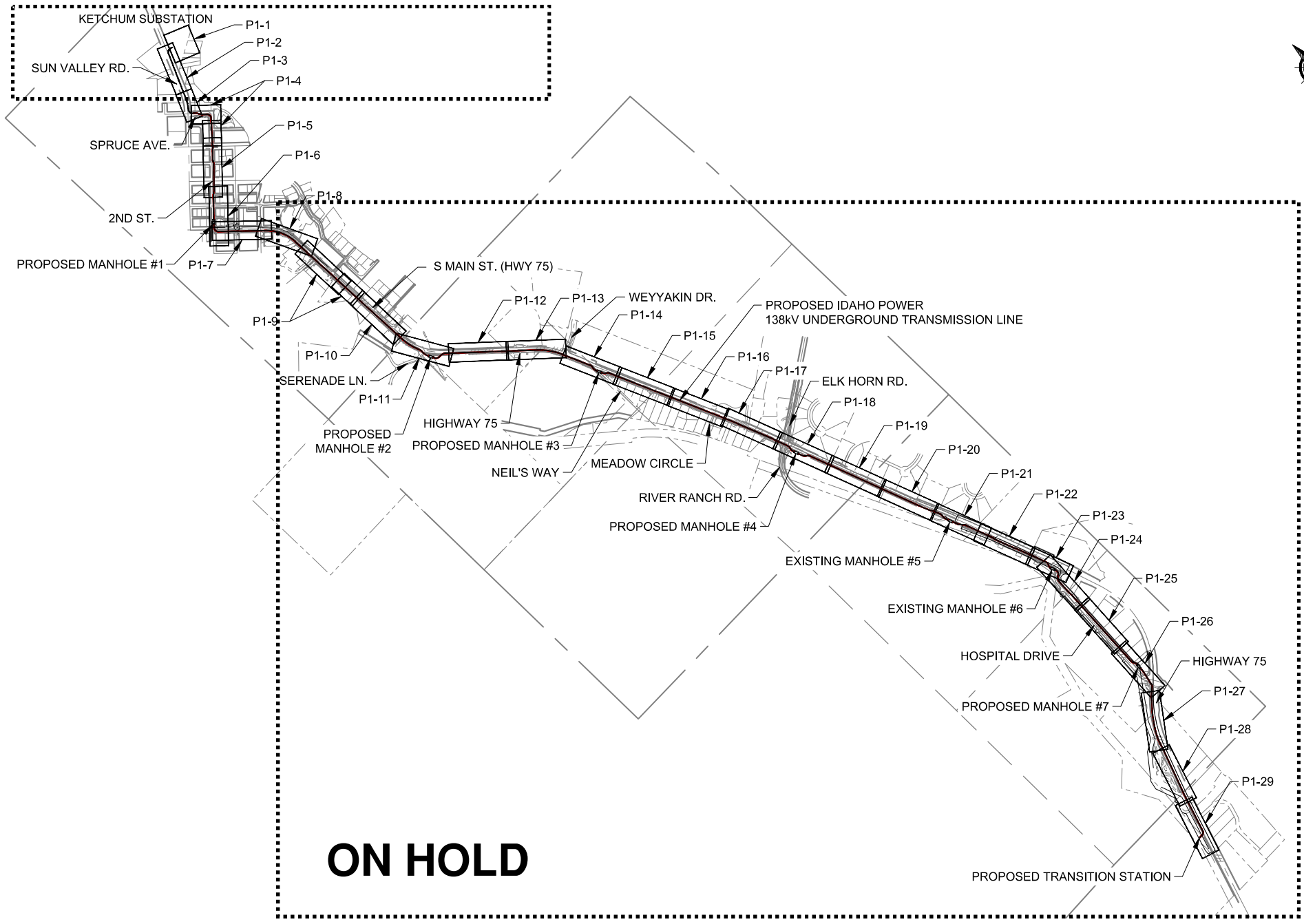
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B	10/20/2023	ISSUED FOR BID	
	ENG	PROJ. ID. W.O. #	AS/ERS
C	02/02/2024	ISSUED FOR BID	
	ENG	PROJ. ID. W.O. #	AS/MJM
D	03/15/2024	ISSUED FOR PERMIT	
	ENG	PROJ. ID. W.O. #	AS/MO

LEGEND

- BUILDING / STRUCTURE
- CONCRETE
- PAVERS
- GRAVEL ROAD/DRIVE
- BRIDGE
- CONCRETE CURB & GUTTER
- PROPERTY LINE / RIGHT-OF-WAY EASEMENT
- EDGE OF PAVEMENT
- RETAINING / LANDSCAPE WALL
- RETAINING / LANDSCAPE WALL
- RETAINING / LANDSCAPE WALL
- PEDESTRIAN GUARD RAIL
- FENCE
- CABLE TV LINE, BURIED
- COX COMMUNICATION LINE, BURIED
- FIBER OPTIC
- TELEPHONE LINE, BURIED
- TELEPHONE LINE, BURIED (PAINT MARKINGS INCOMPLETE)
- GAS LINE, BURIED
- EXISTING 138kV UNDERGROUND DUCT BANK
- PROPOSED 138kV UNDERGROUND TRANSMISSION LINE
- POWER LINE, BURIED
- POWER LINE, OVERHEAD
- SANITARY SEWER
- STORM DRAIN
- WATER LINE
- IRRIGATION LINE
- CABLE TV RISER
- TELEPHONE RISER
- TELEPHONE MANHOLE
- POWER BOX
- POWER VAULT
- ELECTRICAL CONTROL BOXES
- UTILITY POLE
- GUYWIRE
- STREET LIGHT
- TRAFFIC SIGNAL LIGHT
- GAS MARKER
- GAS VALVE
- GAS METER
- GAS SERVICE
- DRYWELL
- CATCH BASIN
- SEWER MANHOLE
- STORM MANHOLE
- FIRE HYDRANT
- WATER VALVE
- WELL
- WATER VAULT
- WATER METER
- IRRIGATION BOX / VALVE
- STONE / MASONRY FENCE COLUMN
- SIGN
- DRIPLINE OF TREES
- EDGE OF WATER
- LARGE ROCK
- DECIDUOUS TREE
- CONIFER TREE
- POTHOLE

PROPOSED ITD PROJECT UTILITIES

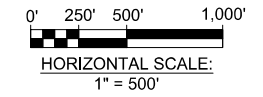
- PROPOSED UTILITY CORRIDOR
- PROPOSED UNDERGROUND FIBER OPTIC
- PROPOSED UNDERGROUND TELEPHONE
- PROPOSED UNDERGROUND TELEVISION
- PROPOSED GAS LINE
- PROPOSED POWER LINE, BURIED
- PROPOSED POWER LINE, OVERHEAD
- PROPOSED STORM DRAIN SERVICE
- PROPOSED IRRIGATION
- PROPOSED WATER
- PROPOSED CULVERT



ON HOLD

ROUTE MAP

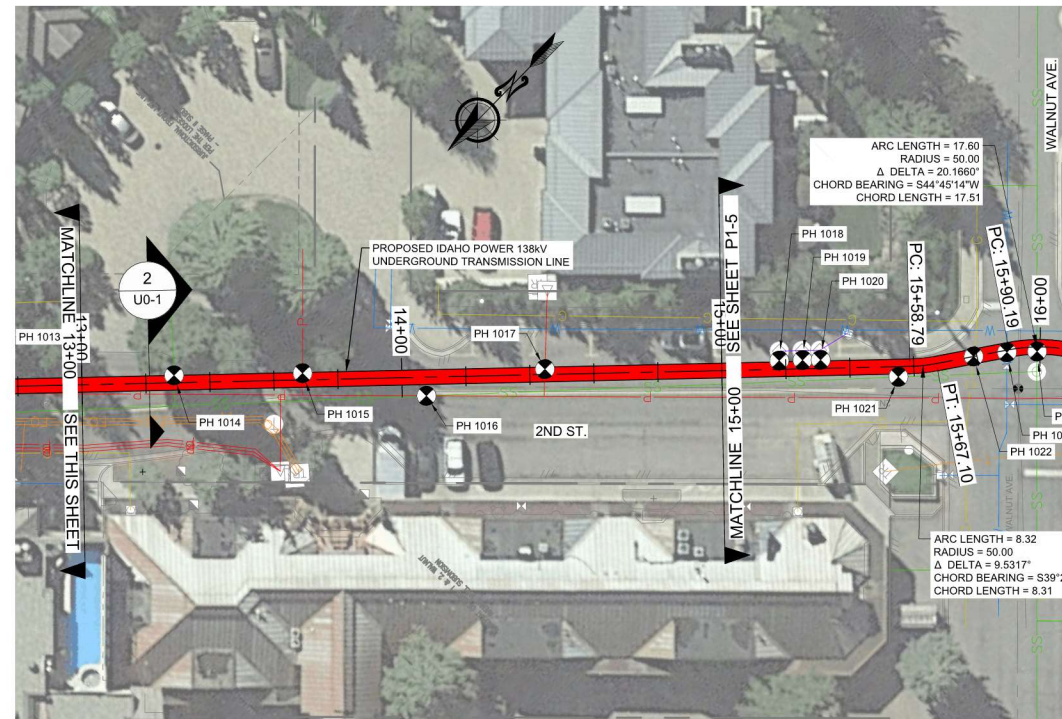
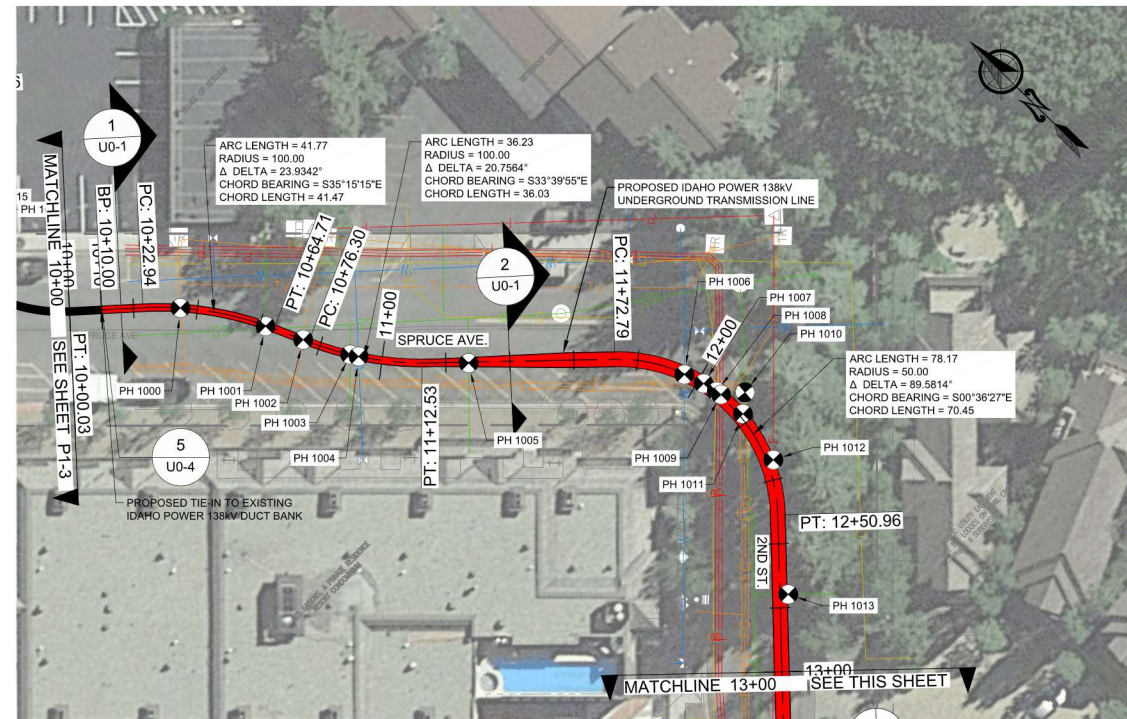
THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585



REFERENCE DRAWINGS			
KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION ROUTE MAP			
IDAHO POWER COMPANY BOISE, IDAHO			
D	SCALE: 1" = 500'	DATE: 1/17/24	
B	DS. MMLB	APPROVED	G1-1
A	DR. ERS		91
REV.	CH. AS	SHT. 1	39

VAULT NO. 21D-XXXX-XXX

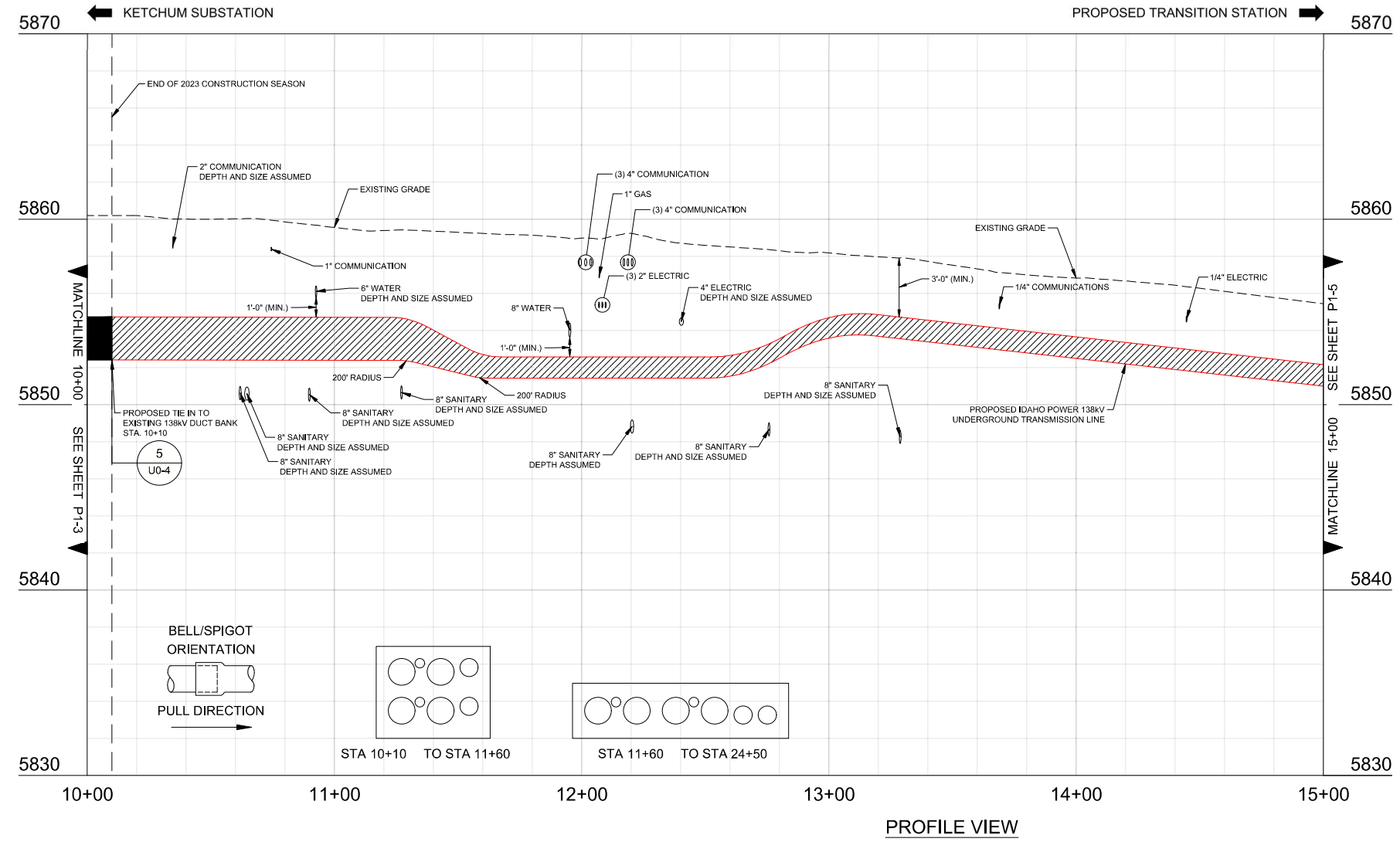
By: mmiller Date: 3/02/24 9:39 AM Path: C:\pwworking\powereng_mmler\pwworking\100819\0240108_Route Map



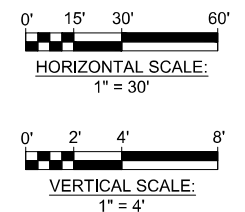
PLAN VIEW

- NOTES:**
1. THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-342-1585.
 2. VERTICAL LOCATION OF SUBSURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 3. ALL DUCT BANK SECTION VIEWS ARE LOOKING AHEAD STATIONING. STATIONING IS APPROXIMATE AND DOES NOT ACCOUNT FOR TRANSITIONS.
 4. ALL VERTICAL RADI ARE 400' UNLESS NOTED OTHERWISE.

REVISION	
A	8/30/2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	10/20/2023 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/ERS
C	02/02/2024 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/MJM
D	03/15/2024 ISSUED FOR REVIEW ENG PROJ. ID. W.O. # AS/MCO



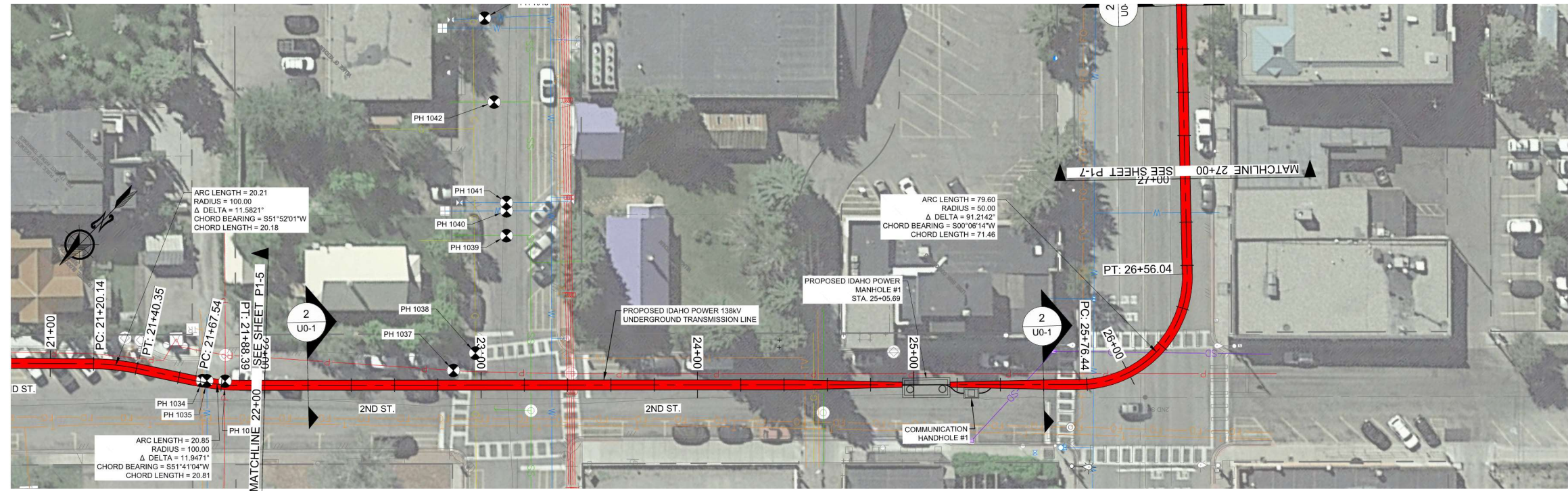
PROFILE VIEW



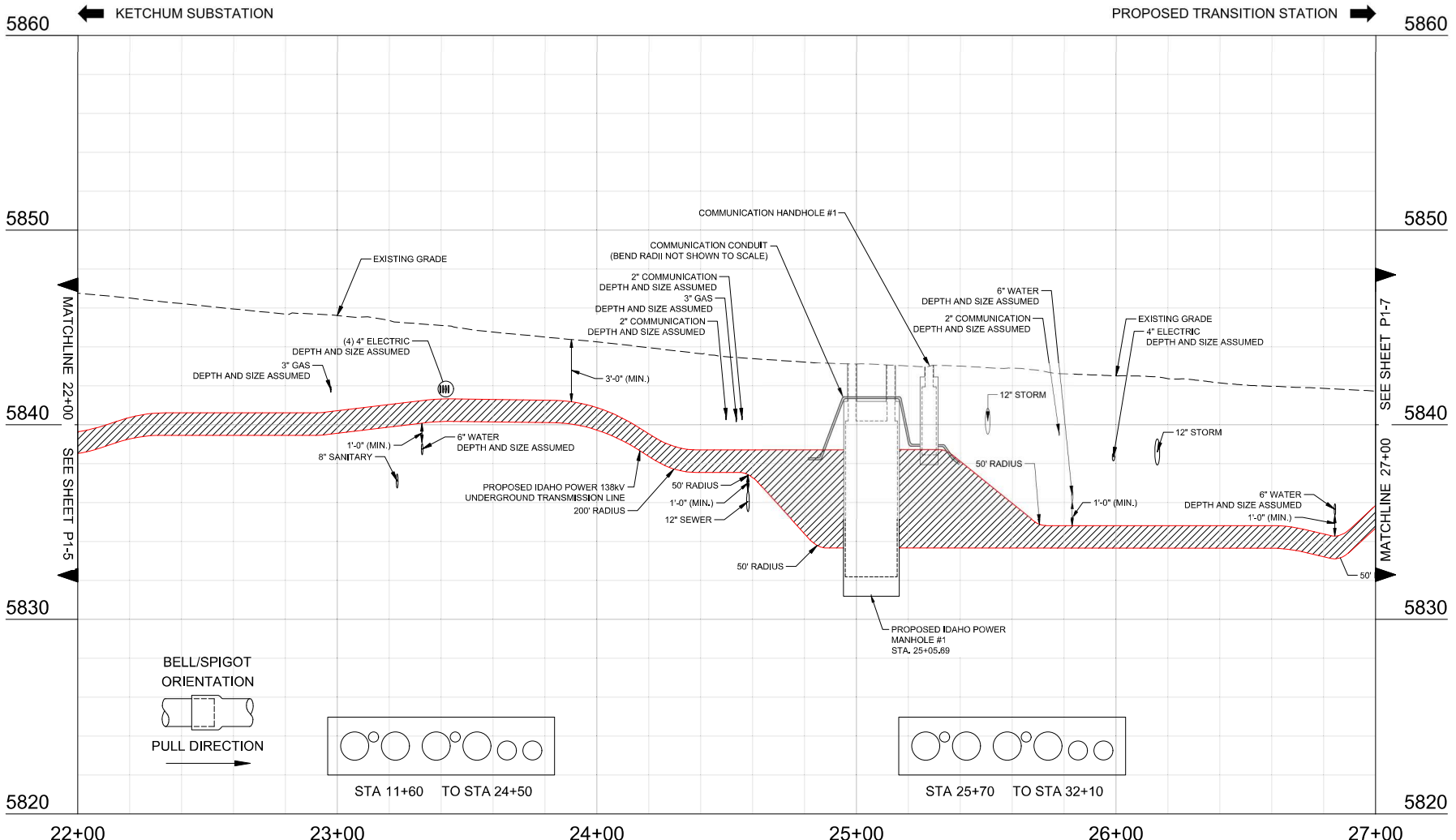
THREE BUSINESS DAYS BEFORE YOU DIG CALL
 IDAHO DIG LINE INC. 811
 TOLL FREE
 1-800-342-1585

REFERENCE DRAWINGS	
KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION PLAN & PROFILE 10+00 TO 15+00	
IDAHO POWER COMPANY BOISE, IDAHO	
SCALE: AS NOTED	DATE: 3/14/24
DR. MCO	APPROVED P1-4
CH. AS	92
SHT. 5	39

By: mmiller Date: 3/15/2024 9:17 AM Path: C:\pwworking\powereng_mml\pwworking\proj_dwg\2024\03\14\18_Plan and Profiles



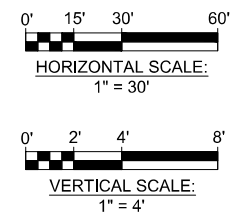
PLAN VIEW



PROFILE VIEW

- NOTES:**
1. THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-342-1585.
 2. VERTICAL LOCATION OF SUBSURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 3. ALL DUCT BANK SECTION VIEWS ARE LOOKING AHEAD STATIONING. STATIONING IS APPROXIMATE AND DOES NOT ACCOUNT FOR TRANSITIONS.
 4. ALL VERTICAL RADI ARE 400' UNLESS NOTED OTHERWISE.

REVISION	
A	8/30/2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	10/20/2023 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/ERS
C	02/02/2024 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/MJM
D	03/15/2024 ISSUED FOR REVIEW ENG PROJ. ID. W.O. # AS/MCO



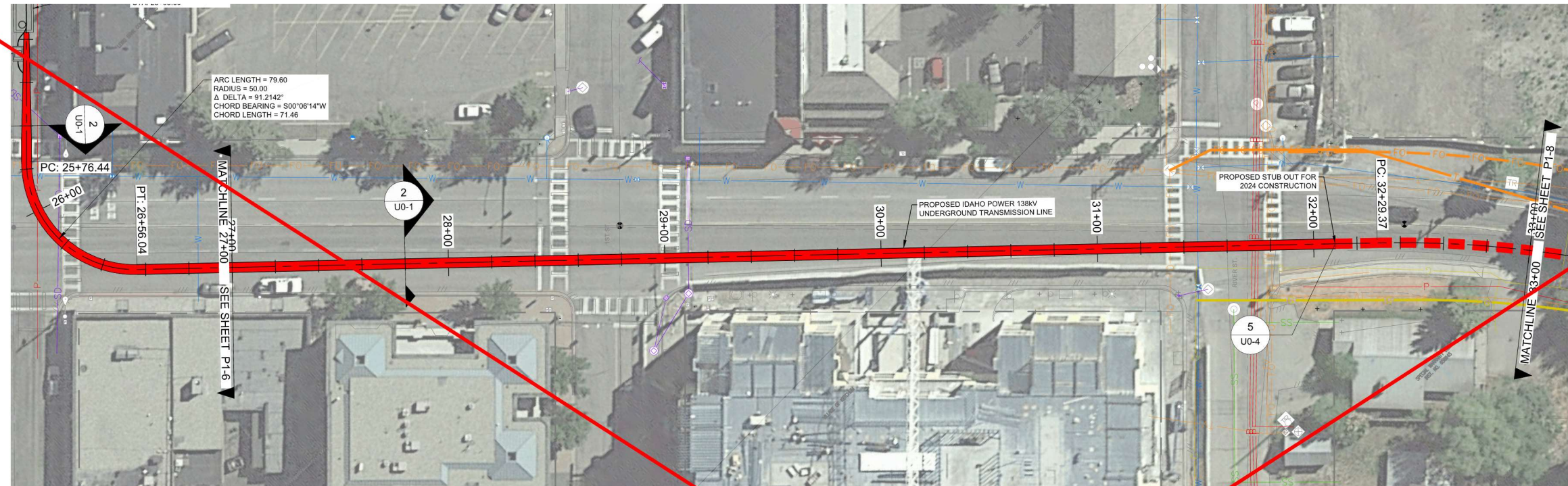
THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585

REFERENCE DRAWINGS	
KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION PLAN & PROFILE 22+00 TO 27+00	
IDAHO POWER COMPANY BOISE, IDAHO	
SCALE: AS NOTED	DATE: 3/14/24
DR. MCO	APPROVED P1-6
CH. AS	94
SHT. 7	39

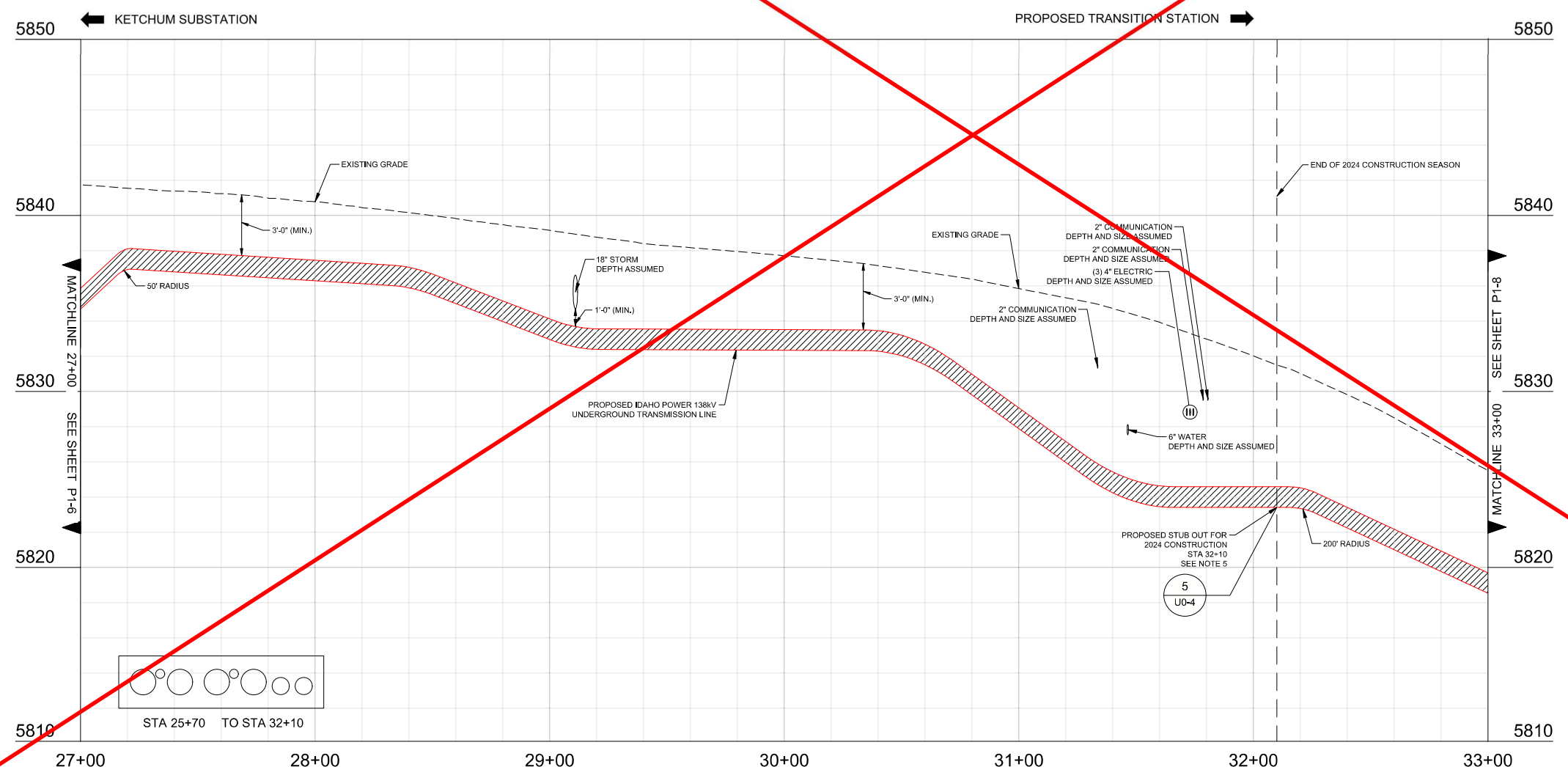
By: mmiller Date: 3/15/2024 9:16 AM Path: C:\pwworking\powereng_mml\pwworking\proj_dwg\2024\03\14\240314_Plan and Profiles

- NOTES:**
1. THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-342-1585.
 2. VERTICAL LOCATION OF SUBSURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 3. ALL DUCT BANK SECTION VIEWS ARE LOOKING AHEAD STATIONING. STATIONING IS APPROXIMATE AND DOES NOT ACCOUNT FOR TRANSITIONS.
 4. ALL VERTICAL RADI ARE 60' UNLESS NOTED OTHERWISE.
 5. CIVIL CONTRACTOR TO STUB CONDUITS OUT OF DUCT BANK BUILD-UP AND STAGGER ENDS. CONDUITS TO BE CAPED AND MARKED FOR FUTURE EXCAVATION AND CONNECTION.

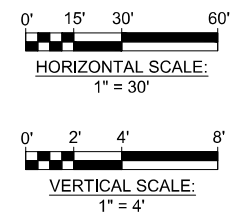
REVISION	
A	8/30/2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	10/20/2023 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/ERS
C	02/02/2024 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/MJM
D	03/15/2024 ISSUED FOR REVIEW ENG PROJ. ID. W.O. # AS/MCO



PLAN VIEW



PROFILE VIEW

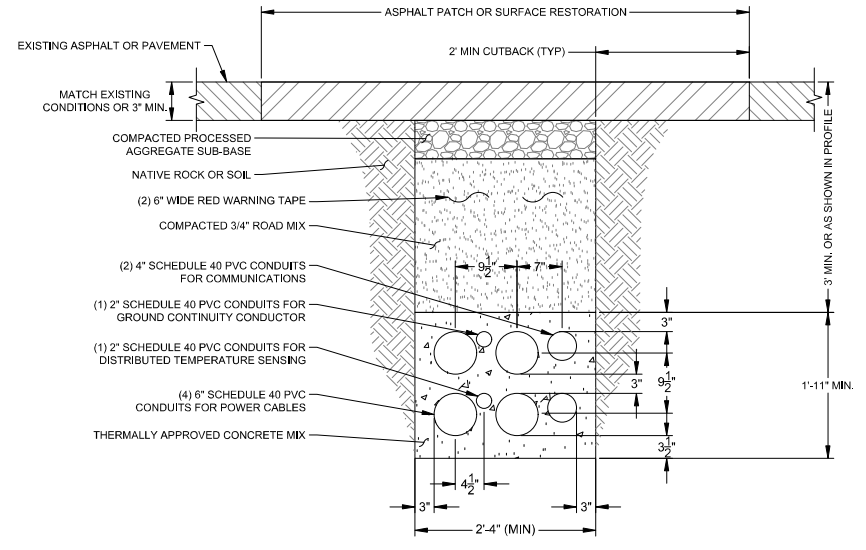


THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585

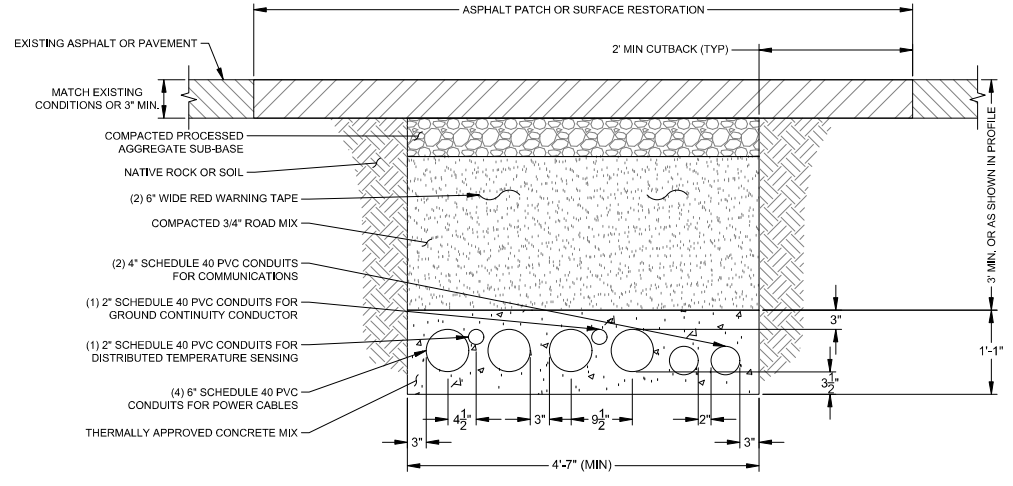
REFERENCE DRAWINGS	
KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION PLAN & PROFILE 27+00 TO 33+00	
IDAHO POWER COMPANY BOISE, IDAHO	
D	SCALE: AS NOTED
C	DATE: 3/1/24
B	DS, MMLB APPROVED P1-7 95
A	DR, MCO
REV.	CH, AS
SHT. 8 39	

By: mmiller Date: 3/15/2024 9:16 AM Path: C:\pwworking\powereng_mmliller\proj_24020010916\240108_Plan and Profiles

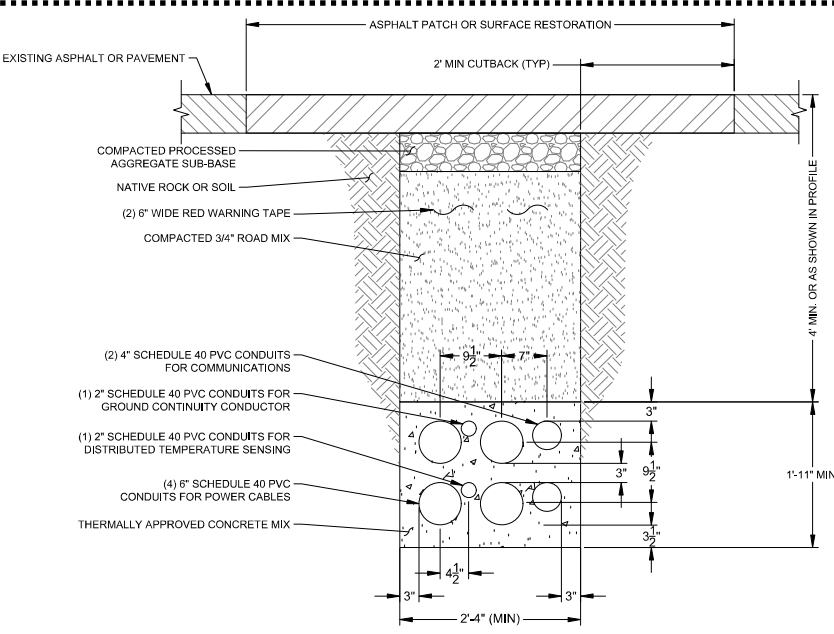
REVISION	
A	8/30/2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	10/20/2023 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/ERS
C	02/02/2024 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/MJM
D	03/15/2024 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/MO



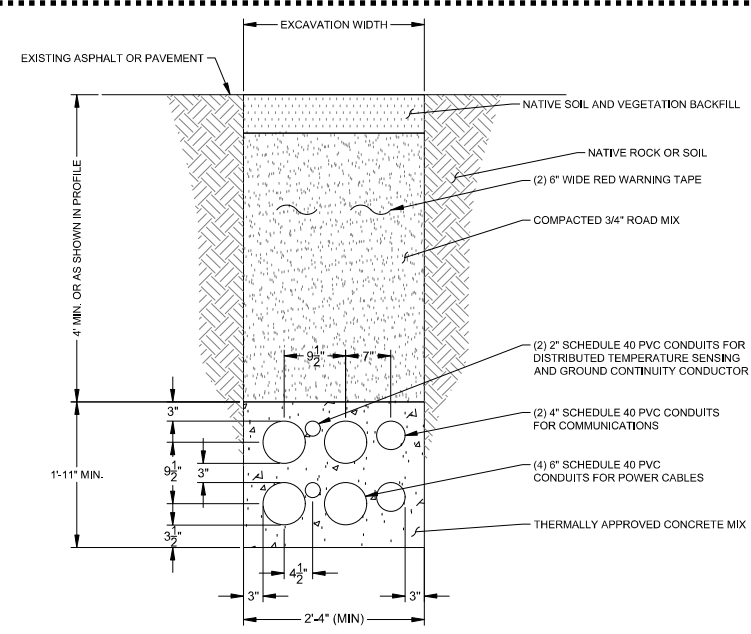
DETAIL 1 - TYPICAL 2X2 DUCT BANK IN CITY OF KETCHUM
SCALE: N.T.S.



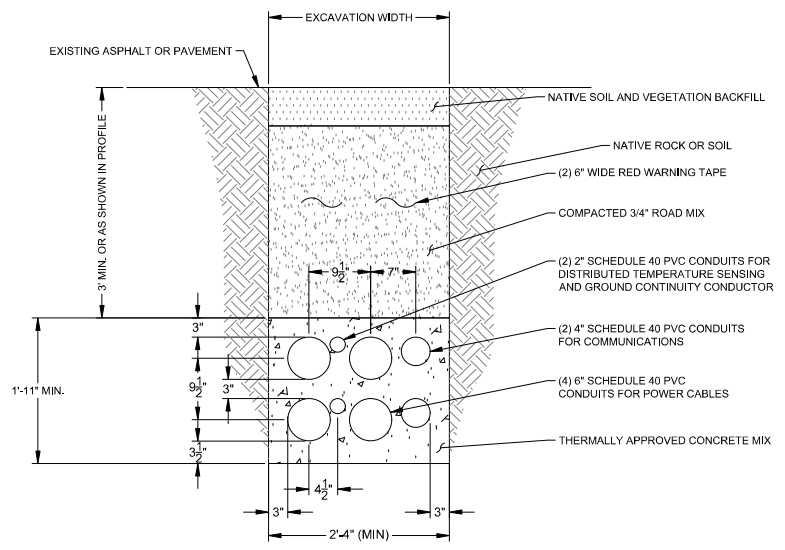
DETAIL 2 - TYPICAL 1X4 DUCT BANK IN CITY OF KETCHUM
SCALE: N.T.S.



DETAIL 3 - TYPICAL 2X2 DUCT BANK IN ITD ROW
SCALE: N.T.S.

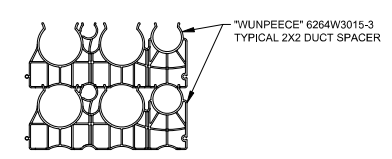


DETAIL 4 - TYPICAL 2X2 DUCT BANK IN ITD ROW
SCALE: N.T.S.

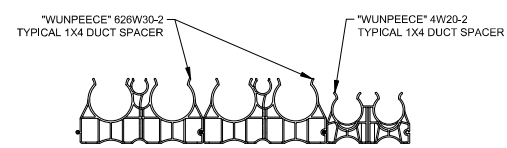


DETAIL 5 - TYPICAL 2X2 DUCT BANK
SCALE: N.T.S.

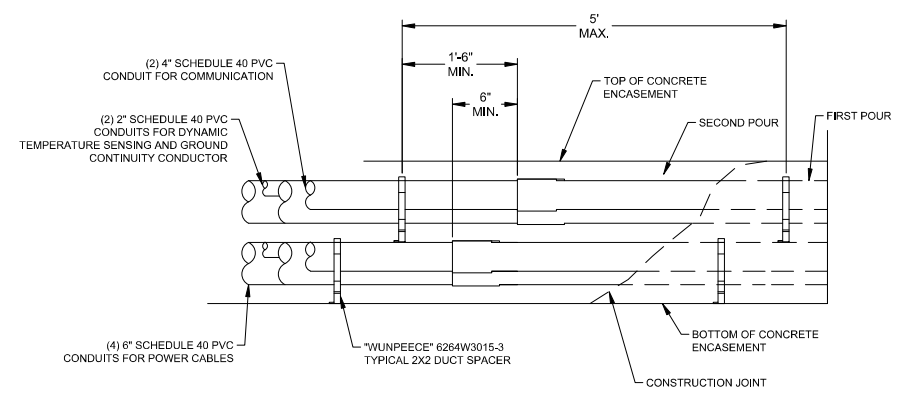
ON HOLD



DETAIL 6 - TYPICAL 2X2 DUCT SPACER ARRANGEMENT
SCALE: N.T.S.



DETAIL 7 - TYPICAL 1X4 DUCT SPACER ARRANGEMENT
SCALE: N.T.S.



DETAIL 8 - TYPICAL 2X2 DUCT BANK ELEVATION
SCALE: N.T.S.

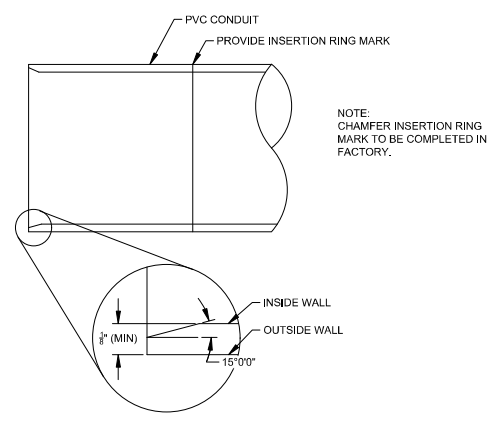
- NOTES:**
1. STAGGER BELL ENDS.
 2. AVOID STANDING ON CONDUIT.
 3. CEMENT ALL JOINTS IN ACCORDANCE WITH CONDUIT MANUFACTURER'S SPECIFICATIONS.
 4. BELL ENDS SHALL BE ORIENTED SUCH THAT THE CABLE PULL DIRECTION WILL ENTER BELL END OF ALL CONDUITS FIRST.
 5. ALL DUCT SPACERS ARE UNDERGROUND DEVICES "WUNPEECE" SPACERS OR APPROVED EQUIVALENT.
 6. ALL CONDUITS SHALL BE FULLY PROTECTED FROM PROLONGED SUNLIGHT EXPOSURE DURING STORAGE AND CONSTRUCTION.
 7. BURIAL DEPTH TO MATCH DUCT BANK CONFIGURATION DETAIL AT STATIONING SHOWN ON PLAN AND PROFILE DRAWINGS.
 8. PAVING RESTORATION WITHIN THE CITY OF KETCHUM SHALL BE CURB TO CURB.

THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585

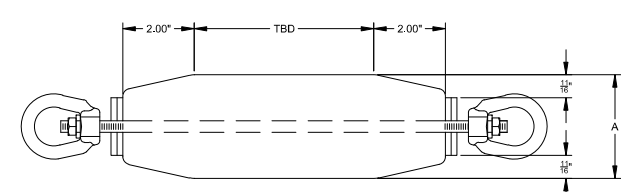
REFERENCE DRAWINGS			
D	DS, MMLB	APPROVED	U0-1
C	DR, ERS		
B	CH, AS		
A			
REV.			

KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION DUCT BANK DETAILS		VAULT NO. 21D-XXXX-XXX
IDAHO POWER COMPANY BOISE, IDAHO		
SCALE: NTS	DATE: 3/8/2	96
SHT. 31	39	

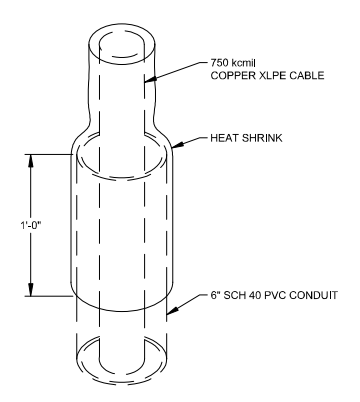
REVISION	
A	8/30/2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	10/20/2023 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/ERS
C	02/02/2024 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/MJM
D	03/15/2024 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/MO



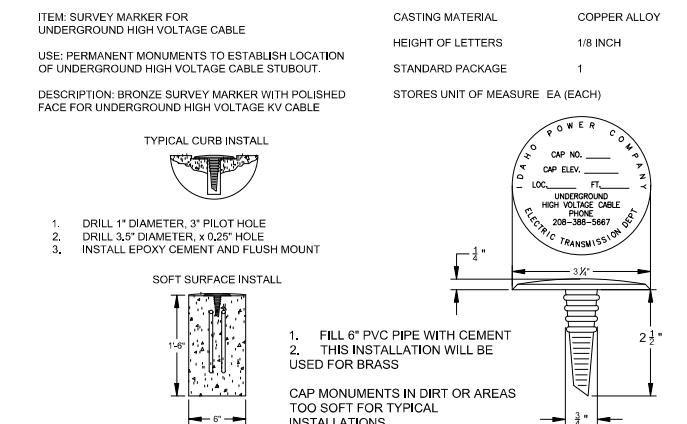
DETAIL 1 - TYPICAL CHAMFER
SCALE: N.T.S.



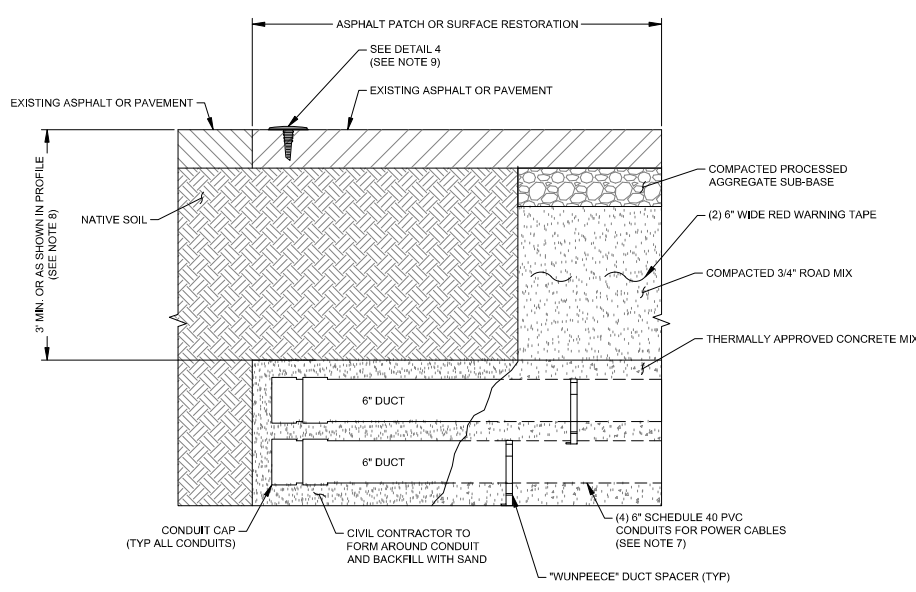
DETAIL 2 - TYPICAL MANDREL
SCALE: N.T.S.



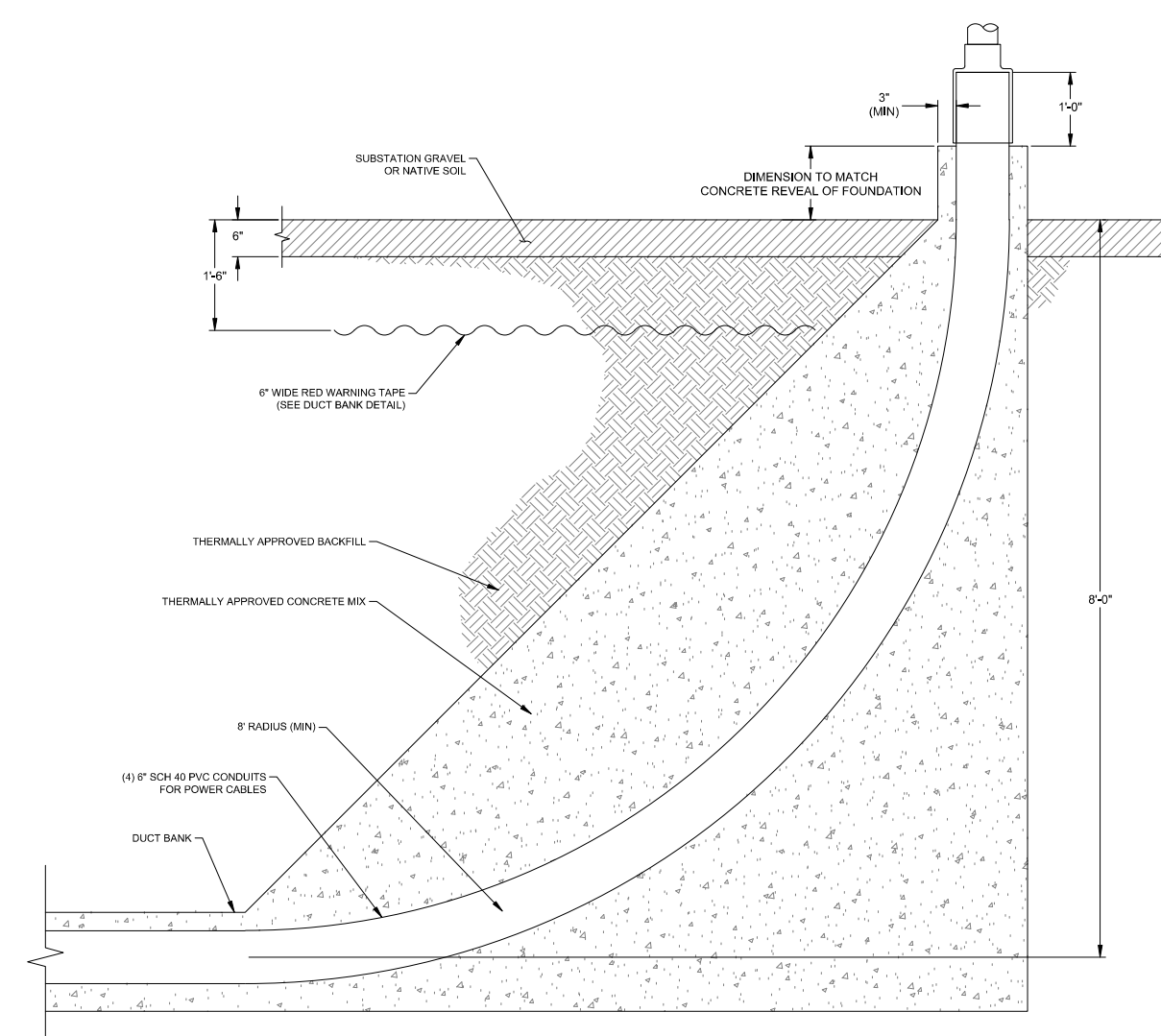
DETAIL 3 - TYPICAL HEAT SHRINK
SCALE: N.T.S.



DETAIL 4 - STUB OUT PIN DETAIL
SCALE: NTS



DETAIL 5 - TYPICAL STUB-OUT
SCALE: N.T.S.



DETAIL 6 - TYPICAL RISER SWEEP AT STRUCTURES
SCALE: NTS

- NOTES:**
1. STAGGER BELL ENDS.
 2. AVOID STANDING ON CONDUIT.
 3. CEMENT ALL JOINTS IN ACCORDANCE WITH CONDUIT MANUFACTURER'S SPECIFICATIONS.
 4. BELL ENDS SHALL BE ORIENTED SUCH THAT THE CABLE PULL DIRECTION WILL ENTER BELL END OF ALL CONDUITS FIRST.
 5. ALL DUCT SPACERS ARE UNDERGROUND DEVICES "WUNPEECE" SPACERS OR APPROVED EQUIVALENT.
 6. ALL CONDUITS SHALL BE FULLY PROTECTED FROM PROLONGED SUNLIGHT EXPOSURE DURING STORAGE AND CONSTRUCTION.
 7. 2" AND 4" CONDUITS NOT SHOWN FOR CLARITY.
 8. BURIAL DEPTH TO MATCH DUCT BANK CONFIGURATION DETAIL AT STATIONING SHOWN ON PLAN AND PROFILE DRAWINGS.
 9. CIVIL CONTRACTOR TO FURNISH AND INSTALL STUB OUT PIN.

THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585

REFERENCE DRAWINGS			
D	DS. MMLB	APPROVED	U0-4
C	SCALE: NTS	DATE: 3/11/24	97
B	DR. ERS		
A	CH. AS		
REV.		SHT. 33	39

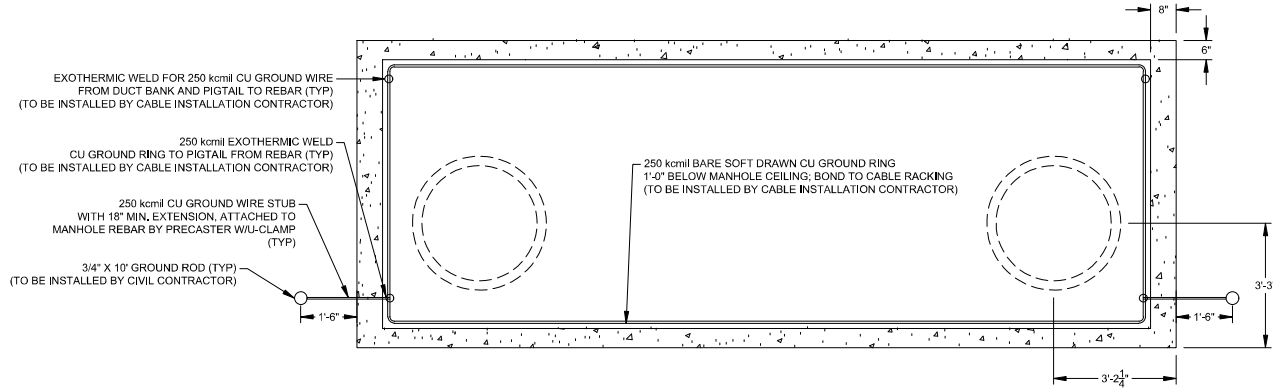
KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION MISCELLANEOUS DETAILS

IDAHO POWER COMPANY BOISE, IDAHO

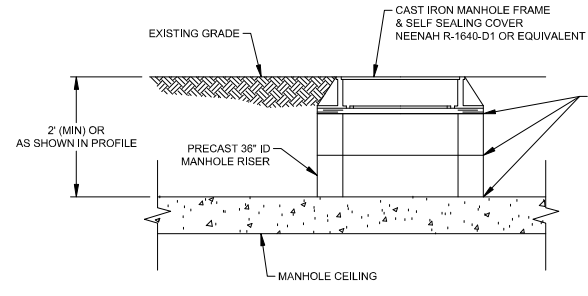
VAULT NO. 21D-XXXX-XXX

By: mmiller Date: 3/15/2024 9:32 AM Path: C:\pwworking\powereng_mml\pwworking\proj\dwg\2401036916\02401683_Duct Bank Details

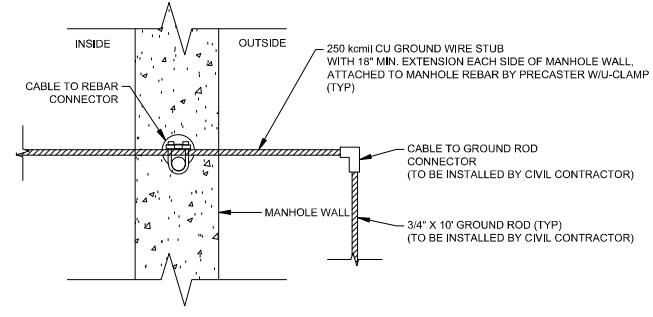
REVISION	
A	8/30/2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	10/20/2023 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/ERS
C	02/02/2024 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/MJM
D	03/15/2024 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/MO



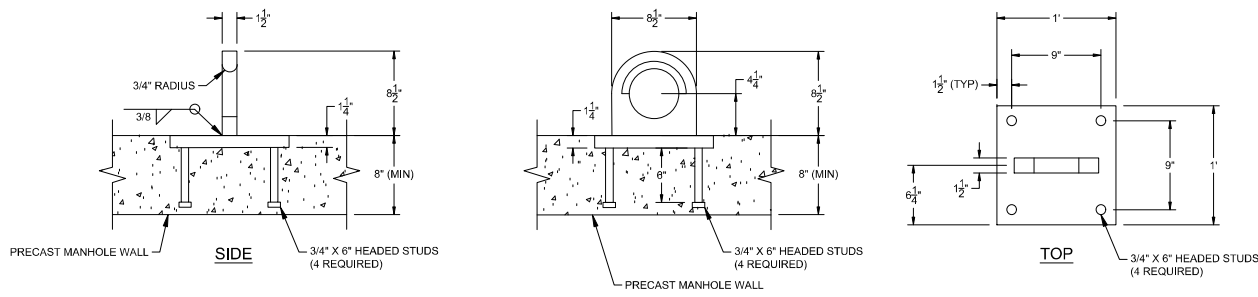
DETAIL 1 - TYPICAL MANHOLE GROUNDING
SCALE: N.T.S.



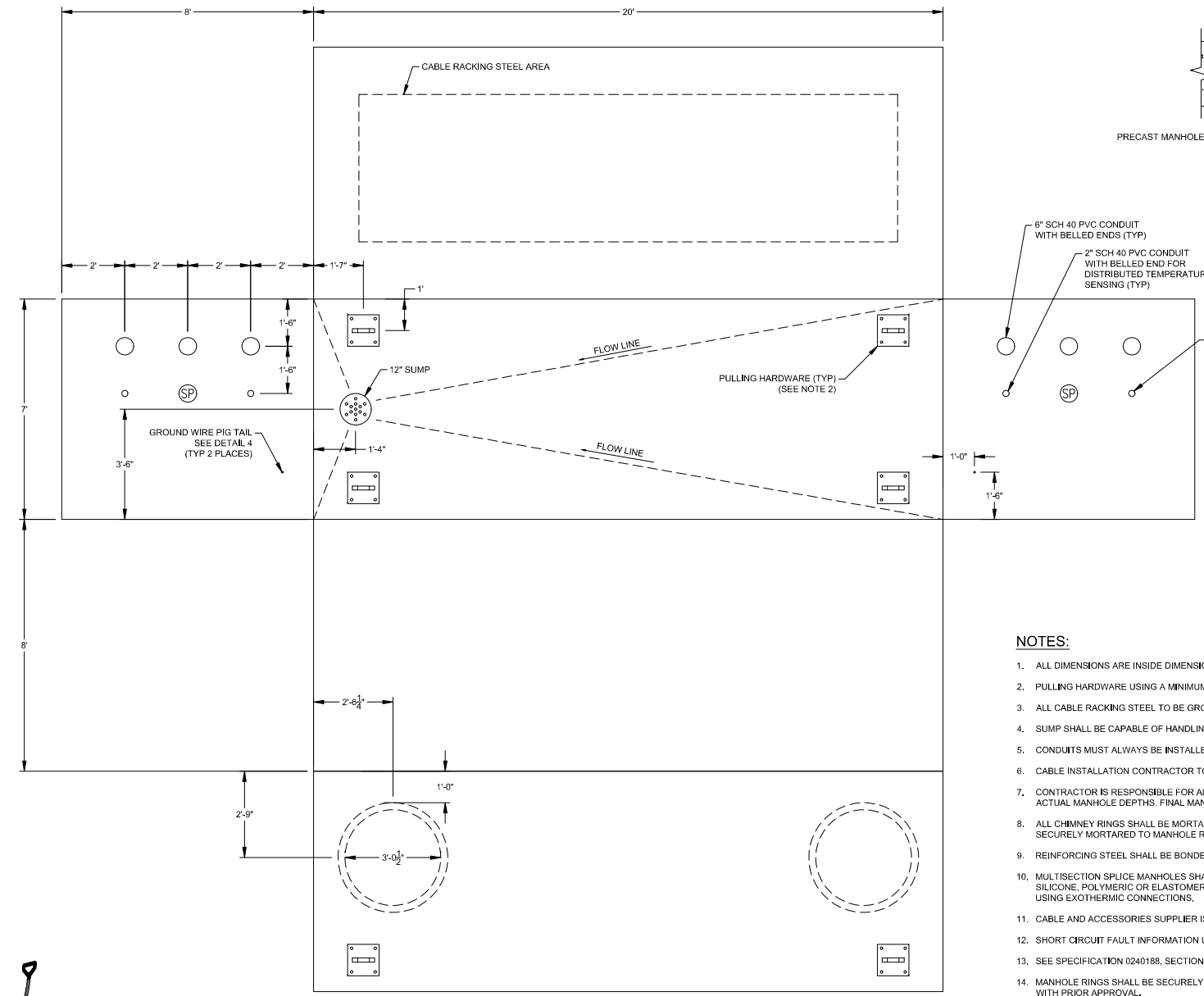
DETAIL 3 - TYPICAL RISER RING
SCALE: N.T.S.



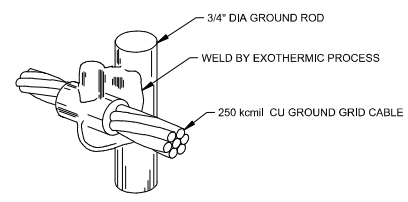
DETAIL 4 - TYPICAL GROUND WIRE
SCALE: N.T.S.



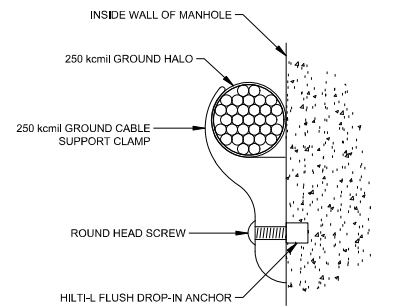
DETAIL 5 - TYPICAL PULLING ANCHOR
SCALE: N.T.S.



DETAIL 2 - TYPICAL 20' X 7' MANHOLE DEVELOPMENT PLAN
SCALE: N.T.S.



DETAIL 6 - TYPICAL GROUND ROD
SCALE: N.T.S.



DETAIL 7 - TYPICAL GROUND ANCHOR
SCALE: N.T.S.

- NOTES:**
- ALL DIMENSIONS ARE INSIDE DIMENSIONS.
 - PULLING HARDWARE USING A MINIMUM OF FOUR INDIVIDUAL ANCHORS AND WALLS SHALL BE GOOD FOR 30,000lbs TENSION, MINIMUM.
 - ALL CABLE RACKING STEEL TO BE GROUNDED BY CABLE INSTALLATION CONTRACTOR.
 - SUMP SHALL BE CAPABLE OF HANDLING SUMP PUMP, MINIMUM 4\"/>

THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585

REFERENCE DRAWINGS			
D	DS. MMLB	APPROVED	U1-1
C	DR. ERS		
B	CH. AS		
A			

**KETCHUM SUBSTATION TO
PROPOSED TRANSITION STATION
MANHOLE DETAILS**

IDAHO POWER COMPANY BOISE, IDAHO

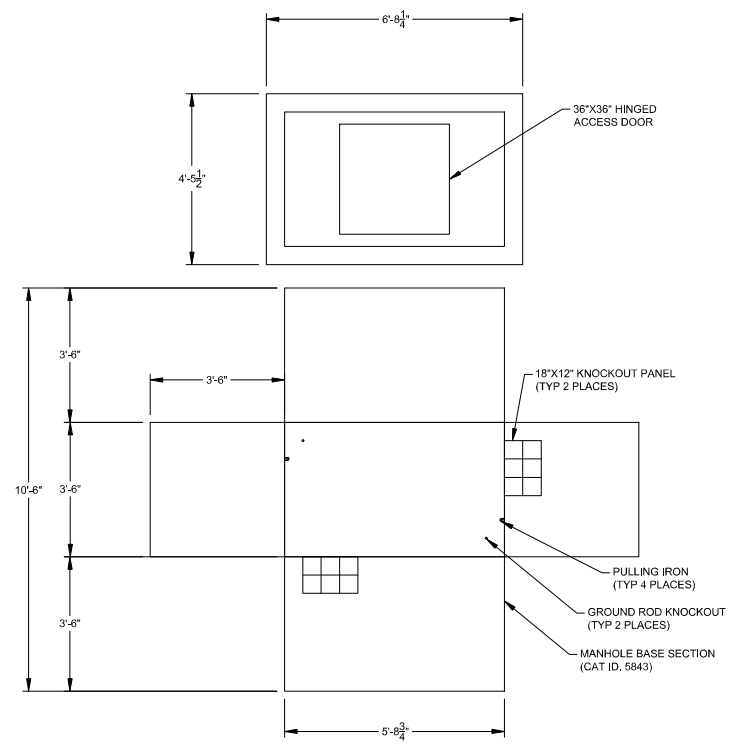
SCALE: AS NOTED DATE: 3/8/24

SHT. 36 39

VAULT NO. 21D-XXXX-XXX
98

By: mmiller Date: 3/15/2024 9:26 AM Path: C:\pwworking\powereng_mml\pwworking\proj_00100916\0240168_Manhole_Details

REVISION	
A	8/30/2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
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C	02/02/2024 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/MJM
D	03/15/2024 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/MO



DETAIL 1 - TYP 575 MANHOLE DEVELOPMENT PLAN
SCALE: N.T.S.

- NOTES:**
- ALL DIMENSIONS ARE INSIDE DIMENSIONS.
 - PULLING HARDWARE USING A MINIMUM OF FOUR INDIVIDUAL ANCHORS AND WALLS SHALL BE GOOD FOR 15,000lbs TENSION, MINIMUM.
 - ALL CABLE MOUNTING EQUIPMENT TO BE GROUNDED BY CONTRACTOR.
 - SUMP SHALL BE CAPABLE OF HANDLING SUMP PUMP, MINIMUM 4" DEEP.
 - CONDUITS MUST ALWAYS BE INSTALLED IN THE SAME DIRECTION.
 - CABLE & ACCESSORIES CONTRACTOR TO FIELD VERIFY ACTUAL MANHOLE DEPTHS.
 - CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY & ENTRY/EXIT REQUIREMENTS.
 - ALL CHIMNEY RINGS SHALL BE MORTARED OR OTHERWISE "KEYED" TO PREVENT HORIZONTAL DISPLACEMENT AND SHALL BE SECURELY MORTARED TO MANHOLE ROOF.
 - REINFORCING STEEL SHALL BE BONDED TO TBD *ksi* SOFT DRAWN BARE COPPER BONDING JUMPERS.
 - MULTISECTION SPLICE VAULTS SHALL INCORPORATE EITHER SHIPLAP OR TONGUE AND GROOVE JOINTS UTILIZING APPROPRIATE SILICONE, POLYMERIC OR ELASTOMERIC SEALANTS. REBAR FROM EACH SECTION SHALL BE BONDED TOGETHER AT INSTALLATION USING EXOTHERMIC CONNECTIONS.
 - CABLE AND ACCESSORIES CONTRACTOR IS RESPONSIBLE FOR ALL CABLE MOUNTING EQUIPMENT.
 - SHORT CIRCUIT FAULT INFORMATION UNKNOWN. GROUNDING WIRE SIZE IS TO BE DETERMINED.

PRELIMINARY
NOT FOR CONSTRUCTION

THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585

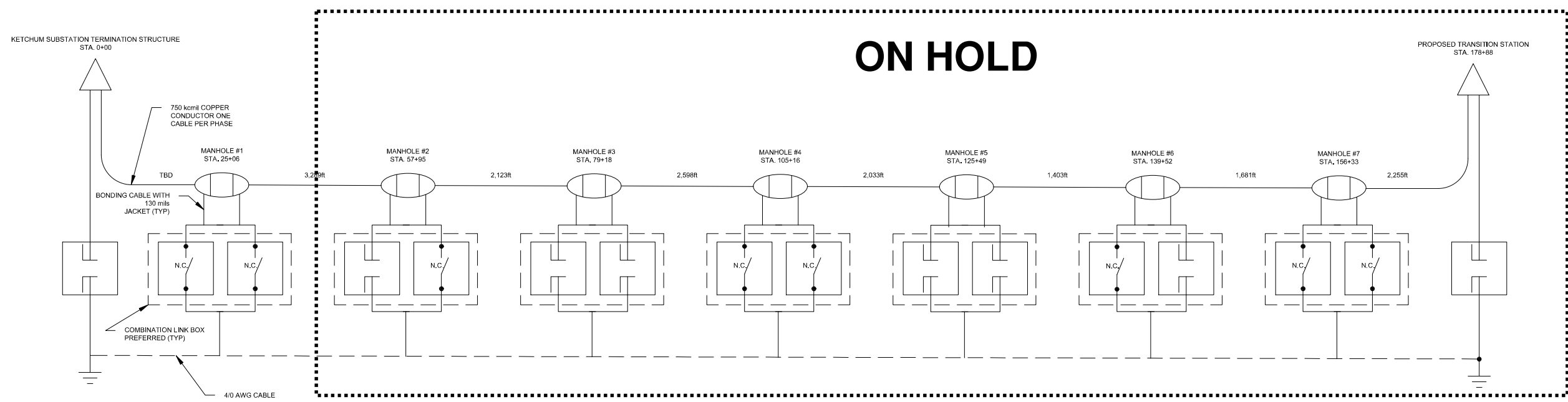
REFERENCE DRAWINGS			
KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION HANDHOLE DETAILS			
IDAHO POWER COMPANY BOISE, IDAHO			
D	SCALE: AS NOTED	DATE: 3/8/2	99
C			
B	DS, MMLB	APPROVED	U1-3
A	DR, ERS		
REV.	CH, AS		

SHT. 38 39

VAULT NO. 21D-XXXX-XXX








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REVISION	
A	8/30/2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	10/20/2023 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/ERS
C	02/02/2024 ISSUED FOR BID ENG PROJ. ID. W.O. # AS/MJM
D	03/15/2024 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/MO



HAILEY-KETCHUM LINE - SHEATH BONDING SCHEMATIC
SCALE - N.T.S.

LEGEND

-  TERMINATOR
-  SHEATH BREAK SPLICE
-  PARALLEL GROUND CONDUCTOR
-  GROUND ROD
-  SHEATH VOLTAGE LIMITER (SVL) LINK BOX
-  NORMALLY CLOSED GROUNDING LINK BOX (SWITCH LINK SHOWN FOR CLARITY)
-  CROSS BONDED LINK BOX

NOTES:

1. STATIONING AND SEGMENT LENGTHS ARE PRELIMINARY AND FOR REFERENCE ONLY.

THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585

REFERENCE DRAWINGS			
KETCHUM SUBSTATION TO PROPOSED TRANSITION STATION BONDING SCHEMATIC			
IDAHO POWER COMPANY BOISE, IDAHO			
D	SCALE: NTS	DATE: 3/8	VAULT NO. 21D-XXXX-XXX 100
C			
B	DS. MJM	APPROVED	
A	DR. MJM	U3-1	
REV.	CH. AS	SHT. 39	39

By: mmlar Date: 3/15/2024 9:36 AM Path: C:\pwworking\powereng_mmlar\pwworking\proj_dwg\2024\03\15\190240188_Bonding Diagram

EXHIBIT "B"

CONDITIONS OF APPROVAL

1. Potholing performed on Gem Street, Leadville, and First Street for utility locates have settled and require repair.
2. Idaho Power to provide As-built drawings upon completion of work.
3. Asphalt cut joints are required to be out of wheel path.
4. Roadway rehabilitation required as agreed to by Idaho Power and City.
5. Any stripping or pavement markings damaged or removed during work require restriping per city standards.
6. City services requiring relocation are at the project expense.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-
-

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

Sustainability Impact:

Financial Impact:

Attachments:

-
-
-



City of Ketchum

ATTACHMENT 1:

Application and Supporting Materials



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P24-019
Date Received:	3/12/24
By:	HLN
Fee Paid:	\$2000
Approved Date:	
By:	

Subdivision Application-Final Plat

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Papillon Condominiums			
Owner of Record: Bohica Idaho, LLC, c/o Kirsten Ritzau			
Address of Owner: PO Box 1129, Ketchum, ID 83340			
Representative of Owner: Dave Patrie, Galena-Benchmark Engineering			
Legal Description: Ketchum Townsite, Block 39, Lot 3 RPK 00000390030			
Street Address: 131 N. Washington Avenue			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1 Lot, 4 Condominium Units			
Total Land Area: 0.13 acre			
Current Zoning District: CC, Subdistrict 2			
Proposed Zoning District: CC, Subdistrict 2			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: N/A			
Easements to be dedicated on the final plat: Utility easements necessary to allow for access & maintenance of utilities serving units other than the unit they are located in. (Plat Note 11.)			
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 final plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Kirsten Ritzau
Applicant Signature

3/11/24
Date



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

Authorized Countersignature

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



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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ALTA Commitment For Title Insurance (7-01-2021)

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

4. COMPANY'S RIGHT TO AMEND

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

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ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment For Title Insurance (7-01-2021)

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LAND TITLE
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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 2224737

ALTA Commitment For Title Insurance (7-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: 1074245
Loan ID Number: 32468
Commitment Number: 2224737
Issuing Office File Number: 2224737
Property Address: 131 N Washington Ave., Ketchum, ID 83340
Revision Number:

1. **Commitment Date:** March 08, 2024 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

Bohica Idaho, LLC, an Idaho limited liability company

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

Lot 3 in Block 39, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued

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ID ALTA Commitment for Title Insurance Schedule A (07-01-2021) SOC

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2224737

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2224737

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

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

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

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ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2023, a lien in the amount of \$8,565.92, of which \$4,329.97 is PAID and \$4,235.95 is due on or before June 20, 2024. (Parcel No. RPK00000390030)
11. General taxes for the year 2024 and subsequent years, which are a lien not yet payable.
12. Water, sewer, rubbish charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Right-of-Way Agreement, including the terms and provisions thereof, by and between Ketchum Tree LLC ("Owner") and the City of Ketchum, Idaho, a municipal corporation ("Ketchum"), recorded October 16, 2008 as [Instrument No. 562278](#), records of Blaine County, Idaho.
15. Right-of-Way Agreement, including the terms and provisions thereof, by and between Ketchum Tree LLC ("Owner") and the City of Ketchum, Idaho, a municipal corporation ("Ketchum"), recorded October 16, 2008 as [Instrument No. 562279](#), records of Blaine County, Idaho.
16. Far Exceedance Agreement, including the terms and provisions thereof, by and between the City of Ketchum ("City") and Bohica Idaho LLC ("Developer"), recorded June 17, 2022 as [Instrument No. 693822](#), records of Blaine County, Idaho.
17. Right-of-Way Encroachment Agreement 22788, including the terms and provisions thereof, by and between the City of Ketchum, Idaho, a municipal corporation and Bohica Idaho, LLC, recorded January 4, 2023 as [Instrument No. 698239](#), records of Blaine County, Idaho.
18. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$5,500,000.00
Dated: 01/04/2023
Grantor: Bohica Idaho, LLC, an Idaho limited liability company
Trustee: Blaine County Title
Beneficiary: Idaho First Bank
Recorded: 01/06/2023, as Instrument No. 698277, records of Blaine County, Idaho
19. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Copies of all recorded documents outlined in this section are available upon request.

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ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Blaine County Title, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Blaine County Title, Inc. , and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Blaine County Title, Inc. , need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Blaine County Title, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Blaine County Title, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Blaine County Title, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Blaine County Title, Inc. , 360 Sun Valley Road, PO Box 3176, Ketchum, ID 83340



0005552074



STATE OF IDAHO
 Office of the secretary of state, Phil McGrane
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0005552074
 Date Filed: 1/9/2024 11:41:59 AM

Entity Name and Mailing Address:

Entity Name: Bohica Idaho, LLC
 The file number of this entity on the records of the Idaho Secretary of State is: 0004520940
 Address: PO BOX 1172
 KETCHUM, ID 83340-1141

Entity Details:

Entity Status: Active-Existing
 This entity is organized under the laws of: IDAHO
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:

The registered agent on record is:

Registered Agent: Lee Ritzau
 Registered Agent
 Physical Address
 180 FIRST STREET WEST
 SUITE 107
 KETCHUM, ID 83340
 Mailing Address
 PO BOX 1172
 KETCHUM, ID 83340-1141

Limited Liability Company Managers and Members

Name	Title	Business Address
Kirsten Ritzau	Manager	P.O. BOX 1129 KETCHUM, ID 83340

The annual report must be signed by an authorized signer of the entity.
 Job Title: Manager

Kirstin Ritzau _____ 01/09/2024
 Sign Here Date

BOB/2-4906 01/09/2024 11:42 AM RECEIVED BY OFFICE OF THE IDAHO SECRETARY OF STATE



0004520940



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$100.00

For Office Use Only

-FILED-

File #: 0004520940

Date Filed: 12/7/2021 2:40:34 PM

Certificate of Organization Limited Liability Company					
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Expedited (+\$40; filing fee \$140)				
1. Limited Liability Company Name					
Type of Limited Liability Company	Limited Liability Company				
Entity name	Bohica Idaho, LLC				
2. The complete street address of the principal office is:					
Principal Office Address	180 FIRST STREET WEST SUITE 107 KETCHUM, ID 83340				
3. The mailing address of the principal office is:					
Mailing Address	PO BOX 1172 KETCHUM, ID 83340-1141				
4. Registered Agent Name and Address					
Registered Agent	Registered Agent Jennifer Wonder Physical Address: 180 FIRST STREET WEST SUITE 107 KETCHUM, ID 83340 Mailing Address: PO BOX 1172 KETCHUM, ID 83340-1141				
<input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity.					
5. Governors					
<table border="1"> <thead> <tr> <th>Name</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td>Jennifer Wonder</td> <td>P.O. BOX 1172 KETCHUM, ID 83340</td> </tr> </tbody> </table>		Name	Address	Jennifer Wonder	P.O. BOX 1172 KETCHUM, ID 83340
Name	Address				
Jennifer Wonder	P.O. BOX 1172 KETCHUM, ID 83340				
Signature of Organizer:					
<i>Jennifer Wonder</i>	<i>12/07/2021</i>				
Sign Here	Date				

B0661-1020 12/07/2021 2:43 PM RECEIVED BY ID SECRETARY OF STATE LAWRENCE DENNEY

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**Lee P. Ritzau, Esq.
Luboviski, Wygle, Fallowfield & Williamson, P.A.
P.O. Box 1172
Ketchum, Idaho 83340**

(Space above line for Recorder's Use)

CONDOMINIUM DECLARATION FOR

PAPILLON CONDOMINIUMS

THIS DECLARATION is made effective the ___ day of _____, 2024,
by Bohica Idaho, LLC, an Idaho Limited Liability Company("Declarant").

RECITALS

Declarant is the Owner of real property located in the City of Ketchum, Blaine County, Idaho, described in Exhibit "A" attached hereto and made a part hereof by this reference ("the Real Property"). Declarant has improved or intends to improve the real property by constructing improvements thereon consisting of residential and business or commercial condominiums and related facilities. By this Declaration, Declarant intends to establish a plan of Condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

DECLARATION

Declarant declares that the real property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan of Condominium ownership as described in Idaho Code Section 55-1501, *et seq.* for the subdivision, improvement, protection, maintenance, and sale of Condominiums within the real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the real property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the real property, and shall be binding on and inure to the benefit of the successors in interest of such parties. Declarant further declares that it is the express intent that this Declaration satisfy the requirements of Idaho Code Section 55-1505.

ARTICLE 1

DEFINITIONS

1.1 Articles. The “Articles” mean the Association’s Articles of Incorporation and their amendments. A copy of the proposed Articles is attached hereto as Exhibit “C” and made a part hereof.

1.2 Association Rules. The “Association Rules” mean the rules and regulations regulating the use and enjoyment of the Common Area adopted by the Board from time to time.

1.3 Association. The “Association” means the Papillon Condominium Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

1.4 Board. The “Board” means the Board of Directors of the Association.

1.5 Building. The “Building” means any building constructed on the Real Property and in which the Units are located.

1.6 Bylaws. The “Bylaws” mean the Association’s Bylaws and their amendments. A copy of the proposed Bylaws is attached hereto as Exhibit “D” and made a part hereof.

1.7 Commercial Unit. A “Commercial Unit” means any Unit identified, which are to be used for uses as specified in the City of Ketchum Zoning Code, or for residential purposes, and no other purposes or uses.

1.8 Common Area. The “Common Area” means the entire Development, except the individual Units, as defined in this Declaration or as shown on the Condominium Plat. The percentage of ownership interest in the Common Area which is allocated to each Unit for purposes of tax assessment under Idaho Code Section 55-1514 and for purposes of liability determination as provided by Idaho Code Section 55-1515 is expressed as a percentage of the entire ownership interest in the Common Area in Exhibit “B”.

1.9 Common Expenses. “Common Expenses” mean all expenses incurred for the upkeep, maintenance, repair, replacement, management and operation of the Common Area, including any reserve for maintenance and repairs, reinstatement, rebuilding and replacement of the Common Area; all charges for taxes on or relating to the Common Area (except real property and other taxes assessed separately on the Condominiums or on the personal property or any other interest of an Owner); the cost of insurance permitted or required herein to be procured and maintained by the Association; the cost of landscaping, snow removal, janitorial and similar services for the Common Area; wages; accounting and legal fees; management fees; water and sewer service charges; trash collection; common lighting and heating; any deficit remaining for a

previous period; and any other expenses and liabilities incurred by the Association for the benefit of the Owners under or by reason of the Declaration.

1.10 Common Surplus. “Common Surplus” shall be the amount, if any, by which all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Area, shall exceed the amount of the Common Expenses for any one fiscal year of the Association.

1.11 Condominium. A “Condominium” means an estate in real property as defined in Idaho Code Section 55-1503, consisting of an undivided interest as a tenant-in-common in the Common Area, together with a fee interest in a Unit shown and described on the Condominium Plat, plus the Limited Common Area appurtenant to that Unit.

1.12 Condominium Plat. The “Condominium Plat” means the Condominium Plat for the Papillon Condominiums to be filed for record in the office of the County Recorder of Blaine County, Idaho consisting of a plat or survey map of the surface of the ground of the real property showing a survey and legal description thereof, the location of the Buildings with respect to the boundaries of the real property, Building letters identifying the Buildings, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within each Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, unit numbers identifying the Units, any Limited Common Area, together with such other information as may be included thereon in the discretion of the Declarant.

1.13 Declarant. The “Declarant” means Bohica Idaho, LLC, an Idaho Limited Liability Company, and its successors and assigns, if such successors and assigns acquire record title to any portion of the development for development purposes. Purchasers of Units in fee from Declarant shall not be considered “the Declarant.”

1.14 Development. The “Development” means the real property divided or to be divided into Condominiums or owned by the Association, including all structures and improvements on it, and any additional real property annexed to this Declaration.

1.15 Limited Common Areas. “Limited Common Areas” mean those Common Areas and facilities designated herein or on the Condominium Plat for use by Owners of particular Condominiums to the exclusion, limitation or restriction of others. The decks and patios of Residential Units are designated as Limited Common Area for the exclusive use of the Residential Unit to which they are connected.

1.16 Member. A “Member” means every person or entity who holds a membership in the Association.

1.17 Mortgage. A “Mortgage” means a mortgage or deed of trust encumbering a Condominium or other portion of the Development. A “mortgagee” shall include the beneficiary under a deed of trust. An “institutional mortgagee” is a mortgagee that is a bank or savings and

loan association or mortgage company or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property, or any insurance company or any federal or state agency. A “first mortgage” or “first mortgagee” is one having priority as to all other mortgages or holders of mortgages encumbering the same condominium or other portions of the development, and who has notified the Associates in writing of its encumbrance.

1.18 Owner. An “Owner” means each person or entity holding a record ownership interest in a Condominium including Declarant, and contract purchasers under recorded contracts. “Owner” shall not include persons or entities who hold an interest in a Condominium merely as security for the performance of an obligation.

1.19 Residential Unit. A “Residential Unit” means any of the Units located in the Building which are not designated as Commercial Units and are to be used for residential purposes only.

1.20 Unit. A “Unit” means the separate interest in a Condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof as shown and numbered on the Condominium Plat, together with all fixtures and improvements contained therein. A Unit shall not be deemed to include bearing walls, columns, floors and roofs (except for the interior surface thereof), foundations, central heating systems, tanks, pumps and other surfaces used by more than one Unit, or pipes, vents, ducts, conduits, wires, and other utility installations wherever located (except the outlets thereof when located within the Unit). The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area. In case of combination of two or more adjoining Units, those portions of the partition walls, floors or ceilings between Units which are from time to time used as door or stairway openings between such Units shall be deemed to be divided in half, parallel to such partition wall, floor or ceiling, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

ARTICLE 2

DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS OF ENJOYMENT AND EASEMENTS

2.1 Ownership of Condominium; Easements. Ownership of each Condominium within the Development shall include a Unit, Limited Common Areas, and an undivided interest in the Common Area (which undivided interest shall be specified in the deed from Declarant to each Owner and which undivided interest cannot be altered or changed as long as the prohibition against severability of component interests in a Condominium remains in effect as provided in this Declaration), a membership in the Association, and any exclusive or non-exclusive easement or easements appurtenant to such Condominium over the Common Area as described in this Declaration or the deed to the Condominium.

2.1.1 Legal Description. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Plat with the appropriate reference to the Condominium Plat and to this Declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

Condominium Unit ___ as shown on the Condominium Plat for Papillon Condominiums, recorded as Instrument No. _____, and as defined and described in the Condominium Declaration for Papillon Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.

The description of the Condominium shall also include reference to the recording of any amendments to the Condominium Plat or Declaration. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the common area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

2.2 Owners Non-Exclusive Easements of Enjoyment, Etc. Every Owner of an Condominium shall have a non-exclusive easement of use and enjoyment in, to and throughout the Common Area and for ingress, egress and support over and through the Common Area; however, such non-exclusive easements shall be subordinate to, and shall not interfere with, exclusive easements appurtenant to Units over the Common Area, if any. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Condominium, subject to the following rights and restrictions;

2.2.1 The right of the Association to adopt and to enforce the Association rules.

2.2.2 The right of the Association to borrow money to improve, repair or maintain the Common Area.

2.2.3 The right of the Association to assign, rent, license or otherwise designate and control use of unassigned parking and storage spaces within the Common Area (other than those portions subject to exclusive easements appurtenant to Units, if any).

2.2.4 The right of Declarant to enter on the Development to make repairs and remedy construction defects if such entry shall not interfere with the use of any occupied Unit unless authorized by the Unit Owner.

2.2.5 The right of the Association, or its agent, to enter any Unit to perform its obligations under this Declaration, including obligations with respect to construction, maintenance or repair for the benefit of the Common Area, of the Owners in common, or to make necessary repairs that the Unit Owner has failed to perform. The right shall be immediate in case of an emergency originating in or threatening such Unit, whether or not the Owner is present.

2.2.6 The right of any Owner, or his representatives, to enter the Unit of any other Owner to perform permissible installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, if requests for entry are made in advance and such entry is at a time convenient to the Owner whose Unit is being entered except that in case of emergency such right of entry shall be immediate.

2.3 Delegation of Use; Contract Purchasers; Tenants. Any Owner may delegate his rights of use and enjoyment in the Development, to his guests, and invitees, and to such other persons as may be permitted by the Bylaws and the Association rules. However, if an Owner of a Condominium has sold his Condominium to a contract purchaser or rented it, the Owner, his guests and invitees shall not be entitled to use and enjoy the Common Area of the Development while the Owner's Unit is occupied by such contract purchaser or tenant. Instead, the contract purchaser or tenant, while occupying such unit shall be entitled to use and enjoy the Common Area of the development and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser or tenant were an Owner during the period of his occupancy. Each Owner shall notify the secretary of the Association of the names of any contract purchasers or tenants of such Owner's Condominium. Each Owner, contract purchaser or tenant also shall notify the secretary of the Association of the names of all persons to whom such Owner, contract purchaser, or tenant has delegated any rights to use and enjoyment in the Development and the relationship that each such person bears to the Owner, contract purchaser, or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners.

2.4 Easements Granted by Association. The Association shall have the power to grant and convey to any third party easements and rights-of-way in, on, over or under the common area for the purpose of construction, erecting, operating or maintaining lines, cables, wires, conduits, or other devices of electricity, cable television, power, telephone and other

purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to a Condominium expressly consents to such easement. However, no such easement can be granted if it would interfere with the use, occupancy or enjoyment by any Owner of his Unit.

2.5 Declarant's Rights Incident to Construction. Declarant and persons it shall select shall have the right to ingress and egress over, upon and across the common area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to complete the Development.

2.6 Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, window, and doors forming the boundaries of his Unit, and all walls, ceilings, floors and doors within such boundaries.

2.7 Parking. _____ parking spaces located in the Common Area in the Building shall be designated Limited Common Area for exclusive use in connection with each of the Residential Units in such buildings. _____ parking spaces located in the Common Area in the Building shall be designated Limited Common Area for exclusive use in connection with each of the Commercial Units in such buildings. The remaining parking spaces located in the Common Area of the Development and on public rights of way shall be Common Area available for the use and enjoyment of all Owners, subject to the Association Rules. Parking spaces shall be used exclusively for the parking of motor vehicles.

ARTICLE 3

USE RESTRICTIONS

3.1 Commercial Use. The Commercial Units are restricted to commercial, restaurant, business and/or professional use and shall be used only for purposes which are consistent with and appropriate to the design of such Units and for which adequate stair, ventilation, plumbing and similar and related facilities exist, provided that no Commercial Condominium nor any portion thereof shall be used, leased or subleased for the manufacture or assembly of any product, as a pet store or any other type of retail business that could cause undue noise for the Owners, lessees, or sublessees of adjoining Units. Providing further that no Commercial Condominium nor any portion thereof shall be used, leased, or subleased by or for any purpose which shall increase the rate of fire insurance or which will make it impossible to obtain fire or other insurance required to protect the Buildings, or which will cause or be likely to cause structural damage to the Buildings or any part thereof, which will constitute a private or public nuisance, or which may violate any restriction which may be of record and applicable to the Real Property. Nor shall any Owner, lessee, or sublessee place a load upon any floor of any Commercial Unit exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.

3.2 Residential Use. The Residential Units are restricted to residential use, which use shall include short or long-term rental of such Unit and shall also include a “home office” trade or business which creates no greater burden on the other Units as would be created by reasonable residential use, including, but not limited to any unreasonable burden on parking, foot traffic, noise, odors, trash, heating, air conditioning or Common Area maintenance. Any rental agreement shall be in writing and shall provide that the tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws and the Association Rules and further provide that the failure to comply with the provisions of these documents shall be a default under the rental agreement. No Residential Condominium nor any portion thereof shall be used for any purpose which shall increase the rate of fire insurance or which will make it impossible to obtain fire or other insurance required to protect the Buildings, or which will cause or be likely to cause structural damage to the Buildings or any part thereof, which will constitute a private or public nuisance, or which may violate any restriction which may be of record and applicable to the Real Property. Notwithstanding the foregoing restriction, the Declarant shall have the right to use any portion of the Development, including any Unit owned by Declarant, for a model condominium site and display and sales office during period of construction of the Development and the period during which Declarant is selling Units.

3.2.1 The Declarant hereby declares and imposes as an equitable servitude and as a restrictive covenant running with the land and running with each Condominium, binding upon the Declarant and all persons claiming by, through or under it, that no Condominium shall be used, leased or subleased for any use specifically prohibited in Section 3.1 above. The Declarant, its successors and assigns, or any Owner may enforce this use covenant by an appropriate action, but failure to enforce this use covenant shall not be construed as a waiver thereof. This use covenant shall continue in force until a termination of the Association as described in this Declaration.

3.2.2 The Declarant hereby declares and affirms that this use covenant is imposed as a limitation and burden upon each Condominium and Unit and upon the Declarant, its successors and assigns, and upon all future Owners of Condominiums.

3.3 Maintenance. Each Owner of a Condominium shall be responsible for maintaining his Unit, including the equipment and fixtures in the Unit and its interior walls, ceilings, windows and doors in a clean, sanitary, workable and attractive condition. However, each Owner has complete discretion as to the choice of furniture, furnishings and interior decorating; but windows can be covered only by drapes or shades and cannot be painted or covered by foil, cardboard, or other similar materials. Each Owner also shall be responsible for repair, replacement and cleaning of the windows and glass of his Unit both exterior and interior. Unless otherwise provided in this Declaration, each Owner shall clean and maintain any exclusive easement appurtenant to his Condominium.

3.4 Offensive Conduct; Nuisances. No noxious or offensive activities shall be conducted within the Development. Nothing shall be done on or within the Development that

may be or may become a nuisance or interference to the businesses of the Development, or that in any way interferes with the quiet enjoyment of occupants of Units.

3.5 Parking Restrictions. Unless otherwise permitted by the Board, no automobile shall be parked or left within the Development other than within an assigned parking stall or space. No boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the Development other than in a parking area designated by the Board for the parking and storage of such vehicles. However, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules.

3.6 Signs. No Owner, tenant or occupant of a Condominium shall place or suffer to be placed or maintained any advertising matter within the unit which shall be visible from the exterior thereof, or any sign, awning, canopy, decoration, lettering or advertising matter or other thing of any kind on any exterior door, wall, or window of the common area which does not satisfy all applicable restrictions, regulations and requirements of the City of Ketchum, whether now in effect or later enacted.

3.7 Antennae, External Fixtures, Etc. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or approved by the Board and any replacements, shall be constructed, erected or maintained on or within the common area or any structures on it. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by Declarant or approved by the Board, and their replacements, shall be constructed, erected or maintained on or within the common area, including any structures on it. Nothing contained herein shall be construed to prohibit the placement of antennae, including satellite "dishes," upon the roof of the Building if approved by the City of Ketchum. Also, fans, vents and hoods for heating, ventilation, and air conditioning may be placed on the roof of the Building if all applicable regulations and requirements of the City of Ketchum are satisfied.

3.8 Animals. No reptiles, rodents, livestock or poultry shall be kept in any Unit or elsewhere within the Development. A reasonable number of domestic dogs and cats, fish and birds ("pets") may be kept in Residential Units by Owners, but not by tenants of Owners, provided that such pets do not create or constitute a nuisance.

3.9 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Development other than in the receptacle customarily used for it, which shall be located only in places specifically designated for such purposes except on the scheduled day for trash pickup.

3.10 Structural Alterations. No structural alterations to the interior of or common area surrounding any unit shall be made and no plumbing or electrical work within any bearing or common walls shall be performed by any Owner without the prior written consent of the Board.

3.11 Exterior Alterations. No Owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated within the Development without the prior written consent of the Board.

3.12 Compliance with Laws, Etc. Nothing shall be done or kept in any Unit or in the common areas that might increase the rate of, or cause the cancellation of, insurance for the Development, or any portion of the Development, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body. No Owner shall allow furniture, furnishings or other personalty belonging to such Owner to remain within any portion of the common area except portions subject to exclusive easements over common area appurtenant to such Owner's Condominium and except as may otherwise be permitted by the Board.

3.13 Indemnification. Each Owner shall be liable to the remaining Owners for any damage to the common area that may be sustained by reason of the negligence of that Owner, his contract purchasers, tenants, guests or invitees, but only to the extent that any such damage is not covered by insurance. Each Owner, by acceptance of his deed, agrees for himself and his contract purchasers, tenants, guests or invitees, to indemnify each and every other Owner, and to hold him harmless from, and to defend him against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner and within any exclusive easements over the common area appurtenant to the Owner's Condominium, unless the injury of damage occurred by reason of the negligence of any other Owner or person temporarily visiting in said Unit or portion of the common area subject to an exclusive easement appurtenant to the Condominium or is fully covered by insurance.

3.14 Owner's Obligation for Taxes. To the extent allowed by law, all Condominiums, including their pro rata undivided interest in the common area and the membership of an Owner in the Association, shall be separately assessed and taxed so that all taxes, assessments and charges which may become liens prior to first mortgages under local law shall relate only to the individual Condominiums and not to the Development as a whole. Each Owner shall be obligated to pay any taxes or assessments assessed by the Blaine County Assessor against his Condominium and against his personal property.

3.15 Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition and good state of repair, and shall keep the limited common area designated for use in connection with his Unit in a clean, sanitary and attractive condition and good state of repair.

3.16 Mechanic's and Materialman's Liens. No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property or any other Owner,

unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Development, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

3.17 Enforcement. The failure of any Owner to comply with any provision of this Declaration or the Articles or Bylaws shall give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or for injunctive relief, or both.

ARTICLE 4

THE ASSOCIATION

4.1 Formation. The Association is a nonprofit corporation which shall be formed under the laws of Idaho. Upon recordation of this Declaration, the Association shall be charged with the duties and invested with the powers set forth in the Articles, the Bylaws, and this Declaration, including, but not limited to, control and maintenance of the common area and ownership of any facilities on the common area.

4.2 Association Action; Board of Directors and Officers; Members' Approval. Except as to matters requiring the approval of members as set forth in this Declaration, the Articles, or the Bylaws, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint. Such election or appointment shall be in accordance with this Declaration or the Bylaws, and their amendments. Except as otherwise provided in this Declaration, the Articles or the Bylaws, all matters requiring the approval of members shall be deemed approved if members holding a majority of the total voting rights assent to them by written consent as provided in the Bylaws or if approved by a majority vote of a quorum of members at any regular or special meeting held in accordance with the Bylaws.

4.3 Powers and Duties of Association.

4.3.1 Powers. The Association shall act as the management body for the Development and shall have all the powers of a non-profit corporation organized under the General Nonprofit Corporation Law of Idaho subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration, the Articles, and Bylaws, and to do and perform any act that may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the following:

4.3.1.1 Assessments. The Association shall have the power to establish, fix and levy assessments against the Owners and to enforce payment of such assessments, in accordance with the provisions of this Declaration. However, the approval of members shall be required as to the amounts of all regular and special assessments except as otherwise provided in this Declaration.

4.3.1.2 Right of Enforcement. The Association in its own name and on its own behalf, or on behalf of any Owner who consents, can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this Declaration or of the Articles or Bylaws, or of the Association rules or any resolutions of the Board, and to enforce by mandatory injunction, or otherwise, all of these provisions. In addition, the Association can suspend the voting rights, can suspend use privileges of the common area, or can assess monetary penalties against any Owner or other person entitled to exercise such rights or privileges for any violation of this Declaration or the Articles, Bylaws, Association rules, or Board resolutions.

4.3.1.3 Delegation of Powers; Professional Management. The Association acting by and through the Board can delegate its powers, duties, and responsibilities to committees or employees, including a professional managing agent ("Manager"). Any agreement for professional management of the Development shall be terminable by either party with or without cause and without payment of a termination fee on thirty (30) days' written notice. The term of any such agreement shall not exceed one (1) year, although such agreement may be renewed from year to year by the Board.

4.3.1.4 Association Rules. The Board shall have the power to adopt, amend and repeal the Association rules as it deems reasonable. The Association rules shall govern the use of the common area by all Owners or their guests, invitees or by any contract purchaser, or tenant, or their respective guests or invitees. However, the Association rules shall not be inconsistent with or materially alter any provisions of this Declaration, the Articles or the Bylaws. A copy of the Association rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Development. In case of any conflict between any of the Association rules and any other

provisions of this Declaration, the Articles, or Bylaws, the conflicting Association rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or Bylaws.

4.3.2 Duties of the Association. In addition to the powers delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 4.3.1.3, has the obligation to conduct business affairs of common interest to all Owners and to perform each of the following duties:

4.3.2.1 Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the common area, and all its facilities, improvements, and landscaping including any private driveways, and any other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. The Association shall remove all snow from the property and haul it off-site in order to maintain clear access drives, parking areas and pedestrian parkways. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association or the common area, including contracts with Declarant. The term of any such service contract shall not exceed one (1) year and shall be terminable by either party with or without cause and without payment of a termination fee upon thirty (30) days' written notice.

4.3.2.2 Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the common area and personal property owned by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

4.3.2.3 Water and Other Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the common area and for Condominiums when the Condominiums are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year or, if the supplier is a regulated public utility, the shortest term not to exceed one (1) year for which the supplier will contract at the applicable regulated rate.

4.3.2.4 Insurance. To obtain, from reputable insurance companies, and maintain the insurance described in Article 8.

4.3.2.5 Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, that may be reasonable necessary to enforce any of the provisions of this Declaration, the Articles and Bylaws, and the Association's rules and Board Regulations.

4.3.3 Limitations on Authority of Board. Except with the vote or written assent of members of the Association holding fifty-one percent (51%) of the voting rights of the members, the Board shall not take any of the following actions:

4.3.3.1 Incur aggregate expenditures for capital improvements to the common area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.2 Sell in any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.3 Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.4 Personal Liability. No member of the Board, or of any committees of the Association, or any officer of the Association, or any manager, or Declarant, or any agent of Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

4.5 Financial Statements of the Association. The Board shall prepare, or cause to be prepared, annual financial statements, including a balance sheet and operating statement of the Association, and copies of those statements shall be available to each member of the Association.

4.6 Inspection of Association Books and Records. Any membership register, books of account and minutes of meetings of the members, the Board and committees of the Board of the Association, shall be made available for inspection and copying by any member of the Association, or his duly-appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the Development as the Board prescribes.

ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS

5.1 Membership.

5.1.1 Qualifications. Each Owner of a Condominium, including Declarant, shall be a member of the Association. Ownership of a Condominium or interest in it shall be the sole qualification for membership in the Association. Each Owner shall remain a member of the Association until his ownership or ownership interest in all Condominiums in the Development ceases at which time his membership in the Association shall automatically cease. Persons or entities who hold an interest in a Condominium merely as a security for performance of an obligation are not to be regarded as members.

5.1.2 Members Rights and Duties. Each member shall have the rights, duties and obligations set forth in this Declaration, the Articles, the Bylaws and the Association's rules, as the same may from time to time be amended.

5.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns an interest in, one or more Condominiums shall be appurtenant to each such Condominium, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such Condominium or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Condominium or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new Owner.

5.2 Voting.

5.2.1 Number of Votes. The members of the Association will have a total of 100 votes. On all matters coming before the membership of the Association, each Owner shall be entitled to vote the same percentage of all votes which such Owner's ownership interest in the Common Area bears to all Common Area. For example, if an Owner's interest in the Common Area is 12.5% according to Exhibit B, attached hereto, then such owner would be entitled to cast 12 ½ votes on all matters being voted upon by the membership of the Association.

5.2.2 Joint Owner Votes. The voting rights for each Condominium may not be cast on a fractional basis. If the joint Owners of a Condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular Condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Condominium. If more than one (1) person or entity exercises the voting rights for a particular Condominium, their votes shall not be counted and shall be deemed void.

6.4.1.2 Unless the Association or its assessment income shall be exempt from federal or state income taxes, to the extent possible, all reserves shall be accounted for and handled as contributions to the capital of the Association or in such other manner authorized by law or regulations of the Internal Revenue Service as will prevent such funds from being taxed as income of the Association.

6.4.2 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements to the common area, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the Board, it shall become a special assessment. The Board may, in its discretion, pro rate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Condominium. Unless exempt from federal or state income taxation, all proceeds from any special assessment shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service to avoid, if possible, its taxation as income of the Association.

6.4.3 Limitation Respecting Special Assessments. Any special assessment in excess of five percent (5%) of the budgeted gross expense of the Association for the fiscal year in which a special assessment is levied shall require approval by vote or written consent of fifty-one percent (51%) of the members, except in case of a special assessment against an Owner as a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the member or his Condominium into compliance with the provisions of this Declaration.

6.5 Rate of Assessment. Except as otherwise specifically provided in this Declaration, including Sections 4.3.1.2, 6.4.3 and 9.6, regular and special assessments shall be apportioned among all Condominiums in proportion to the interest in the common area appurtenant to such Condominium.

6.6 Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments unless the Board adopts some other basis for collection. However, the initial regular assessment period shall commence on the first day of the calendar month following the date on which the sale of the first Condominium to a purchaser is closed and recorded (the "initiation date") and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first regular assessment and all special assessments shall be adjusted according to the number of

months remaining in the fiscal year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection.

6.7 Notice and Assessment Installment Due Dates. A single ten (10) day prior written notice of each annual regular assessment and each special assessment shall be given to any Owner of every Condominium subject to assessment in which the due dates for the payments of installments normally shall be established by the Board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date.

6.8 Estoppel Certificate. The Board or Manager, on not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default as to his Condominium under the provisions of this Declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such Condominium. Any such certificate may be relied on by any prospective purchaser or mortgagee of the Condominium, but reliance on such certificate may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

ARTICLE 7

COLLECTION OF ASSESSMENTS; LIENS

7.1 Right to Enforce. The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, including any Manager, can enforce the obligations of the Owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 7.2 to enforce the lien rights created. Suit to recover a money judgment for unpaid assessments together with all other amounts described in Section 6.2 shall be maintainable without foreclosing or waiving the lien rights.

7.2 Creation of Lien. If there is a delinquency in the payment of any assessment, or installment of an assessment on a Condominium, any amounts that are delinquent and all costs that are incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys fees, shall be a lien against such Condominium upon the recordation in the office of the Blaine County Recorder of a notice of assessment as provided in Idaho Code §55-1518. The notice of assessment shall not be recorded unless and until the Board or its authorized representative has delivered to the delinquent Owner or Owners, not less than fifteen (15) days before the recordation of the notice of assessment, a written notice of default and a demand for payment, and unless such delinquency has not been accrued within said fifteen (15) day period. The lien shall expire and be void unless, within one (1) year after recordation of

the notice of assessment, the Board or its authorized representative records a notice of default as provided hereinafter or institutes judicial foreclosure proceedings with respect to such lien.

7.3 Notice of Default; Foreclosure. Not more than one (1) year nor less than fifteen (15) days after the recording of the notice of assessment, the Board or its authorized representative can record a notice of default and can cause the Condominium with respect to which a notice of default has been recorded to be sold in the same manner as a sale is conducted under a power of sale in a deed of trust, or in any other manner permitted by law, or through judicial foreclosure. However, as a condition precedent to the holding of any such sale appropriate publication shall be made. In connection with any sale, the Board is authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in Idaho as trustee for purpose of conducting the sale. If a delinquency is cured before sale, or before completing a judicial foreclosure, the Board or its authorized representative shall cause to be recorded in the office of the county recorder of the county in which the Development is located a certificate setting forth the satisfaction of such claim and release of such lien upon payment of actual expenses incurred, including reasonable attorneys fees, by any delinquent Owner. During the pendency of any foreclosure proceeding, whether judicial or by power of sale, the Owner shall be required to pay to the Association any assessments against the Condominium which shall become due, and such accruing assessments shall be secured by the lien and paid from the proceeds of any sale pursuant to the foreclosure proceedings. On becoming delinquent in the payment of any assessments or installments, each delinquent Owner shall be deemed to have absolutely assigned all rent, issues and profits of his Condominium to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the Owners, shall have the power to bid upon the Condominium at foreclosure sale and to acquire, hold, lease, mortgage and convey the Condominium.

7.4 Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Section 7, the benefit of any homestead or exemptions laws of Idaho in effect at the time any assessment, or installment, become delinquent or any lien is imposed.

7.5 Liability of Grantee. For Assessments subject to the provisions of Section 6.8, a grantee or purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of conveyance, without prejudice to the rights of the grantee or purchaser to recover from the seller the amount paid by the grantee or purchaser for such assessments.

ARTICLE 8

INSURANCE

8.1 Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, any Manager, the Declarant and the Owners and occupants of Condominiums, and their respective guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the common area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability of non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use.

8.2 Fire and Extended Coverage Insurance. The Association also shall obtain and maintain a master or blanket policy for fire insurance for the full insurable value of all of the improvements within the development. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional first mortgagees. If more than one institutional first mortgagee has a loan of record against a Condominium in the Development, the policy and endorsements shall meet the maximum standards of the various institutional first mortgagees represented in the Development. The policy shall contain an agreed amount of endorsement, replacement equivalent, an increased cost of construction endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall provide amounts of coverage as shall be determined by the Board. The policy shall name as insured the Association, the Owners, and Declarant, as long as Declarant is the Owner of any Condominium, and all mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.

8.3 Owner's Own Insurance Limited. Notwithstanding the provisions of Sections 8.1 and 8.2 above, each Owner may obtain insurance at his expense providing coverage upon his condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Section. Further, all such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, and other Owners, and the servants, agents and guests of any of them. If a casualty loss is sustained and there is a reduction in the amount of proceeds which would otherwise be payable on the insurance purchased by the Association due to the purchase by the Owner of additional insurance, the Owner shall assign the proceeds of such additional insurance, to the extent of the amount of such reduction, to the trustee to be distributed as provided below.

8.4 Trustee. All insurance proceeds payable under Section 8.2 and 8.3, subject to the rights of mortgagees under Section 8.7, may be paid to a trustee, to be held and expended for the benefit of the Owners, mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank in Blaine County that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for in this Declaration.

8.5 Other Insurance. The Board may and, if required by any institutional first mortgagee, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild. The Board also shall purchase and maintain worker's compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Association. The Board also shall purchase and maintain fidelity bonds or insurance (which shall be in an amount not less than one hundred fifty percent (150%) of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage of any person who may serve without compensation) sufficient to meet the requirements of any institutional first mortgagee. The Board shall purchase and maintain such insurance on personal property owned by the Association, and any other insurance, that it deems necessary or that is required by any institutional first mortgagee.

8.6 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 8.1, 8.2 and 8.5. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

8.7 Distribution of Mortgagees. Any mortgagee has the option to apply insurance proceeds payable on account of a Condominium in reduction of the obligation secured by the mortgage of such mortgagee.

ARTICLE 9

DESTRUCTION OF IMPROVEMENTS

9.1 Destruction; Proceeds Exceed Eighty-five Percent (85%) of Reconstruction Costs. If there is a total or partial destruction of the improvements in the Development, and if the available proceeds of the insurance carried pursuant to Article 8 are sufficient to cover more than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the Blaine County Recorder's Office not later

than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.2 Destruction; Proceeds Less than Eight-five Percent (85%) of Reconstruction Costs. If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction is to take place, the Board shall execute, acknowledge and record in the Blaine County Recorder's Office not later than one hundred twenty (120) days from the date of such destruction a certificate declaring the intention of the members to rebuild.

9.3 Rebuilding Procedures. If the members determine to rebuild, pursuant to Section 9.1 and 9.2, each Owner shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration over and above the available insurance proceeds. The proportionate share of each Owner shall be equal to the percentage interest in the Common Area appurtenant to such Owner's Condominium. If any Owner fails or refuses to pay his proportionate share, the Board may levy a special assessment against the Condominium of such Owner which may be enforced under the lien provisions contained in Article 7 or in any other manner provided in this Declaration. If any Owner disputes the amount of his proportionate liability under this Section, such Owner may contest the amount of his liability by submitting to the Board within ten (10) days after notice to the Owner of his share of the liability written objections supported by cost estimates or other information that the Owner deems to be material and may request a hearing before the Board at which he may be represented by counsel. Following such hearing, the Board shall give written notice of its decision to all Owners, including any recommendation that adjustments be made with respect to the liability of any Owners. If such adjustments are recommended, the notice shall schedule a special meeting of members for the purpose of acting upon the Board's recommendation, including making further adjustments, if deemed by the members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of members. If no adjustments are recommended by the Board, the decision of the Board shall be final and binding on all Owners, including any Owner filing objections.

9.4 Rebuilding Contract. If the members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two (2) reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the contract. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

9.5 Rebuilding Not Authorized. If the members determine not to rebuild, then, subject to the rights of mortgagees under Section 8.7, any insurance proceeds then available for such rebuilding shall be distributed to the Owner of each Condominium in proportion to his respective percentage undivided interest in the common area. The Board shall have the duty, within one hundred twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder of Blaine County, a certificate declaring the intention of the members not to rebuild.

9.6 Minor Repair and Reconstruction. The Board shall have the duty to repair and reconstruct improvements, without the consent of members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Five Thousand Dollars (\$5,000). The Board is expressly empowered to levy a special assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 9.3 (but without the consent or approval of members, despite any contrary provisions in this Declaration).

9.7 Revival of Right to Partition. On recordation of a certificate described in Section 9.5, the right of any Owner to partition through legal action as described in Article 11 shall revive immediately.

ARTICLE 10

CONDEMNATION

10.1 Sale on Unanimous Consent. If an action for condemnation of all or a portion of the Development is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Owners and after written notice to all mortgagees, the Development, or a portion of it may be sold by the Board acting as irrevocable attorney-in-fact of all of the Owners for a price deemed fair and equitable by the Board but in no event less than the aggregate unpaid balance of all mortgages encumbering Condominiums in the Development if the Development is sold.

10.2 Distribution of Proceeds of Sale. On a sale occurring under Section 10.1, the proceeds shall be distributed to the Owner and the mortgagees of each Condominium as their respective interests may appear in proportion to each Owner's respective percentage undivided interest in the Common Area.

10.3 Distribution of Condemnation Award. If the Development, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Owners and their respective mortgagees.

10.4 Revival of Right to Partition. On sale or on taking that renders more than fifty percent (50%) of the Units in the Development unusable as residential or commercial spaces, the right of any Owner to partition through legal action shall revive immediately.

10.5 Partial Taking. In the event that less than the entire Development is taken or condemned, or sold or otherwise disposed in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the condemnation award to be determined in the following manner by the Association:

10.5.1 The total amount allocated to taking of or injury to the common area shall be apportioned among the Owners according to the percentage interest in the common area appurtenant to the Condominiums of such Owners.

10.5.2 The total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned.

10.5.3 The respective amounts allocated to the taking of or injury to a particular Condominium and/or improvements, including trade fixtures, the Owner has made within his Condominium, and any relocation, moving expenses or other allowance of a similar nature designated to facilitate relocation, shall be apportioned to the particular Condominium involved.

10.5.4 The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in these circumstances.

ARTICLE 11

PARTITION

11.1 Suspension. The right of partition is suspended pursuant to Idaho law as to the Development. Partition of the Development can be had on a showing that the conditions of such partition as stated in Section 9.7 or in Section 10.4 have been met. Nothing in this Declaration shall prevent partition or division of interest between joint or common Owners of any Condominium.

11.2 Distribution of Proceeds. Proceeds or property resulting from a partition shall be distributed to and among the respective Owners and their mortgagees as their interests appear in proportion to each Owner's respective undivided percentage interest in the common area.

11.3 Power of Attorney. Each of the Owners hereby grants the Association an irrevocable power of attorney to sell the Development for the benefit of the Owners when

partition can be had. Exercise of said power is subject to the approval of members and their institutional first mortgagees.

ARTICLE 12

NON-SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM

12.1 Prohibition Against Severance. An Owner shall not be entitled to sever his interest in any Condominium from his membership in the Association, and shall not be entitled to sever his Unit and his membership from his undivided interest in the common area for any purpose. None of the component interests in a Condominium can be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be void. The suspension of such right of severability will not extend beyond the period set forth in Article 11 respecting the suspension of partition. It is intended hereby to restrict severability.

12.2 Conveyances. After the initial sales of the Condominiums, any conveyance of a Condominium by an Owner shall be presumed to convey the entire Condominium. However, nothing contained in this Section shall preclude the Owner of any Condominium from creating a cotenancy or joint tenancy in the ownership of the Condominium with any other person or persons.

ARTICLE 13

TERM OF DECLARATION

This Declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all covenants, conditions, restrictions, and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by seventy five percent (75%) of the Owners of all the Condominiums in the Development and recorded in the office of the Blaine County Recorder.

ARTICLE 14

PROTECTION OF MORTGAGEES

14.1 Mortgage Permitted. Any Owner may encumber his Condominium with a mortgage.

14.2 Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any mortgage that encumbers all or a portion of the Development, or any Condominium, made in good faith and for

value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such mortgage unless the mortgagee expressly subordinates his interest, in writing, to such lien.

14.3 Amendment. The prior written consent, as provided in Section 14.3.9, below, of all holders of all first mortgages shall be required for any material amendment to this Declaration, to the Articles or to the Bylaws. As used in this Section 14.3, the term “any material amendment” is defined to mean amendments to provisions of this Declaration, to the Articles or to the Bylaws governing the following subjects:

14.3.1 The purpose for which the Development may be used;

14.3.2 Voting;

14.3.3 Assessments, collection of assessments, creating and subordination of assessment liens;

14.3.4 Reserves for repair and replacement of common area improvements;

14.3.5 Maintenance of common area and improvements thereon;

14.3.6 Casualty and liability insurance;

14.3.7 Rights of use to and in the common area;

14.3.8 Any provision, which by its terms, is specifically for the benefit of first mortgagees, or specifically confers rights on first mortgagees.

14.3.9 The Association shall provide notice of such amendment by United States mail, return receipt requested, to the holders of all first mortgages that have previously disclosed their interest in writing to the Association. In the event that no response from said first mortgagee is received by the Association within thirty (30) days of the mailing of said notice, the non-responding first mortgagee shall be deemed to have consented to the amendment.

14.4 Restrictions on Certain Changes. Unless the holders of all first mortgages of have given their prior written approval, as provided in Section 14.4.7, below, neither the Association nor the Owners shall be entitled:

14.4.1 By act or omission to seek to abandon or terminate the condominium project, except for abandonment provided by statute in case of substantial loss to the Units and common area;

14.4.2 To change the method of determining the obligations, assessment, dues or other charges which may be levied against any Owner, or to change the pro rata interest

or obligations of any Condominium for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each Owner in the common area;

14.4.3 To partition or subdivide any Unit; any partition or subdivision shall be subject to the applicable laws of all government entities with jurisdiction thereover;

14.4.4 By act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the common area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common area by the Association or the Owners shall not be deemed to be a transfer within the meaning of this clause.

14.4.5 To use hazard insurance proceeds for losses to Units or common area improvements in the development or to any other Association property, for other than the repair, replacement or reconstruction of such improvements or property except as provided by statute in case of substantial loss to the Units or common area of the development.

14.4.6 By act or omission to change, waive, or abandon the provisions of this Declaration, or the enforcement thereof, pertaining to architectural design or control of the exterior appearance of structures in the development, the maintenance of the common area, walks or fences and driveways, or the upkeep of lawns and plantings in this Development.

14.4.7 The Association shall provide notice of such acts referred to in paragraphs 14.4.1. through 14.4.6, above, by United States mail, return receipt requested, to the holders of all first mortgages that have previously disclosed their interest in writing to the Association. In the event that no response from said first mortgagee is received by the Association within thirty (30) days of the mailing of said notice, the non-responding first mortgagee shall be deemed to have consented to the act.

14.5 Right to Examine Books and Records. First mortgagees can examine the books and records of the Association or the condominium project and can require the submission of financial data concerning the Association or the condominium project, including annual audit reports and operating statements as furnished by the Owners.

14.6 Distribution of Insurance and Condemnation Proceeds. No Owner, or any other party, shall have priority over any right of first mortgagees of Condominiums pursuant to their mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or common area. Any provisions to the contrary in this Declaration or in the Bylaws or other documents relating to the development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected first mortgagees naming the mortgagees, as their interests may appear.

14.7 Notices to First Mortgagees of Record. Upon any loss to any Unit covered by a mortgage, if such loss exceeds Five Thousand Dollars (\$5,000) or any loss to the common area, if such loss exceeds Ten Thousand Dollars (\$10,000), or on any taking of the common area, notice in writing of such loss or taking shall be given to each first mortgagee of record. If any Owner of a unit is in default under any provision of these covenants, conditions and restrictions, or under any provision of the Bylaws or the Association rules, which default is not cured within thirty (30) days after written notice to such Owner, the Association shall give the first mortgagee of record of such Owner written notice of such default and of the fact that said thirty (30) day period has expired.

14.8 Voting Rights on Default. In case of default by any Owner in any payment due under the terms of any first mortgage encumbering such Owner's Condominium, or the promissory note secured by the mortgage, the first mortgagee or his representative, on giving written notice to such defaulting Owner or Owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such defaulting Owner attributable to such Condominium at any regular or special meeting of the members held during such time as such default may continue.

14.9 Payments by First Mortgagees. First mortgagees of Condominiums may, jointly or singularly, pay taxes or other charges against common area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for common area improvements or other insured property of the Association and, upon making any such payments, such first mortgagees shall be owed immediate reimbursement therefor from the Association. This provision shall constitute an agreement by the Association for the express benefit of all first mortgagees and upon the request of any first mortgagee the Association shall execute and deliver to such first mortgagee a separate written agreement embodying the provisions of this Section 14.9.

14.10 Effect of Breach. No breach of any provision of these covenants, conditions, and restrictions shall invalidate the lien of any mortgage in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustees's sale, or otherwise.

14.11 Foreclosure. If any condominium is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the mortgage. On foreclosure of the mortgage, the lien for assessments, or installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser taking title to the Condominium free of the lien for assessments, or installments, that has accrued up to the time of the foreclosure sale. On taking title to the Condominium, the foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the Condominium. The subsequently levied assessments or other charges may include

previously unpaid assessments provided all Owners, including the foreclosure-purchaser, and his successors and assigns are required to pay their proportionate share as provided in this Section.

14.12 Loan to Facilities. Any mortgage given to secure a loan to facilitate the resale of a Condominium after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article 14.

14.13 Appearance at Meetings. Because of its financial interest in the development, any mortgagee may appear (but cannot vote except under the circumstances set forth in Section 14.8) at meetings of the members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings and assessments.

14.14 Right to Furnish Information. Any mortgagee can furnish information to the Board concerning the status of any mortgage.

14.15 Contracts with Declarant. Any agreement between the Association and Declarant pursuant to which the Declarant agrees to provide services shall provide for termination by either party without cause or payment of a termination fee on thirty (30) days' written notice and shall have a maximum contract term of one (1) year; provided that the Board can renew any such contract on year-to-year basis.

14.16 Mortgagee to Notify Board of Owners Default. Upon the happening of a default under the terms of a mortgage of a Condominium which would permit the holder to declare the entire principal sum due, notice of the intention of the holder to do so shall be given to the Board but failure to give such notice shall not prevent the holder from instituting a foreclosure action and joining the Association as a party defendant therein.

14.17 Rights of Association with Respect to Mortgages in Default. The Association shall have the following rights, powers and privileges with respect to mortgages in default:

14.17.1 By and with the consent of the holder thereof, to remedy the defaults existing under the terms of the mortgage and to put the same in good standing. In the event the Board shall make the advances necessary to remedy the defaults, the Association shall be deemed to hold a junior participating interest in the obligation and mortgage for the sum of principal together with interest, costs, disbursements, counsel fees, insurance, taxes or other charges so advanced with the right to foreclosure of such junior participating interest against the defaulting Unit Owner for the benefit of the remaining Unit Owners. The holder of the mortgage shall in no event be required or have the obligation to collect the junior interest so created on behalf of the Association.

14.17.2 To acquire such mortgage by assignment from the holder thereof either before or after the institution of a foreclosure action. The mortgage shall be acquired in the name of the Association with all the powers and rights of the holder against the defaulting Unit Owner including the right to foreclose the same for the benefit of the remaining Owners.

14.17.3 To accept from the defaulting unit Owner a deed transferring the unit and its common interest and, by and with the consent of the holder of the mortgage, to remedy the defaults existing under the terms thereof for the benefit of the other Unit Owners.

14.17.4 To continue any pending action or to institute an action to foreclose any mortgage taken by assignment under subsection 14.18.2 above, or to take a deed in lieu of such foreclosure.

In no event shall a Unit Owner be relieved from liability already incurred for past due common expenses and charges or be relieved from personal liability on the bond, note or other obligation by reason of any conveyance made under the provisions set forth above.

14.18 Association Shall be Necessary Party in All Mortgage or other Lien Foreclosures. The Association shall be a necessary party in every action brought to foreclosure any mortgage or other lien affecting a Condominium. The Association shall be entitled to bid at any sale, whether the Association is the plaintiff or a defendant, and to purchase any Condominium at such sale for such amount as shall be approved by the Board taking into consideration the amount due, the costs and disbursements, and all other charges affecting the Condominium. The Association shall not, however, be limited in its bidding to such amount or total but may bid any higher sum it finds necessary in order to protect the interests of the other unit Owners.

ARTICLE 15

RETAINED RIGHTS OF DECLARANT

15.1 Retained Right to Develop and Include Adjacent Property. The Declarant hereby expressly retains the right to acquire property adjacent to the Real Property at any time and to develop such additional property and include such additional property to the Development subject to all of the provisions of this Declaration and the Bylaws. "Adjacent property" shall mean property which adjoins the Real Property or which is separated from the Real Property by a road, street or easement, but would adjoin the Real Property but for such road, street or easement, whether the road, street or easement is public or private. Any additional property to be added to the Development, if improved, shall be improved and developed with condominium buildings and other facilities which are substantially similar in architectural style, construction and materials to the Development; provided, however, that if Declarant acquires Lot 1, Sun Mountain Subdivision, Blaine County, Idaho, which has existing condominiums built on it, Declarant may include such property and such condominiums in the Development "as is" without any obligation to remodel, repaint or otherwise change such structures. In addition, Declarant reserves the right

to change the size, design, and allocation of commercial or residential use of the Units to meet market demands. The Declarant specifically retains the right to amend this Declaration and the Condominium Plat to include the additional property, condominium units, and common areas. Any Owner's acceptance of a deed to any Unit of the Development constitutes express consent to such amendments.

15.2 Adjustments to Common Areas. If the Declarant acquires additional property and adds such additional property to the Development as provided above, all interests in the Common Areas shall be adjusted appropriately. A revised Exhibit B setting forth the Common Area ownership percentages of all of the Units shall be prepared and recorded as part of the amended Declaration.

15.3 Adjustments to Assessments. If additional Units are added to the Development as provided above, the Assessments shall be recalculated to include the Common Expenses of the additional property added to the Development and allocated as provided in Article 6. Each additional Unit which is added to the Development as provided in this Article 15 shall be subject to Assessments commencing on the first day of the month which is six (6) months after issuance of a Certificate of Occupancy for such Unit; provided that any Owner of a Unit other than Declarant shall pay full assessments for such Owner's Unit from the date of conveyance of such Unit to such Owner.

ARTICLE 16

AMENDMENT

16.1 Amendment of Declaration. This Declaration may be amended or revoked in any respect by the vote or written consent of seventy five percent (75%) of the members of the Association. Also, if the consent or approval of any governmental authority, mortgagee, or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained.

16.2 Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE 17

GENERAL PROVISIONS

17.1 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

17.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provisions or portions of it shall not invalidate any other provisions.

17.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver thereof.

17.4 Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any Owner, any member of the Board, the Manager, or the Association.

17.5 Access to Books. Any Owner may, at any reasonable time and upon reasonable notice to the Board or Manager at his own expense, cause an audit or inspection to be made of the books and financial records of the Association.

17.6 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

17.7 Notification of Sale of Condominium. Concurrently with the consummation of the sale of any Condominium under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth the name of the transferee and his mortgagee and transferor, the common address of the Condominium purchased by the transferee, the transferee's and the mortgagee's mailing address, the date of sale, the amount of such mortgages and the recording information pertinent to identify same. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the Board or the Manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the Board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to his transferor if the Board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notice shall also be deemed received twenty-four (24) hours after being sent by telegram or upon personal delivery to any occupant of a Condominium over the age of eighteen (18) years.

17.8 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine or neuter, as the context requires.

17.9 Exhibits. All exhibits referred to are attached to this Declaration and incorporated by reference.

17.10 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any Condominium.

17.11 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of the Owners.

17.12 Unsegregated Real Estate Taxes. Until such time as real property taxes have been segregated by the Blaine County Assessor, they shall be paid by the respective Owners of Condominiums. The proportionate share of the taxes for a particular Condominium shall be determined by dividing the initial sales price or offered initial sales price of the Condominium by the total initial sales prices and offered initial sales prices of all Condominiums within the Development (the term "offered initial sales price" means the price at which an unsold Condominium is then being offered for sale by Declarant). If, and to the extent, that taxes are not paid by any Owner of a Condominium and are allowed to become delinquent, they shall be collected from the delinquent Owner by the Association.

17.13 Designation of Person to Receive Service. Declarant, as the Owner of the development and every part thereof, and for all subsequent Owners of Condominiums, has executed pursuant to Idaho Code Section 55-1512 a Designation of Person to Receive Service, a copy of which is attached hereto as Exhibit "E" and made a part hereof. This Designation shall be filed with the recorder of Blaine County, Idaho. Upon termination of the authority to receive service of the person designated herein, the Board shall prepare and file with said recorder a new such Designation naming another person to receive service.

17.14 Consent of Recordation. Declarant, as the Owner of the fee simple title to the real property, hereby consents to the recordation of this Condominium Declaration and the Condominium Plat in the records of Blaine County, Idaho. Further, Declarant hereby certifies that all holders of recorded liens or other security interests in the real property have also consented to the recordation of such documents by virtue of the fully executed Certificates of Consent attached hereto as Exhibit "F" and made a part hereof, all as required by Idaho Code Section 55-1504(c) (iii).

17.15 Governing Law. This Agreement shall be governed by the laws, including conflicts of laws, of the State of Idaho, as an agreement between residents of the State of Idaho, and to be performed in the State of Idaho.

17.16 Attorney's Fees. In the event that any party hereto has to retain counsel for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Agreement, the non-prevailing party shall pay to the prevailing party the latter's reasonable attorneys' fees and costs, whether or not litigation is actually instituted, and including attorneys' fees and costs on appeal and in any bankruptcy proceeding.

Declarant has executed this instrument as of the ___ day of _____ 2022.

Bohica, Idaho LLC

By _____
Kirsten Ritzau, Member

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ___ day of _____, in the year 2022, before me, a Notary Public for the State of Idaho, personally appeared KIRSTEN RITZAU, known or identified to me to be the Member of BOHICA IDAHO, LLC., and the person who executed the instrument, and acknowledged to me that she executed the same on behalf of such limited liability company.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____



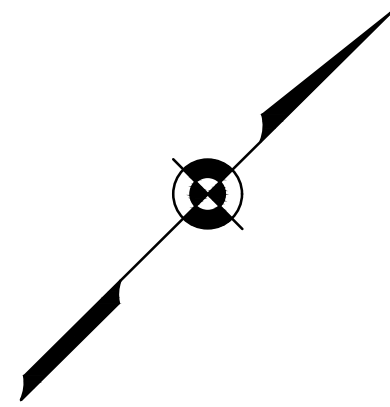
City of Ketchum

ATTACHMENT 2:

Final Plat

A PLAT SHOWING: PAPILLON CONDOMINIUMS

WHEREIN THE BUILDING ON LOT 3, BLOCK 39, KETCHUM TOWNSITE IS CONVERTED TO CONDOMINIUMS.
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
APRIL 2024



SCALE: 1" = 20'

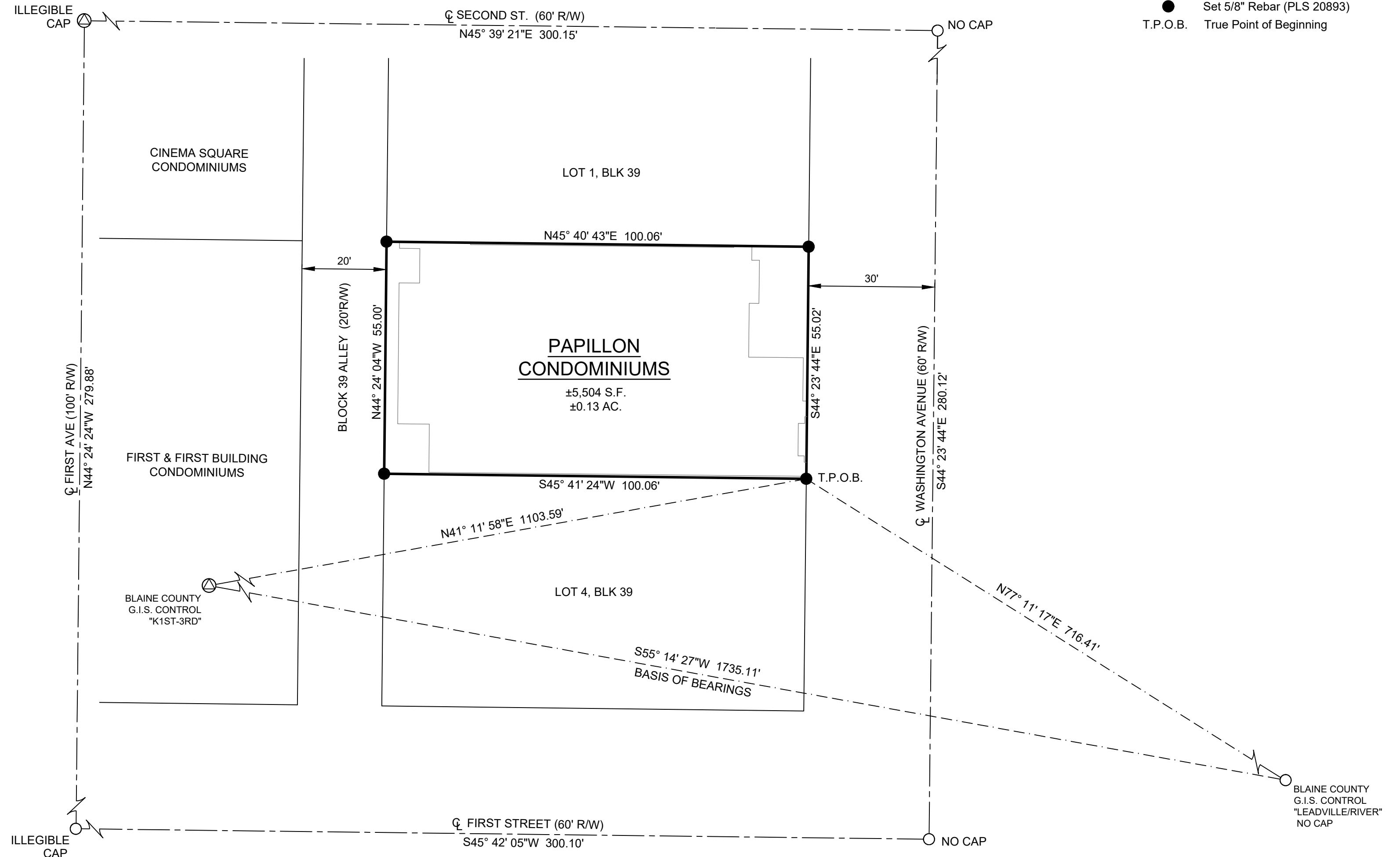


LEGEND

- Property Line
- Adjoiner's Lot Line
- - - Centerline of Right-of-way
- · - · - Blaine County G.I.S. Tie
- ▭ Building Footprint
- ⊙ Found Aluminum Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar (PLS 20893)
- T.P.O.B. True Point of Beginning

SURVEY NARRATIVE & NOTES

1. The purpose of this plat is to show the monuments found and set during the boundary retracement of Lot 3, Block 39, Ketchum Townsite and to condominiumize said property as shown hereon. All found monuments have been accepted. Lot corner monuments were established by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988.
2. Documents used in the course of this survey include:
 - a. Official map of the Village of Ketchum, Instrument No. 302967.
 - b. Replat of Lots 1 & 2, Block 39, Instrument No. 309132.
 - c. Plat of Lot 8A, Block 39, Instrument No. 485019.
 - d. Plat of Cinema Square Condominiums, Instrument No. 376178.
 - e. Plat of First & First Building Condominiums, Instrument No. 527094.
 - f. Record of Survey of Lot 4, Block 39, Instrument No. 703119.
- All records of Blaine County, Idaho.
3. The distances shown are measured. Refer to the above referenced survey for previous record data.
4. Unless shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
5. A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 2224737, with a Date of Guarantee of March 8, 2024. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
6. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
7. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
8. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
9. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded as Instrument No. _____. Consult the Condominium Declarations for the definition of common and limited common area.
10. All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
11. Building ties are to the interior corners of unit walls.
12. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
13. No garage may be condominiumized or sold separate from a condominium unit.
14. The Deed Covenant for Unit 102 was recorded as Instrument No. _____.
15. This property is subject to the FAR Exceedance Agreement recorded as Instrument No. 693822.
16. The Right-of-Way Encroachment Agreement was recorded as Instrument No. 698239.

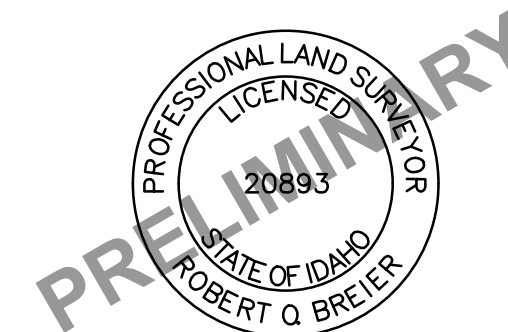


HEALTH CERTIFICATE

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: _____

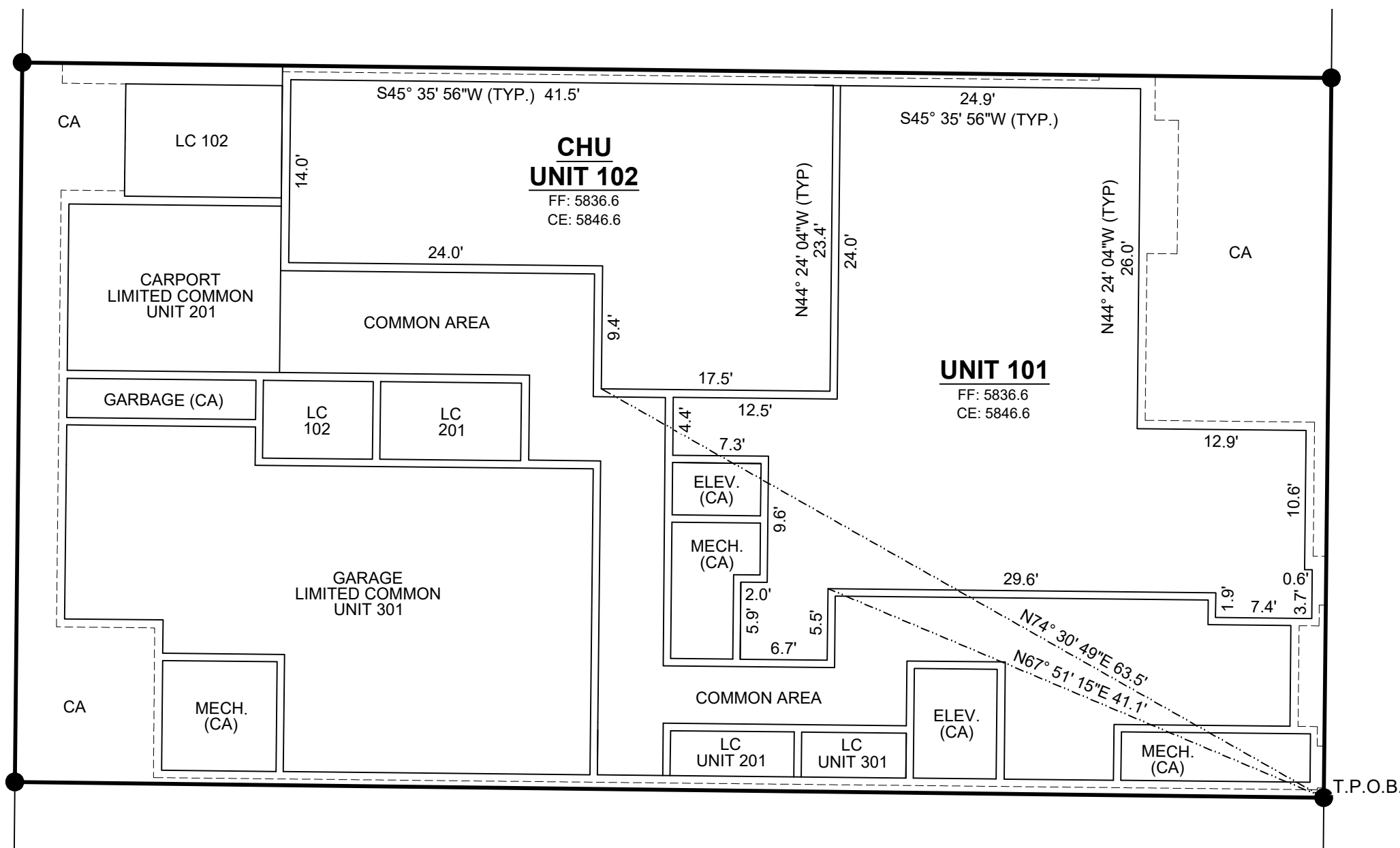
South Central Public Health District, REHS



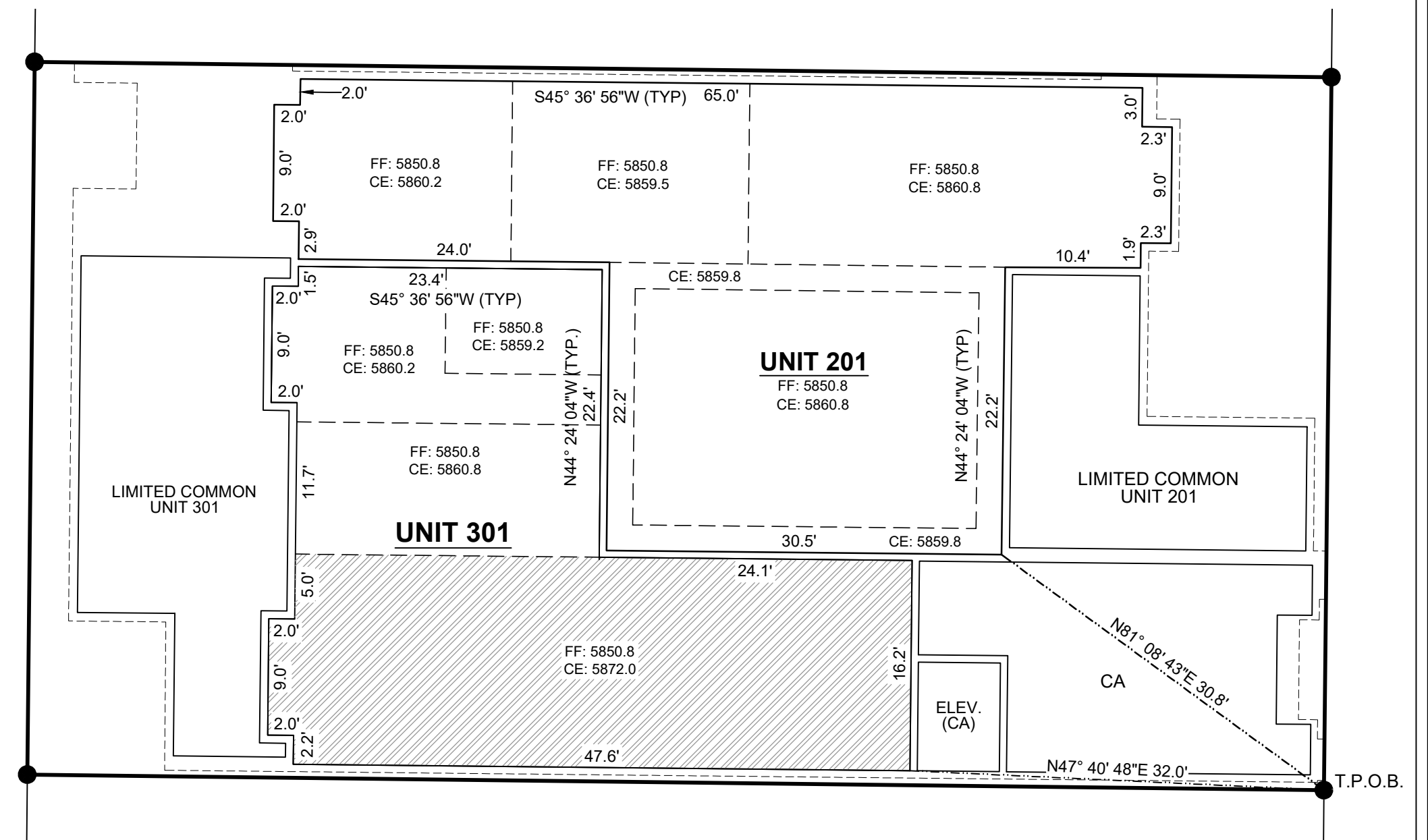
PAPILLON CONDOMINIUMS
GALENA - BENCHMARK ENGINEERING
KETCHUM, IDAHO
1 OF 4
Job No. 8229

A PLAT SHOWING: PAPILLON CONDOMINIUMS

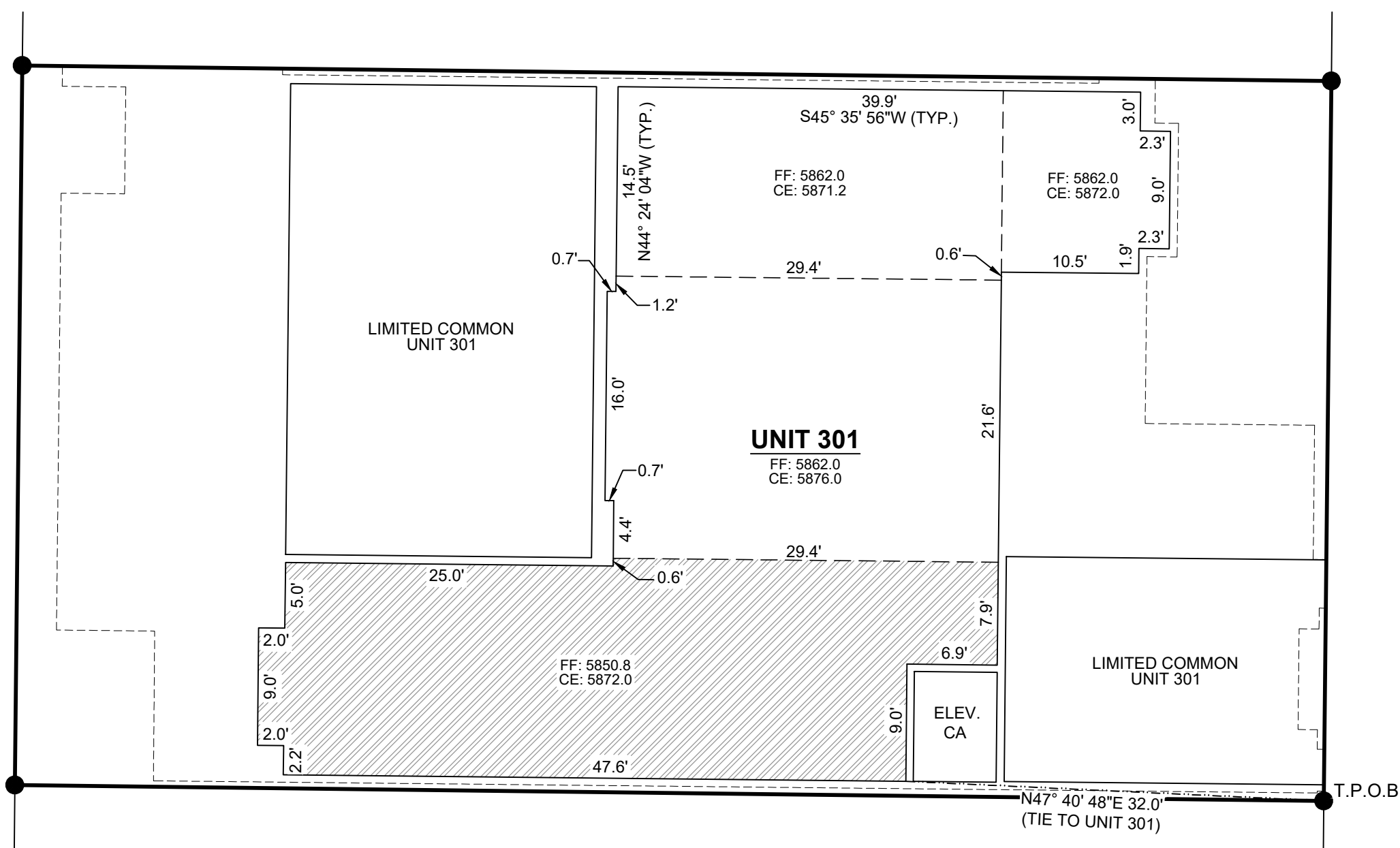
WHEREIN THE BUILDING ON LOT 3, BLOCK 39, KETCHUM TOWNSITE IS CONVERTED TO CONDOMINIUMS.
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
APRIL 2024



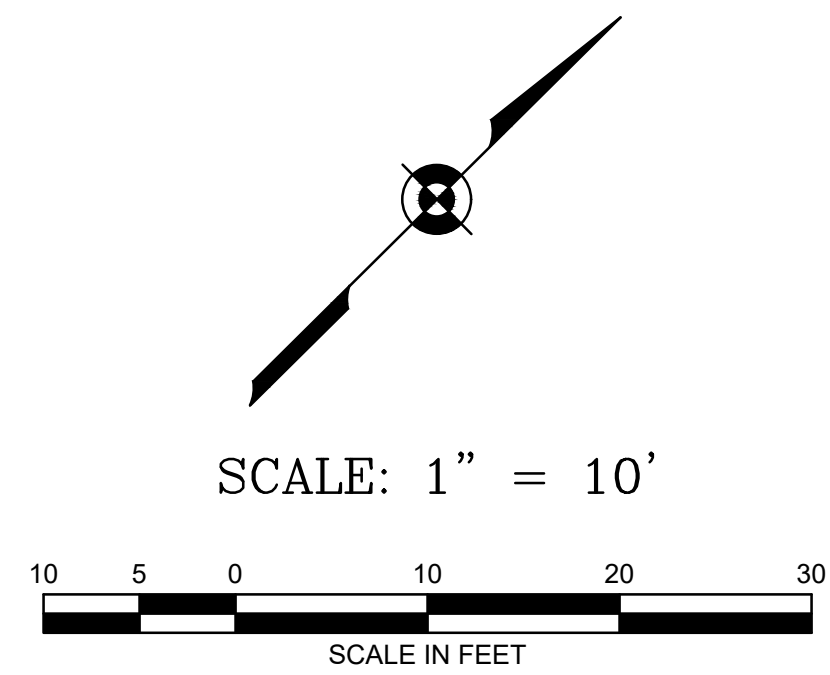
FIRST FLOOR



SECOND FLOOR

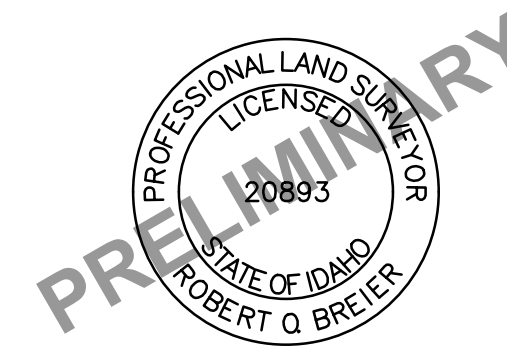


THIRD FLOOR



LEGEND

- Property Line
- Unit Boundary
- Building Footprint
- Change in Ceiling Height
- Survey Tie Line
- Unit occupies 2nd & 3rd floor
- Set 5/8" Rebar, PLS 20893
- FE Floor Elevation
- CE Ceiling Elevation
- CA Common Area
- LC Limited Common Area
- ELEV. Elevator
- MECH. Mechanical Room
- CHU Community Housing Unit
- T.P.O.B. True Point of Beginning



PAPILLON CONDOMINIUMS
GALENA - BENCHMARK ENGINEERING
KETCHUM, IDAHO
2 OF 4
Job No. 8229

PAPILLON CONDOMINIUMS

CERTIFICATE OF OWNERSHIP

This is to certify that BOHICA IDAHO, LLC, an Idaho Limited Liability Company is the owner in fee simple of the following described Real Property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 3, Block 39, VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof recorded as Instrument No. 302967, records of Blaine County, Idaho.

It is their intention to create a project including said Real Property in this condominium plat. The Owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50-1334. We do hereby certify that the condominium project described in this plat will be eligible to receive domestic water service from an existing water distribution system and that the City of Ketchum has agreed in writing to serve the condominium project shown on this plat.

The undersigned hereby certify, to the extent required, the notification and/or approval of the foregoing plat by any holders of recorded security interest in and to the real property described above.

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

BOHICA IDAHO, LLC, an Idaho Limited Liability Company

BY: _____
KIRSTEN RITZAU, Manager

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

PAPILLON CONDOMINIUMS

KETCHUM CITY COUNCIL'S CERTIFICATE

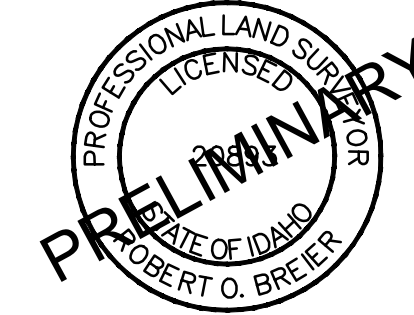
I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ___ day of _____, 2024, this plat was duly accepted and approved.

Trent Donat, City Clerk

SURVEYOR'S CERTIFICATE

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

Robert O. Breier, PLS 20893



KETCHUM CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ___ day of _____, 2024, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Robyn Mattison, City Engineer

BLAINE COUNTY SURVEYOR'S APPROVAL

I, the undersigned, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to plats and surveys.

Sam Young, County Surveyor

Date

KETCHUM CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ___ day of _____, 2024, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

By: _____
City Planner

BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent County property taxes for the property included in this subdivision have been paid in full.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER'S CERTIFICATE



City of Ketchum

ATTACHMENT 3:

Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

IN RE:)	
)	
Papillon Condominiums)	KETCHUM CITY COUNCIL
Condominium Final Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 15, 2024)	DECISION
)	
File Number: P24-019)	

PROJECT: Papillon Condominiums

FILE NUMBERS: P24-019

APPLICATION: Condominium Subdivision Final Plat

REPRESENTATIVE: Cinda Lewis, Galena/Benchmark Engineering

OWNER: Bohica Idaho, LLC

LOCATION: 131 N Washington Ave (Ketchum Townsite, Lot 3, Block 39)

ZONING: Community Core Subdistrict 2 – Mixed Use (CC-2) Zoning District

OVERLAY: None

NOTICE: A public hearing was conducted for the condominium preliminary plat approval. Public hearings are not required for condominium final plats; therefore, no public hearing was scheduled for the application.

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Papillon Condominiums final plat on February 22, 2024. The application was deemed complete on March 12, 2024. City departments conducted a thorough review of the application. As of the date of these findings, all conditions of the design review and preliminary plat have been met and all department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council considered the Condominium Subdivision Final Plat (File No. P24-019) application at their April 15, 2024, meeting. After considering the staff’s analysis and the application materials, the Council approved the application unanimously.

BACKGROUND

The Papillon Condominiums building is a mixed-use building with ground floor commercial, one community housing unit, and two upper-level residential units located at 131 N Washington Ave

within the Community Core Subdistrict 2 – Mixed Use (CC-2) Zoning District. The Planning & Zoning Commission held a public hearing and approved the Design Review (Application No. P22-001) and unanimously recommended approval of the Condominium Subdivision Preliminary Plat (Application P22-012) to the City Council on April 26, 2022. The Ketchum City Council considered and approved the Condominium Subdivision Preliminary Plat application and FAR Exceedance Agreement at their May 2, 2022 meeting.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant				
Yes	No	N/A	City Code	Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	<i>As shown on Sheet 2 of the final plat, there is one enclosed garage and one carport parking space. Both parking areas are designated as limited common elements and specifically referenced to a unit number.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	<i>As shown on Sheet 2 of the final plat, the unit sizes facilitates the storage of personal property within the units. Additional storage units are provided on the first floor for Units 102, 201, and 301. The enclosed garage for Unit 301 also provides ample space for personal storage</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	<i>Mechanical Equipment rooms are designated on each floor, serving dual purpose for housing of mechanical equipment and storage of maintenance equipment and supplies. Supplies for larger maintenance projects will be supplied by the contractors responsible for the project on an as needed basis.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	<i>Each condominium unit has dedicated outdoor space noted as limited common areas for each unit. Unit 102 has an open space patio off the alley, Unit 201 has an outdoor patio area on the front of the building facing Washington Ave,</i>

				and Unit 301 has dedicated outdoor space on the second and third levels as noted on Sheet 2.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			<i>Findings</i>	<i>The project has been reviewed for compliance with all other sections of the subdivision standards. The project is in compliance as discussed above.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION FINAL PLAT REQUIREMENTS

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N / A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>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:</p> <p><i>Findings</i></p> <p><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></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p>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.</p> <p><i>Findings</i></p> <p><i>As shown on sheet 1, there are two points of beginning for the proposed subdivision. Therefore, this standard is met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p>Location and description of monuments.</p> <p><i>Findings</i></p> <p><i>As shown on Sheet 1, all monuments are noted and described. Therefore, this standard is met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>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.</p> <p><i>Findings</i></p> <p><i>Sheet 1 provides property lines and boundary lines for the subject property, adjacent subdivisions, easements, and adjacent streets. As shown, this standard is met.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	<i>As shown on Sheet 1, the adjacent subdivisions of Cinema Square Condos and First and First Condos are labeled. The other adjoining parcels are noted with Lot and Block references as part of the Ketchum Townsite plat.</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>Findings</i>	<i>As shown on Sheet 1, the right of ways for Washington Ave, First Street, Second Street, and First Ave are all labeled and dimensioned.</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>Findings</i>	<i>Sheet 1 outlines all applicable easements on the property, public and private, including easements for utilities and access.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Findings</i>	<i>This townhouse subdivision is part of an existing subdivision, and no additional blocks are being created or numbered.</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>Findings</i>	<i>N/A as no dedications have been required or proposed for this condominium subdivision.</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>Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Papillon Condominiums.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	<i>As shown on Sheet 1, 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>Findings</i>	<i>As shown on Sheet 1, the right of ways for Washington Ave, First Street, Second Street, and First Ave are all labeled and dimensioned. No new public streets are being proposed or required for the development.</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>Findings</i>	<i>Plat note 9 on Sheet 1 includes the required note with a space to put the instrument number for the recorded declarations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			<i>Findings</i>	<i>Sheet 3 includes the required signature block that will be signed prior to recording of the final plat.</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 shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			<i>Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the Final 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>Findings</i>	<i>Sheet 3 includes the required signature block for signature of the applicable property owners.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	<i>Sheet 4 includes the required certificate and signature space for the project Engineer to sign the plat prior to recording of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	<i>Sheet 4 includes the required certificate and signature space for the City Clerk to sign the plat prior to recording of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	<i>N/A as no restrictions were imposed by the Planning & Zoning Commission or 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>Findings</i>	<i>The city received the required application materials on February 22, 2024.</i>

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the Ketchum City Council approves this Final Plat application this Monday, April 15, 2024 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Condominium Declaration and Community Housing Deed Covenant shall be recorded prior to recording the Final Plat and corresponding instrument numbers will be added to the final plat prior to recording.
2. The City will not now, nor in the future, determine the validity of the Condominium Declaration.
3. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.

Findings of Fact adopted this 15th day of April 2024.

Neil Bradshaw
Mayor
City of Ketchum

Attest:

Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- S&C has been providing engineering services for the City since 2017
- The need exists for the City to have engineering expertise on internal city projects.
- S&C current contract is expired and requires renewal.

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

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="S&C Associates contract expense has been accounted for in the professional services budget."/>
---	--

Attachments:

-
-

INDEPENDENT CONTRACTOR AGREEMENT 24078

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and S&C Associates ("Contractor") as represented by Sherri Newland, PE, CPESC.

RECITALS

Whereas, the City of Ketchum is working on public works projects that require engineering oversight;

Whereas, the City is in need of special expertise in engineering and project management;

Whereas, the City is empowered by Idaho Code section 50-301 to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents, and to implement projects approved within the adopted budget;

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

Contractor agrees to provide professional services pursuant to the terms and conditions of this Agreement.

1. SCOPE OF WORK:

Contractor will coordinate with the City Administrator to provide engineering assistance and project management assistance on public works projects as directed by the City Administrator and the Mayor, Contractor's point of contact is the City Administrator or his designee. Such work will consist of:

1. Providing engineering advice, analysis and expertise on city projects and private projects in the development review process.
2. Reviewing plans, providing input to staff and applicants, answering questions, interfacing with the public related to right of way requests and permits, participating in developing recommendations on development projects and city public works projects.
3. When requested, serving as the City Engineer.
4. Providing project management assistance on public works projects consisting of scheduling, review, preparation of documents and studies, interfacing with contractors and staff to ensure the timely completion of assigned projects.

2. AMOUNT AND METHOD OF PAYMENT: The City agrees to pay Contractor for services rendered under this Agreement on a time and materials basis in accordance with Attachment A, Professional Services Fee Schedule. Fees shall be based on the service provided by the Contractor.

Contractor shall maintain time and expense records and make them available to the City monthly and provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice. Each invoice shall specify charges as they relate to specific tasks. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.

Reimbursable expenses (which shall cover general out-of-pocket expenses including Contractor's hourly fees, telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses, and the like) shall be billed to the City at actual cost to Contractor with no mark-up.

All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.

(d) If the services subject to a specific invoice do not meet the requirements of this Agreement as the City may determine, the City shall notify Contractor in writing and provide specific deficiencies in the work that do not meet the requirements. Contractor shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in the City's written notice. If the City again determines the work fails to meet the requirements, the City may withhold payment until deficiencies have been corrected to the City's satisfaction or may terminate this Agreement for cause as set forth in Section 19 of this Agreement.

3. RIGHT OF CONTROL: The City agrees that it will have no right to control or direct the details, manner, or means by which Contractor accomplishes the results of the services performed hereunder. Contractor has no obligation to work any particular hours or days or any particular number of hours or days. Contractor agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement. Contractor agrees to coordinate project schedules and respective commencements and deadlines with the Mayor, City Administrator and other City employees or contractors as otherwise directed by the City.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.

5. RECORDS ACCESS AND AUDITS: Contractor shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the city upon request.

6. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be

paid by Contractor according to law.

7. LICENSES AND LAW: Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

8. FRINGE BENEFITS: Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.

9. WORKER'S COMPENSATION: Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.

10. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

11. PROPRIETARY RIGHTS: All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

12. CONFIDENTIALITY: Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.

13. TERM OF AGREEMENT: This Agreement shall commence as of the effective date specified in this Agreement and shall remain in effect for one (1) year unless terminated by either party as set forth in this Agreement.

15. ENTIRE AGREEMENT: This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

16. GENERAL ADMINISTRATION AND MANAGEMENT: The Mayor and the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

17. CHANGES: The City reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and

Contractor, shall be incorporated in written amendments to this Agreement.

18. AMENDMENTS: This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.

19. ASSIGNMENT: It is expressly agreed and understood by the parties hereto that Contractor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.

20. TERMINATION OF AGREEMENT:

1. **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined. Contractor shall also provide the City all products or works of consulting generated to date of termination.

2. **TERMINATION BY THE CITY:** The City reserves the right to terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to Contractor. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made. Contractor shall also provide the City all products or works related to this Project generated to date of termination.

3. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by Contractor upon thirty (30) days' written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Contractor. If this Agreement is terminated by Contractor, Contractor shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.

21. NOTICES: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CITY: City of Ketchum
Attn: Jade Riley, City Administrator
PO Box 2315
Ketchum, ID 83340

To CONTRACTOR: S&C Associates
Attn: Sherri Newland
P.O. Box 2647
Ketchum ID, 83340

22. DISCRIMINATION PROHIBITED: In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

23. STANDARD OF SERVICE: Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

24. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

25. INSURANCE: Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance and endorsements required by this Article to:

City of Ketchum
Attn: Jade Riley, City Administrator
PO Box 2315
Ketchum, ID 83340

26. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

27. APPLICABLE LAW: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

28. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

29. ATTORNEY FEES: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

30. EFFECTIVE DATE: The effective date of this Agreement shall be the day this Agreement is signed by the City.

31. DISPUTES: In the event that a dispute arises between the City and Contractor regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises.

If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

32. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

33. MISCELLANEOUS: Contractor has not been retained to supervise, direct, or have control over any contractor's work. Contractor specifically does not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) for safety precautions and programs to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing their work. Accordingly, Contractor can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for the failure of contractor(s) to furnish and perform their work in accordance with the contract documents.

34. CONFLICT OF INTEREST: Contractor shall disclose any conflict of interest to the City that may arise or exists with any of Contractors current or former employers, clients, contractors or the like of or regarding any work, information, data, that may relate to the subject matter whether it is within the Contractor's scope of work or not. In the event a conflict of interest is identified, Contractor shall immediately disclose the conflict and the City may, in its sole discretion determine that this Agreement will terminate, or agree to measures to address the conflict and limit Contractor's scope of work to avoid the conflict. Failure to promptly disclose a conflict of interest constitutes Contractor's breach of this Agreement.

IN WITNESS WHEREOF, THE CITY and Contractor have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM

CONTRACTOR

By: _____
Neil Bradshaw
Mayor

By: _____
Sherri Newland, PE
Principal

DATE: _____

DATE: _____

ATTEST:

By: _____
Trent Donat
City Clerk & Business Manager

DATE: _____

EXHIBIT A
PROFESSIONAL SERVICES FEE SCHEDULE



2024 Professional Services Fee Schedule

Professional Staff	Rate
Specialist	\$ 220.00/Hr.
Senior Project Manager PE Senior Construction Engineer PE Senior Design Manager PE	\$ 185.00/Hr.
Professional Engineer PE Construction Engineer PE City Engineer PE	\$ 155.00/Hr.
Project Manager	\$ 140.00/Hr.
Associate Engineer	\$130.00/Hr.
Project Engineer	\$ 120.00/Hr.
Engineering Technician Civil Designer	\$ 110.00/Hr.
Project Controller	\$100.00/Hr.
Project Coordinator	\$ 85.00/Hr.

Reimbursable and Other Direct Costs

Personal Vehicle Mileage	\$ 0.670/mile
Travel - Airfare, hotel, rental vehicles, meals	Cost plus 0%
Third Party and outside expenses (i.e.: printing, deliveries, FedEx, etc.)	Cost plus 0%



CITY OF KETCHUM
 PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24078

To: 4924 S & C ASSOCIATES LLC BOX 2647 KETCHUM ID 83340	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
04/09/2024	BANCONA	BANCONA	Administration	0	

Quantity	Description	Unit Price	Total
1.00	SERVICE AGREEMENT 2024 01-4170-4200	10,000.00	10,000.00
1.00	IDAHO POWER ENCROACHMENT 03-4193-7190	15,000.00	15,000.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			25,000.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 15, 2024 Staff Member/Dept: Abby Rivin, Senior Planner Planning and Building Department

Agenda Item: Recommendation to approve FAR Exceedance Agreement #24906 for the 200 North Main Mixed-Use Development.

Recommended Motion:

"I move to approve and authorize the Mayor to sign FAR Exceedance Agreement #24906 with 200 North Main LLC."

Reasons for Recommendation:

- The applicant is proposing to develop a new 12,405-gross-square-foot mixed-use building, called 200 North Main, at the northeast corner of Main and 2nd Streets located within the Retail Core of the Community Core (CC-1 Zone). The 200 North Main Design Review Application File No. P23-049 and Conditional Use Permit Application File No. P23-049A were approved by the Planning and Zoning Commission on February 13, 2024.
The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus in exchange for community housing. Pursuant to condition of approval no. 3 of Design Review Application File No. P23-049, a FAR Exceedance Agreement between the applicant and the city to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.
Pursuant to Ketchum Municipal Code §17.124.040.B.2f1, community housing contributions may be fulfilled by constructing housing on site. The applicant has proposed mitigating the additional floor area by dedicating two on-site community housing units as deed-restricted rentals targeted for Blaine County Housing Authority Income Category 4.

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

Sustainability Impact:

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan.

Financial Impact:

None There is no financial request to the City of Ketchum for the application and therefore no budget implications.

Attachments:

- 1. 200 North Main FAR Exceedance Agreement #24906

**FAR EXCEEDANCE
AGREEMENT #24906**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 W 5 th Street, Ketchum, Idaho 83340
200 North Main LLC	"Owner"	1454 S Heron Pointe Lane, Eagle, Idaho, 83616

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and 200 North Main LLC, a limited liability corporation, the owner of the development project.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Owner.** Owner, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Owner desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Owner, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Owner's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Owner's development plan for purposes of allowable FAR and Owner voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Owner's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Owner's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Owner may withdraw from this Agreement upon thirty days notice to City provided that Owner has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Owner shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF APRIL 2024.

Owner

City of Ketchum, Idaho

Kenneth Paul Dudunakis
Managing Member
200 North Main LLC

Neil Bradshaw, Mayor

Owner

Attest:

Kristina Ann Dudunakis
Managing Member
200 North Main LLC

Trent Donat, City Clerk

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

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for said State, personally appeared KENNETH PAUL DUDUNAKIS, known to me to be a managing member of 200 NORTH MAIN LLC, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

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

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for said State, personally appeared KRISTINA ANN DUDUNAKIS, known to me to be a managing member of 200 NORTH MAIN LLC, and 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 _____

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

**200 NORTH MAIN
FAR EXCEEDANCE AGREEMENT 24906
EXHIBIT B
EXCEEDANCE AGREEMENT COMPLIANCE**

PROJECT: 200 North Main

APPLICATIONS: Design Review Application File No. P23-049
Conditional Use Permit Application File No. P23-049A

PROPERTY OWNER: 200 North Main LLC, Kenneth Paul Dudunakis & Kristina Ann Dudunakis,
Managing Members

REPRESENTATIVE: Michael Doty Associates, Architects

REQUEST: Final Design Review for the development of a new 12,405 gross-square-foot mixed-use building and Conditional Use Permit for a residential unit greater than 3,000 square feet as required by Interim Ordinance 1234.

LOCATION: 200 North Main Street
(Ketchum Townsite: Block 3: Lots 1)

ZONING: Community Core – Subdistrict 1 – Retail Core (CC-1)

BACKGROUND:

1. The applicant is proposing to develop a new 12,398-gross-square-foot mixed-use building, called 200 North Main (the “project”), at the northeast corner of Main and 2nd Streets (the “subject property”) located within the Retail Core of the Community Core (“CC-1 Zone”). As proposed, the project includes 2,979 square feet of restaurant space on the ground-level with frontage along both Main and 2nd Streets, six one-bedroom apartments ranging in size from 505 to 642 square feet on the second floor, and a penthouse on the third floor. Two of the apartments on the second floor will be deed-restricted community housing units for rent.
2. The subject property is located at 200 North Main Street within the Retail Core Subdistrict of the Community Core (“CC-1 Zone”). Multi-family dwelling units and food service establishments are permitted uses in the CC-1 Zone.
3. The subject property has an area of 5,503 square feet.
4. The proposed floor area of the project is 12,398 gross square feet.

5. The mixed-use building has a proposed Floor Area Ratio (FAR) of 2.25 (12,398 gross sf/5,503 sf subject property area).
6. The City of Ketchum Planning and Zoning Commission (the “Commission”) reviewed the 200 North Main Design Review Application File No. P23-049 and Conditional Use Permit Application File No. P23-049A during their meetings on December 12, 2023 and February 13, 2024. The applications were considered concurrently, and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission approved the 200 North Main Design Review and Conditional Use Permit applications on February 13, 2024 and adopted the Findings of Fact, Conclusions of Law, and Decision for the applications on March 12, 2024.
7. Pursuant to Condition of Approval No. 3 of Design Review Application File No. P23-049, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.
8. Pursuant to Condition of Approval No. 2 of Design Review Application File No. P23-049, the approval is based on the project plans dated January 17, 2024 and the information presented by the applicant at the February 13, 2024 Commission Meeting. The building permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.

EXCEEDANCE ANALYSIS

An increased FAR may be permitted subject to design review approval, and provided, that all conditions in Ketchum Municipal Code §17.124.040.B.2 are met.

Permitted FAR in Community Core Subdistrict 1 (CC-1)

Permitted FAR: 1.0

Permitted FAR with Community Housing: 2.25

200 North Main: Proposed FAR

Proposed Gross Floor Area: 12,398 square feet

Subject Property Area: 5,503 square feet

Proposed FAR: 2.25 (12,398 sf gross floor area/5,503 sf subject property area)

Increase Above Permitted FAR: 6,895 square feet

20% of Increase: 1,379 square feet

Net Livable (15% Reduction): 1,172 square feet

Community Housing Required in Exchange for FAR Increase: 1,172 square feet

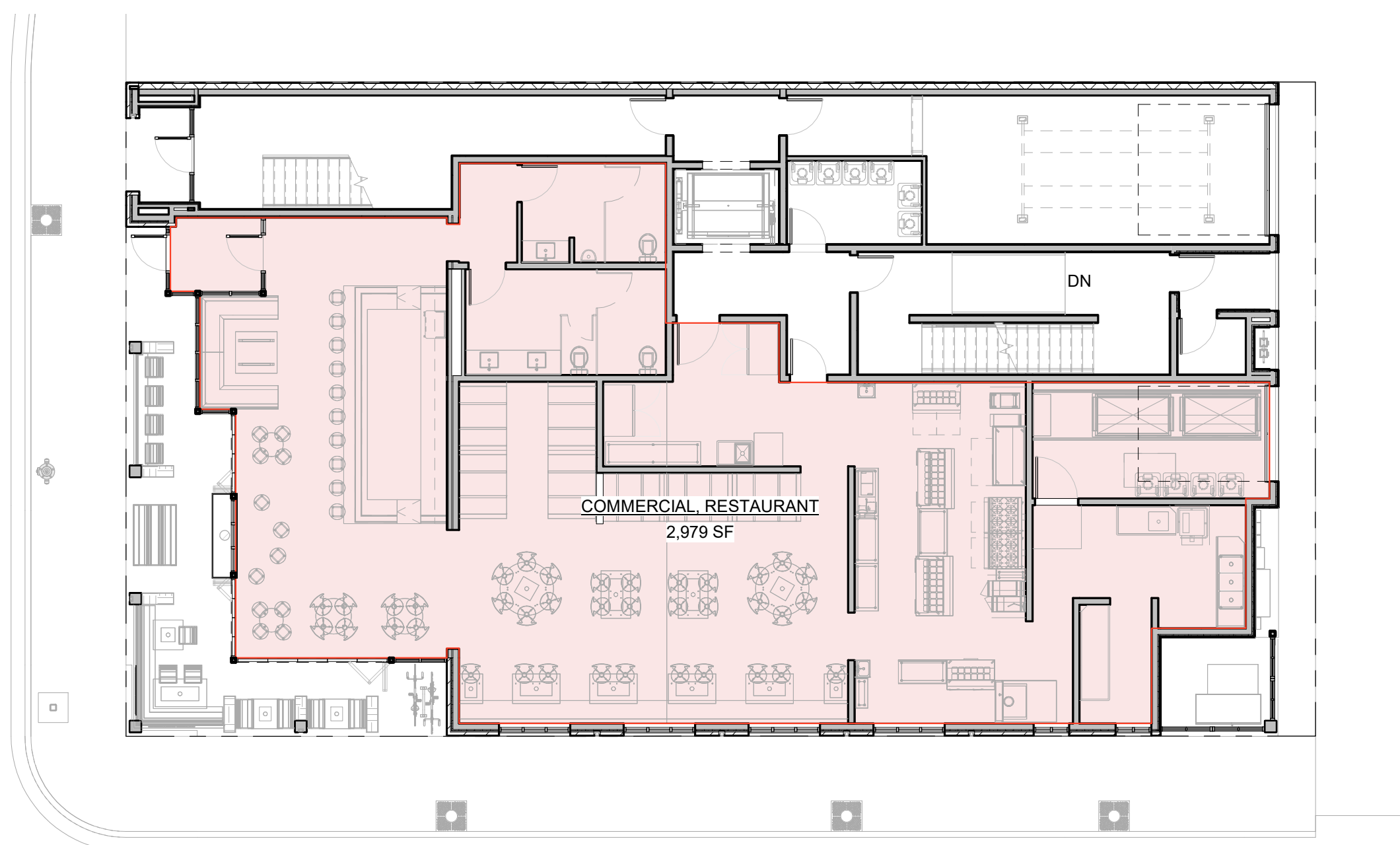
Proposed On-Site Community Housing: 1,292 square feet

200 North Main: Community Housing Contribution

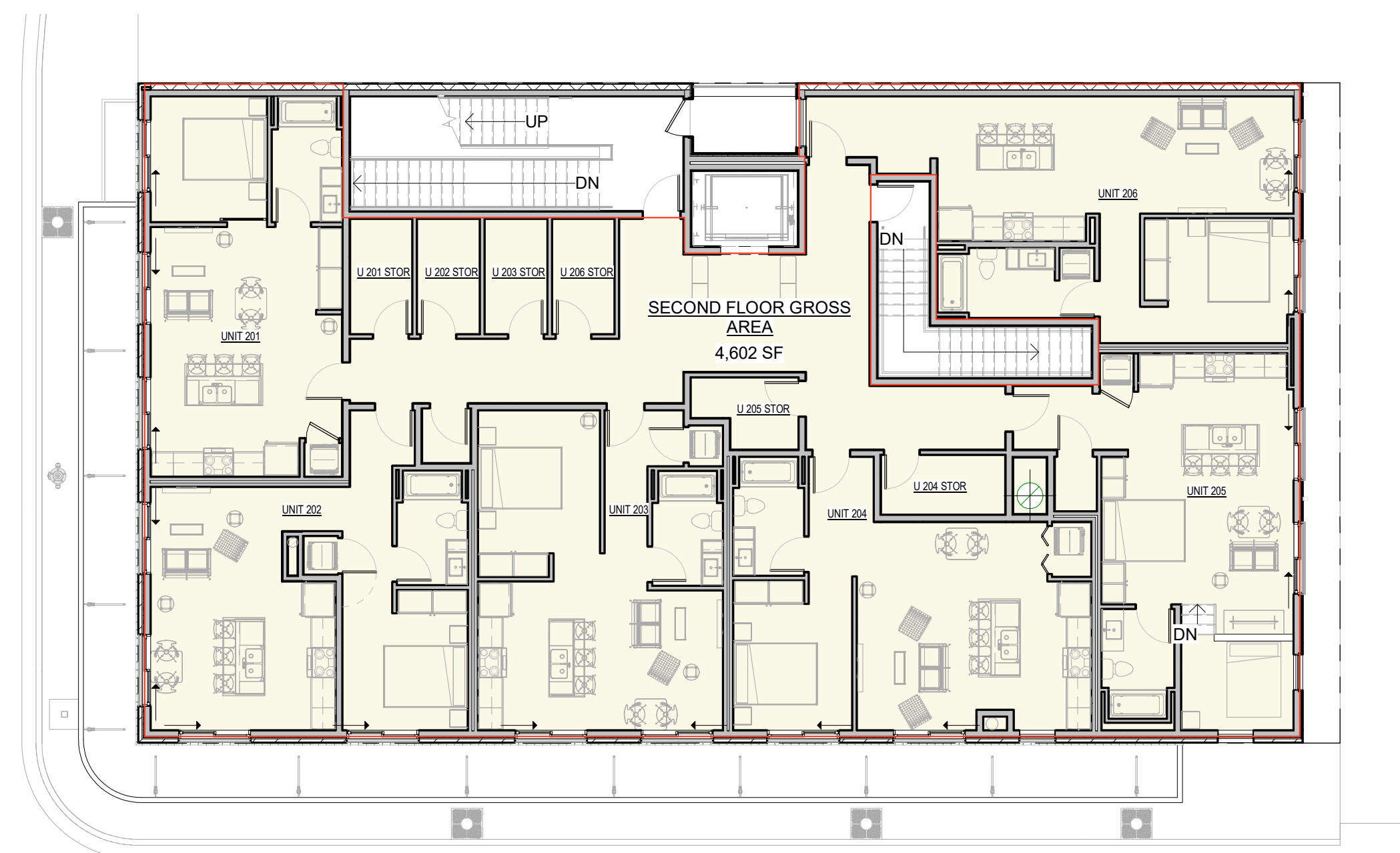
The applicant has proposed mitigating the additional floor area by providing two deed-restricted rentals on the second floor of the mixed-use building as shown on attached Sheet A-201 and Sheet A-202. Community Housing Unit 205 has a net-livable floor area of 555 square feet with an associated 45-square-foot detached storage area. Community Housing Unit 206 has a net-livable floor area of 642 square feet with an associated 50-square-foot detached storage area. The total floor area of the two community housing units and associated detached storage areas is 1,292 square feet.

The following conditions apply to the community housing contribution for the 200 North Main project:

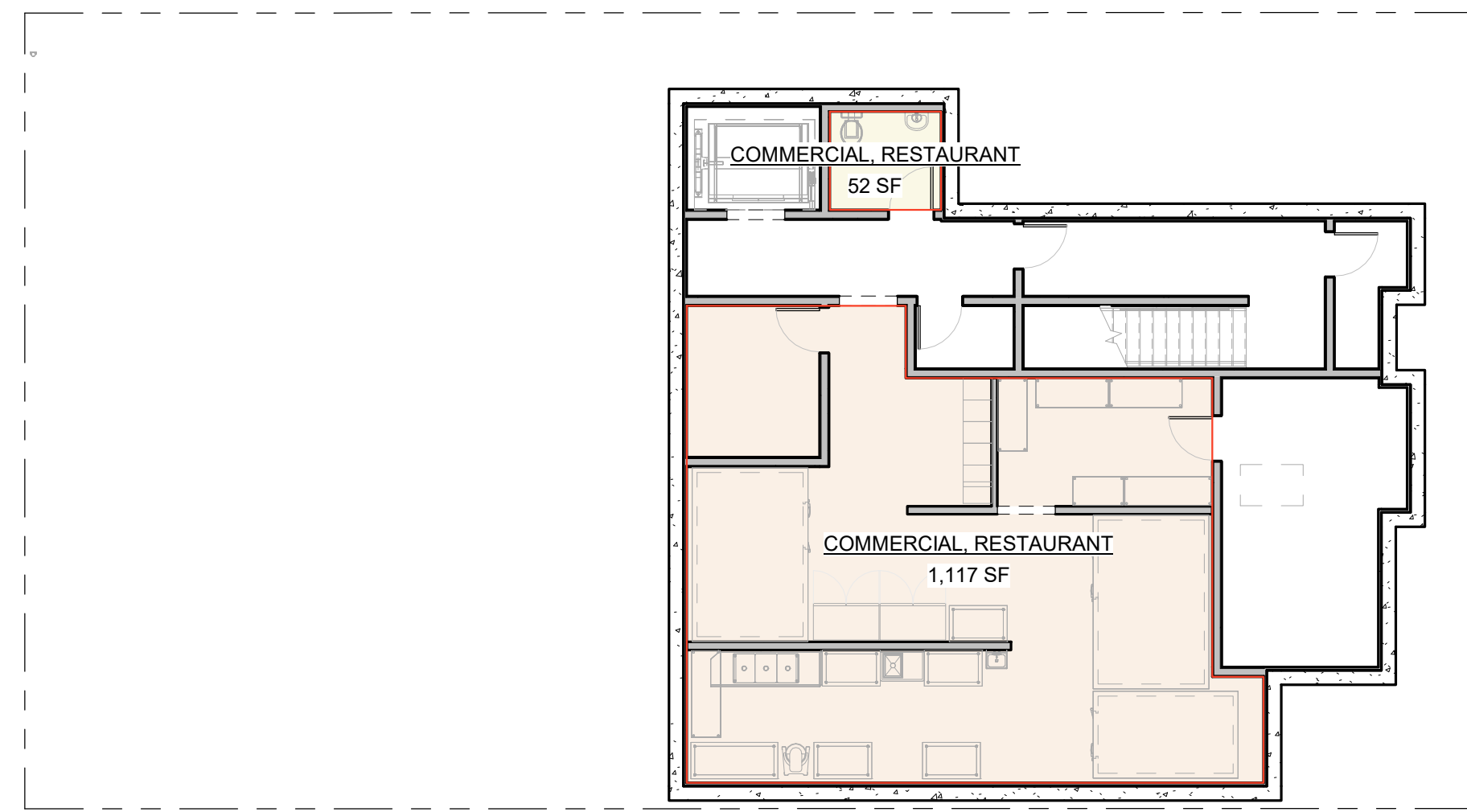
1. Provide two deed-restricted community housing rental units on the second floor of the mixed-use building as shown on attached Sheet A-201 and Sheet A-202. Community Housing Unit 205 has a net-livable floor area of 555 square feet with an associated 45-square-foot detached storage area dedicated to the unit. Community Housing Unit 206 has a net-livable floor area of 642 square feet with an associated 50-square-foot detached storage area dedicated to the unit. The total floor area of the two community housing units and associated detached storage areas is 1,292 square feet.
2. The community housing units shall be targeted for the Blaine County Housing Authority (BCHA) Income Category 4 or lower. The tenants chosen to occupy the community housing units shall be selected from the BCHA database of qualified households.
3. The community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the city for the project.
4. The deed covenant for the community housing units shall be recorded prior to Certificate of Occupancy for the mixed-use building.
5. If the total gross square footage of the project changes through building permit application review, a revised community housing contribution may be calculated using the methodology outlined above and approved by the Administrator. Substantial increases or decreases in square footage may require an amendment to this agreement at the discretion of the Administrator.



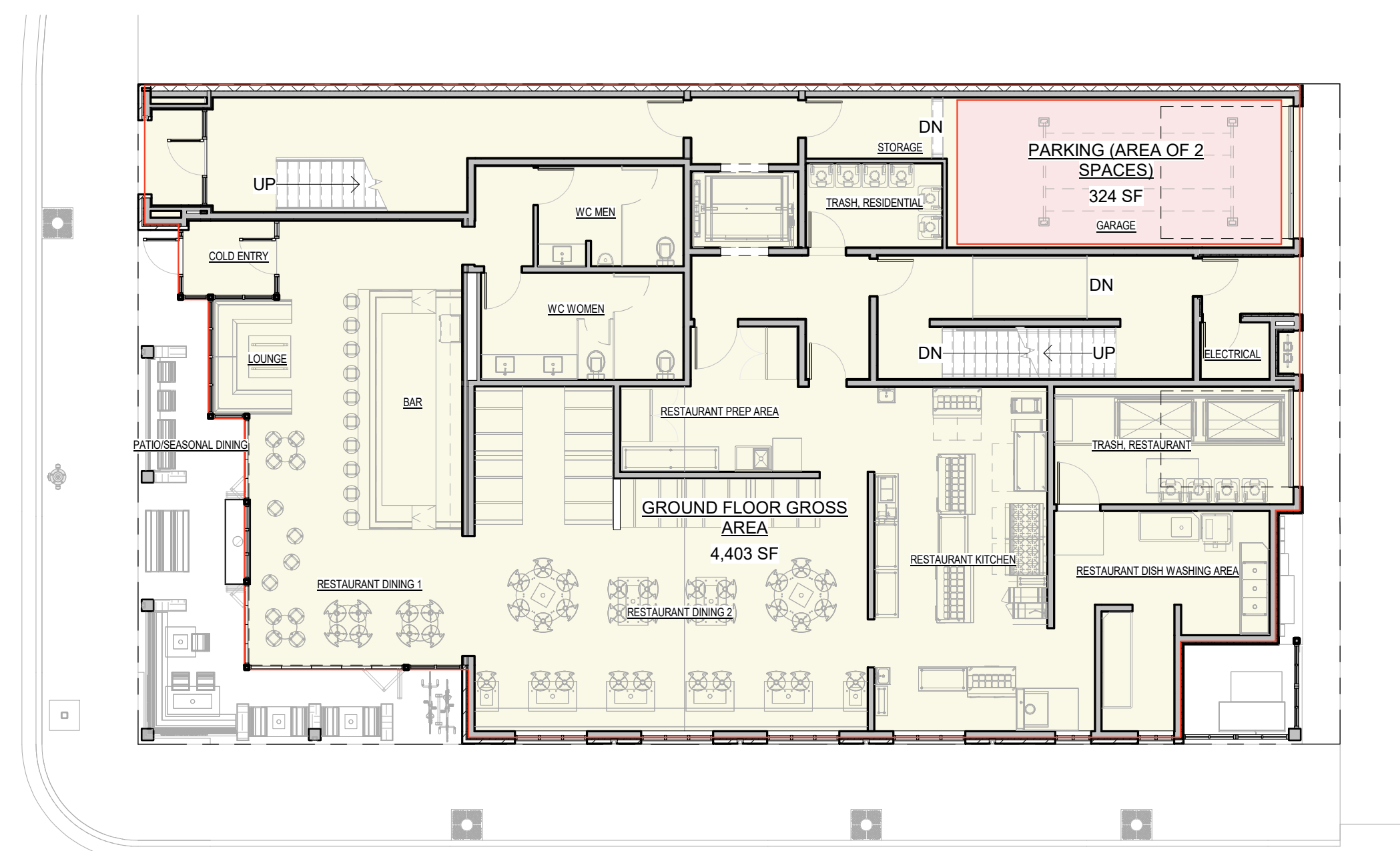
GROUND FLOOR PLAN - NET COMMERCIAL AREA
3/32" = 1'-0"



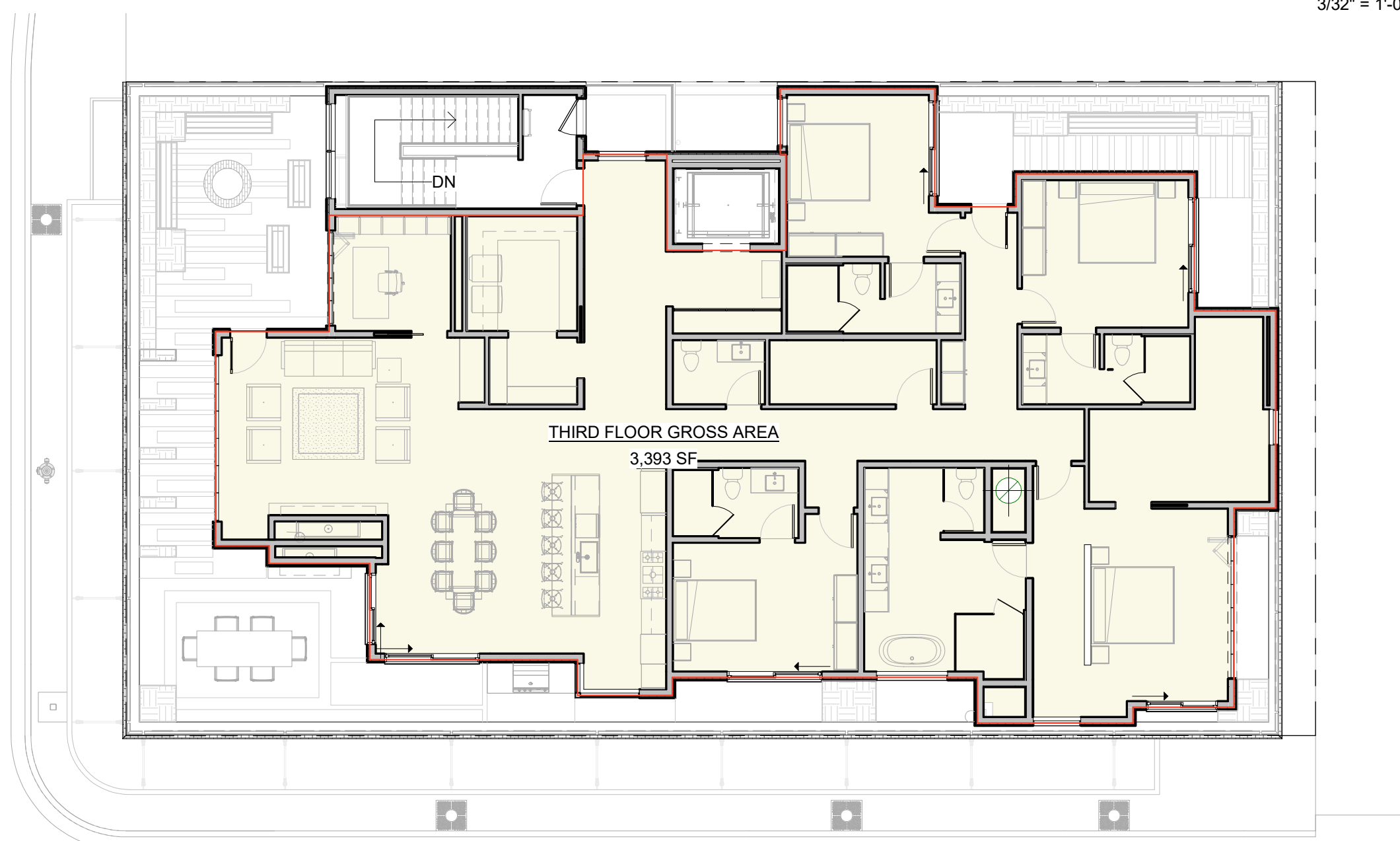
SECOND FLOOR PLAN - GROSS AREA
3/32" = 1'-0"



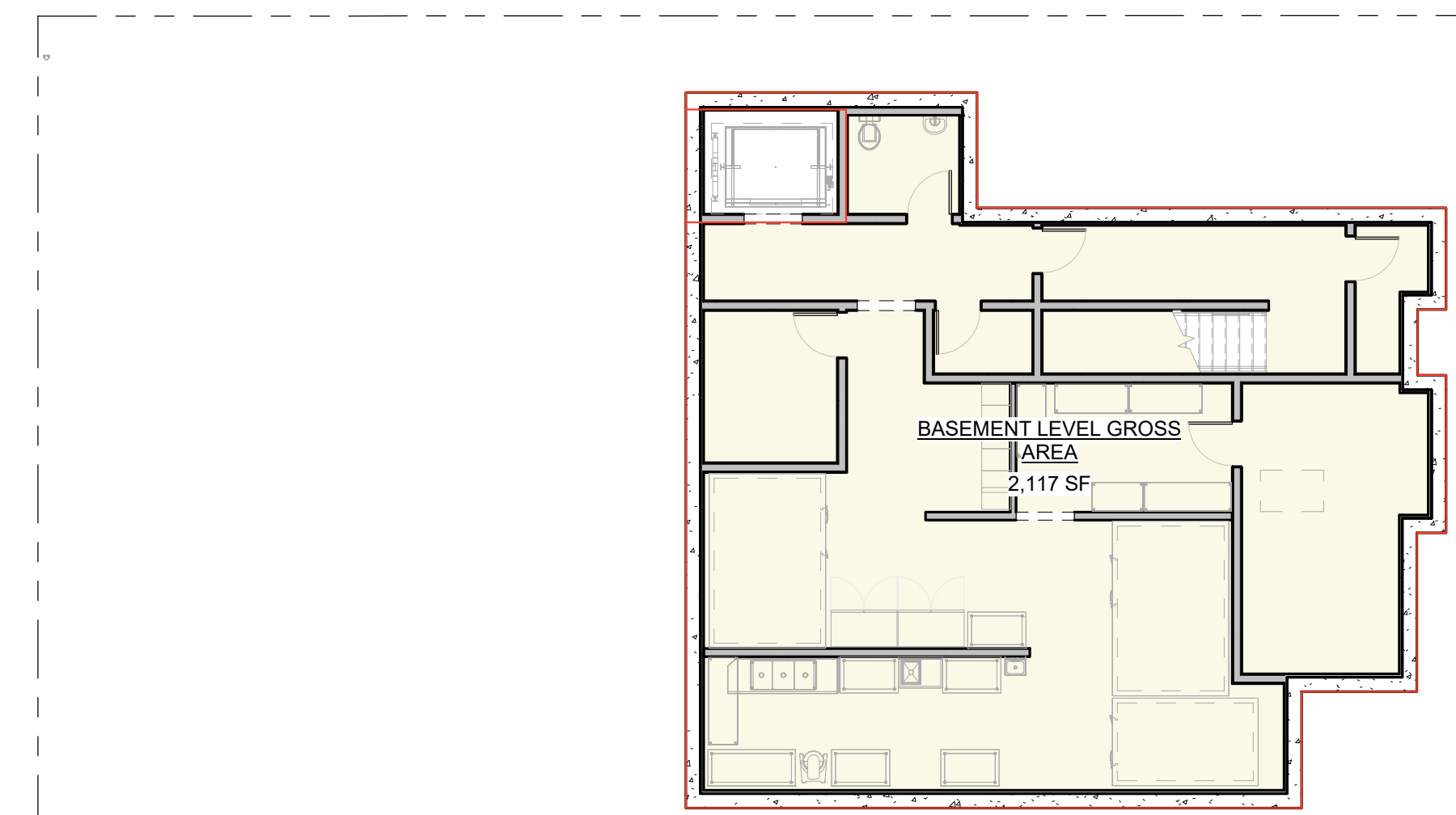
BASEMENT FLOOR PLAN - NET COMMERCIAL AREA
3/32" = 1'-0"



GROUND FLOOR PLAN - GROSS AREA
3/32" = 1'-0"



THIRD FLOOR PLAN - GROSS AREA
3/32" = 1'-0"



BASEMENT FLOOR PLAN - GROSS AREA
3/32" = 1'-0"

AREA SCHEDULE		
AREA NAME	AREA	NOTES
BASEMENT LEVEL GROSS AREA	2,117 SF	NOT INCLUDED IN TOTAL GROSS FLOOR AREA
	2,117 SF	
GROUND FLOOR GROSS AREA	4,403 SF	
PARKING (AREA OF 2 SPACES)	324 SF	SUBTRACTED FROM TOTAL GROSS FLOOR AREA
	4,727 SF	
SECOND FLOOR GROSS AREA	4,602 SF	
	4,602 SF	
THIRD FLOOR GROSS AREA	3,393 SF	
	3,393 SF	
TOTAL FLOOR AREA	14,839 SF	

AREA SCHEDULE - GROSS - FAR		
AREA NAME	AREA	LEVEL
GROUND FLOOR GROSS AREA	4,403 SF	GROUND LEVEL
	4,403 SF	
SECOND FLOOR GROSS AREA	4,602 SF	SECOND FLOOR
	4,602 SF	
THIRD FLOOR GROSS AREA	3,393 SF	THIRD FLOOR
	3,393 SF	
TOTAL GROSS FLOOR AREA*	12,398 SF	

*PER CITY OF KETCHUM DEFINITION: FLOOR AREA, GROSS

AREA SCHEDULE - NET - COMMERCIAL		
AREA NAME	AREA	LEVEL
COMMERCIAL, RESTAURANT	1,117 SF	BASEMENT LEVEL
COMMERCIAL, RESTAURANT	52 SF	BASEMENT LEVEL
	1,169 SF	
COMMERCIAL, RESTAURANT	2,979 SF	GROUND LEVEL
	2,979 SF	
TOTAL NET/COMMERCIAL FLOOR AREA	4,148 SF	

FLOOR AREA RATIO

BUILDING GROSS AREA
TOTAL FLOOR AREA LESS BASEMENT, LESS AREA OF 2 PARKING SPACES
12,398 SF

FAR
DIVIDE BUILDING GROSS AREA BY LOT AREA
 $12,398 \div 5,503 =$
2.25 FAR

ORDINANCE 1234, MINIMUM RESIDENTIAL DENSITY

MINIMUM HOUSING DENSITY
DIVIDE NET COMMERCIAL AREA BY BUILDING GROSS AREA =
 $4,148 \div 12,398 =$
33%
3 RESIDENTIAL UNITS REQUIRED
7 RESIDENTIAL UNITS PROVIDED
4 RESIDENTIAL UNITS OVER MINIMUM

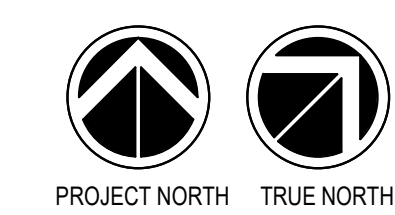
ORDINANCE 1234, GROUND FLOOR COMMERCIAL AREA RATIO

GROUND FLOOR NET COMMERCIAL AREA
2,979 SF
GROUND FLOOR GROSS AREA
4,403 SF
GROUND FLOOR COMMERCIAL AREA RATIO
DIVIDE GROUND FLOOR NET COMMERCIAL AREA BY GROUND FLOOR GROSS AREA
 $2,979 \div 4,403 =$
68% OF GROUND FLOOR AREA IS COMMERCIAL
13% OVER MINIMUM 55%

INCLUSIONARY HOUSING INCENTIVE CALCULATION

BUILDING GROSS AREA OVER 1.0 FAR
 $12,398 \text{ SF} - 5,503 \text{ SF} (1.0 \text{ FAR}) = 6,895 \text{ SF}$
REQUIRED AREA OF DEED RESTRICTED HOUSING
 $6,895 \text{ SF} \times 20\% = 1,379 \text{ SF}$
 $1,379 \text{ SF} - 15\% (\text{NET LIVABLE}) = 1,172 \text{ SF}$ REQUIRED AS DEED RESTRICTED
COMMUNITY HOUSING DESIGNATION FOR INCOME CATEGORY 4
UNIT 205 (600 SF) + UNIT 206 (692) = 1,292 SF DEED RESTRICTED PROVIDED

PROPOSED FLOOR PLANS - AREAS AND AREA COMPLIANCE CALCULATIONS

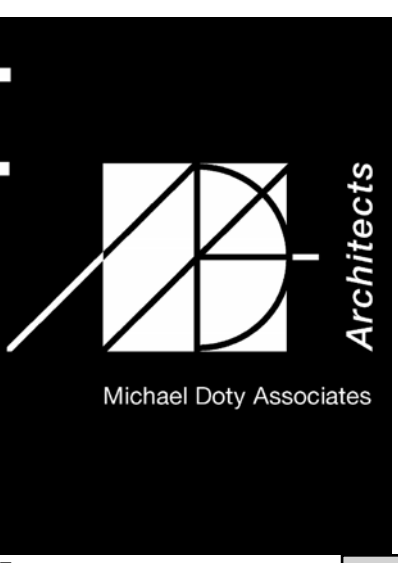


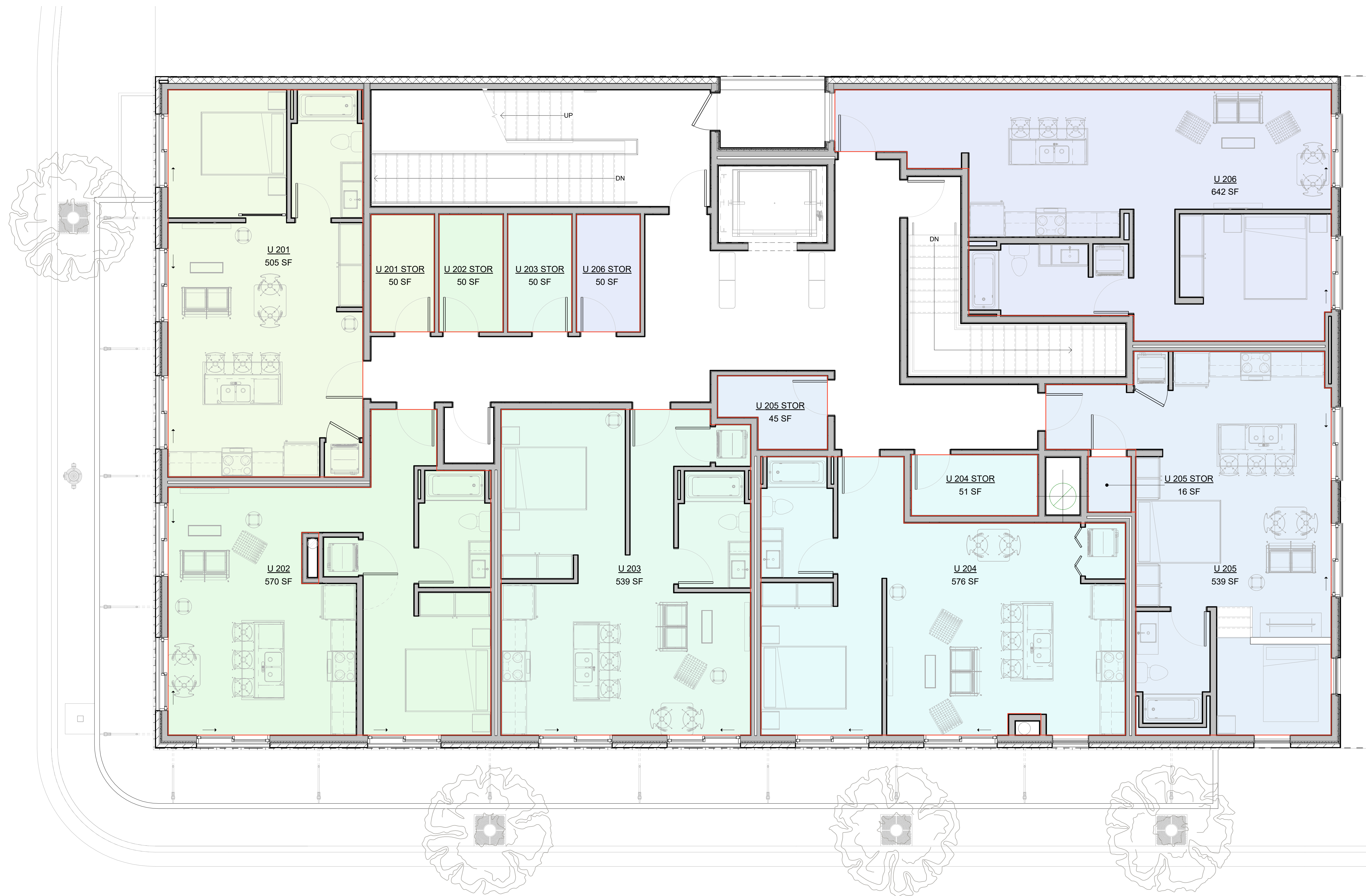
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200 NORTH MAIN

200 N. MAIN ST.
KETCHUM, ID 83340

DESIGN REVIEW 2
1/17/2024

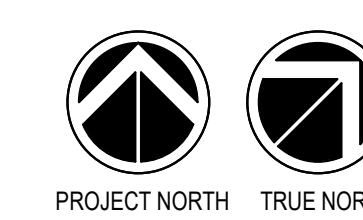




AREA SCHEDULE 2ND FLOOR RESIDENTIAL UNITS	
NAME	NET AREA
U 201	505 SF
U 201 STOR	50 SF
	555 SF
U 202	570 SF
U 202 STOR	50 SF
	620 SF
U 203	539 SF
U 203 STOR	50 SF
	589 SF
U 204	576 SF
U 204 STOR	51 SF
	627 SF
U 205	539 SF
U 205 STOR	45 SF
U 205 STOR	16 SF
	600 SF
U 206	642 SF
U 206 STOR	50 SF
	692 SF
2ND FLOOR TOTAL	3,683 SF

PROPOSED SECOND FLOOR PLAN - NET UNIT AREAS

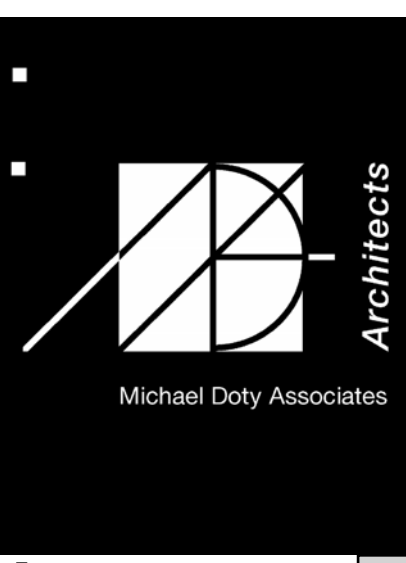
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200 NORTH MAIN

200 N. MAIN ST.
KETCHUM, ID 83340

DESIGN REVIEW 2
1/17/2024





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- With the completion of City approved Task Order Three, which took this project to the 100% design milestone and various adjustments to project execution strategy, Task Order 4 includes scope for contract finalization, design during construction as well as construction and project management services.
- This should serve as the final Jacobs task order for the Main St Project and includes close-out services at the end of the project

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

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="Purchase Order amendment is for NTE amount of \$505,000. Adequate funds exist within the Main St Rehab account."/>
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Attachments:

- | |
|---|
| <input type="text" value="1. Jacobs TO4 – Scope of Services – Construction Management Services April 12 2024"/> |
| <input type="text" value="2. Amended Purchase Order for Jacobs Engineering #24066"/> |

**Task Order No. 4: _Amendment 3 (24066) to Main Street Rehabilitation – River Street to
10th Street CONSTRUCTION MANAGEMENT SERVICES**

Effective Date: _____

This Amendment is entered into on the effective date noted above pursuant to the "Master Professional Services Agreement" (#22841) between the City of Ketchum ("Client") and Jacob Engineering Group Inc. ("JACOBS"), dated April 12, 2023 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Task Order. However, in case of conflict, the terms of the Agreement shall control.

Services Authorized

Client authorizes JACOBS to perform the Services described in Task Order 4, Amendment 3 – Scope of Services: Construction Management Services, attached hereto and incorporated herein.

Pricing

\$505,000 including:

Jacobs - \$455,000

GGLO - \$50,000

Time and Expense per Attached Scope.

Schedule as outlined in Scope below.

JACOBS ENGINEERING GROUP INC.

CITY OF KETCHUM, IDAHO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Task Order 4

Amendment 3 (24066) - Scope of Services

CONSTRUCTION MANAGEMENT SERVICES

Main Street Rehabilitation – River Street to 10th Street

This 3rd Amendment will cover the effort necessary to provide Additional Services associated with the Construction Management (CM) Services and Design Services During Construction (SDC) for the Main Street from River Street to 10th Street Project. The work covered by this proposal will be executed in alignment with the most current Project Execution Plan which includes decision-making, cost sharing/reimbursement, communication, and conflict resolution. The task order begins after the Bid Opening on March 21, 2024, and extends through construction completion and project close-out, estimated to be end of December 31, 2024. GGLO is included in this Amendment as a subconsultant to provide Streetscape and Art/History design support during construction. GGLO's scope of work is attached at the end of this document.

Task Order Team:

Program Manager: Betsy Roberts
Design Quality Manager: Heather Carroll
Program Construction Manager: Travis Casch
Principal In Charge: John Barker
Design Services During Construction (SDC):
 Engineer of Record: Mateo Franzoia
 Engineering Design Support: Chuck Guthrie
 Jr Engineer - Financial Support: Corey Glassey
Construction Management (CM):
 Sr. Construction Manager: Dale Wilson
 Resident Project Representative: Steven Peters

Project Assumptions:

1. The Construction Contractor will be responsible for developing, applying for, and submitting a final Stormwater Pollution and Prevention Plan (SWPPP) to the Idaho DEQ, as necessary.
2. All work will be located within existing right-of-way or within an easement secured by the City.
3. Specifications for trees, tree cells, grates, light poles, and other street furnishings will be specified by GGLO and incorporated into the construction documents.

4. Technical specifications will follow ITDs standard specifications and format. Additional specifications will be provided as needed for special engineering construction items (Jacobs) and streetscape portion of work (provided by GGLO).

TASK 1 – Contracting, Partnering and Preconstruction

This task covers the Contracting, Partnering and Preconstruction Meetings for an opportunity to communicate requirements and expectation of the Main Street from River Street to 10th Street Project during construction:

SUBTASK 1.1. Partnering Meeting

Objectives:

- Establish an understanding of goals for each party (City of Ketchum, Jacobs, GGLO, Construction Contractor) associated with the Work defined in the Contract Documents and identify method for reaching those through a mutually beneficial process.
- Support the development of strong relationships at all levels between the Cities, Jacobs Design and Construction Management teams, and the Contractor.
- Develop a method for progress check-in and issues resolution.
- Foster a collaborative, proactive, and open atmosphere among team members.
- Create a safe environment for speaking up and identification of issues.

Activities:

- There will be one Partnering Meeting held in Ketchum that is anticipated to take up to 2 hours. Effort for this activity will include preparation time and review and collaboration of the Task Order Team.
- The Program Manager and Program Construction Manager will facilitate bi-weekly check-ins with the Executive Committee to confirm that project team members are meeting the expectations established during the Partnering Meeting. If follow up meetings are required to respond to concerns before they become issues, these will be conducted via conference call as appropriate to the situation. A section on the status of Partnering will be provided in the Monthly Progress Report.

Assumptions:

1. Up to 7 Jacobs staff will attend; anticipated attendance includes Program Manager, Principal in Charge (as Facilitator), Program Construction Manager, Sr. Construction Manager, Resident Project Representative, Engineer of Record, and Design Engineer.
2. Meeting notes, established goals, and project charter will be prepared by the Jacobs team and reviewed by all members present at the Partnering Meeting. A signature page will also be developed for all partners to sign.
3. Partnering Meeting will be held in conjunction with the Preconstruction Meeting to reduce labor and travel expenses.
4. Travel expenses to cover rental cars, fuel, and lunch are included in this task.
5. Level of Effort in fee estimate for Partnering follow up meetings is based on 11 one-hour conference calls conducted approximately bi-weekly during the Construction Season, to be attended remotely by Program Manager and Program Construction Manager.

6. Effort is dependent upon open, engaged participation from the following individuals:
 - City of Ketchum: Project Manager - Ben Whipple
 - Contractor: Regional Operations Manager, Project Manager & Superintendent

Deliverables:

1. Meeting notes
2. Project Charter

SUBTASK 1.2. Preconstruction Meeting

Objective: Purpose of the meeting is to provide all stakeholders (internal and external) with a summary-level understanding of the upcoming project and identify critical coordination items.

Activities:

- Develop agenda, invite attendees, facilitate meeting, and prepare notes for distribution.
- The preconstruction Meeting generally includes project-focused City staff, Jacobs Design and Construction Management teams, the Contractor Superintendent and Foreman, utility representatives, and impacted business or property owners.

Assumptions:

1. Meeting will take place on site and is estimated to be 1 hour. Meeting will be held in conjunction with the Partnering meeting to minimize labor and travel costs.
2. Jacobs' Design Engineer will facilitate the meeting. Up to 4 Jacobs staff will attend; anticipated attendees include Design Engineer, Sr. Construction Manager, Program Manager, and Resident Project Representative.
3. Meeting notes will be prepared and shared with all in attendance.
4. Travel expenses to cover hotel and dinner are covered in this task; other travel expenses are included in the Partnering Meeting task.
5. Jacobs to provide draft list of attendees, City to review and confirm attendees.

Deliverables:

1. Draft Attendee List
2. Meeting Invitation and Agenda
3. Meeting notes

SUBTASK 1.3. Contracting Support

Objective: As part of the Conformed Drawings approach to bid and construction, modifications to the Agreement are developed to match changes made during the Conformed Drawings workshop.

Activities:

- Conduct Conformed Drawings Workshop – this workshop is conducted with the Contractor to identify and advance value engineering concepts, adjust items to reflect contractor approach, etc.

- Update Agreement form and corresponding contract documents as needed to reflect changes developed during the Conformed Drawings workshop. This workshop includes a value engineering approach which often results in changes.
- Develop a RFP for third party Materials Testing meeting ITD standards to select a materials testing firm to be contracted directly to the City for the duration of the project.

Assumptions:

1. Assume up to 6 Jacobs staff in attendance at Workshop for up to 4 hours. Effort includes workshop preparation and facilitation.

Deliverables:

1. Updated Agreement Form ready for execution by City and Contractor
2. Updated corresponding contract documents to support changes
3. Draft RFP for Materials Testing for City use in selecting a consultant team

TASK 2 – Design Services During Construction (SDC)

Objective: Complete design for which final owner decisions have not been made and provide engineering support during construction consisting of interpretation of drawings, response to differing field conditions requiring design modification, and other design related reviews and evaluations. Work with City staff for Council and public involvement.

Activities:

- Completion of design for pending elements includes items such as:
 - 5th St Infill decisions and final design (new or existing wall, trees, pavers, etc.)
 - 2nd St conduct structural engineering for design (had anticipated Frost was doing this)
 - ITS – work with City to make final selection on control products for signals
- Support City staff for presentations to Council and public.
- Permanent and temporary construction easement coordination.
- Reviewing and tracking submittals.
- Participation in Weekly Construction Meetings
- Coordination with Contractor’s surveyor (providing electronic drawing files).
- Replying to Requests for Information (RFIs) and clarifications. Provide drawings or sketches to support both when needed.
- Support for requests for quotation (RFQ).
- Work Change Directive (WCD) assistance.
- Change Order (CO) support.
- Creating record drawings at project closeout.

Assumptions:

1. City will provide final decisions on remaining items to be designed in a timely manner.
2. Presentation support assumes up to 6 hours of support for 4 events
3. Submittals will be collected and maintained by the Resident Project Representative. Resident Project Representative will review submittals for general conformance with contract

documents and distribute to Design Engineer. Design Engineer will review Submittals to determine if they are:

- Approved and meet contract document requirements or,
 - Rejected and do not meet contract documents. Initiating a Revise and Resubmit.
4. Estimated number of submittals is 40. Resident Project Representative will log, track, and distribute submittals at 1 hour per submittal. Design Engineers will review 30 submittals at 1 hour each and 10 submittals at 30 minutes each (total of 35 hours). Below is a list of anticipated submittals:
- Aggregates – concrete, asphalt (est. 6)
 - Asphalt mix designs (est. 2)
 - Concrete mix designs (est. 4)
 - Catch Basins – boxes & grates (est. 2)
 - Pipe Material (est. 3)
 - Pipe Fittings (est. 5)
 - Trench Backfill (est. 2)
 - Import Material (est. 3)
 - CLSM (est. 1)
 - Drain Rock (est. 2)
 - Drywall Materials (est. 3)
 - Truncated Domes (est. 1)
5. Estimated number of RFIs is 40. Assume 2 hours per RFI for Design Engineer, 0.5 hours per CADD tech. Program Manager will have estimated 0.5 hours per RFI to provide City Engineer review and perspective. Document Controls Lead will have estimated 0.5 hours per RFI to log, distribute and track.
6. Sr. Construction Manager will provide lead effort on change orders, work change directives, and requests for quotation such that the effort for Design Engineers does not exceed 90 hours and 12 hours for CADD tech and Document Control Lead. Program Manager time will be included at 10 hours total.
7. Design Engineer and Program Manager are expected to make 5 Site visits to assist with issue resolution onsite periodically, estimated at 8-hrs each including travel time.
8. Develop Record Drawings
- Resident Project Representative will coordinate the development and maintenance of project notes throughout construction process and will coordinate with Contractor's notes to provide final mark-up set to Design Engineers for use in Record Drawing development.
 - Electronic as-built/record drawings will be created by Design Engineers. Record drawings will be produced by the end of the calendar year and assumes 1 hour/sheet for plan views and 15 min for general and typical section sheets – for a total anticipated effort of 75 hours.
 - Record drawings will be prepared based on information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact way the project was constructed. Jacobs is not responsible for any errors or omissions in the information provided by others incorporated into the record drawings.

9. Coordination with Contractor's surveyor is limited to answering questions and providing electronic information for construction staking only (16 hours for Design Engineer).
10. Services are subject to Article 9 in the MSA

Deliverables:

1. Submittal review logs and documentation
2. Record Drawings

TASK 3 – Construction Management and Observation

Construction Management has been broken down into the following functions:

- Construction Contract Administration
- Quality Management and Observation

Jacobs is proposing to provide one part-time Sr. Construction Manager to mostly fill the Construction Contract Administration role. For the Quality Management and Construction Observation roles, Jacobs is planning to provide one full-time Resident Project Representative.

SUBTASK 3.1. Construction Contract Administration

Objective: Successful administration of the Construction Contract and Quality Management processes, resulting in effective administration of the construction contract.

Activities:

- Manage communications and issue escalation process.
- Review Contractor schedules and track progress relative to Contract Milestones.
- Develop Project Health, Safety & Environment Plan (PHSEP) for project and site review by Jacobs Regional Health and Safety Representative.
- Provide Daily Roadwork Activities email to City of Ketchum, Project Team, and other important stakeholders in the community.
- Lead Weekly Construction Progress meetings and provide meeting documentation/notes.
- Manage Submittal process.
- Initiate Requests for Information (RFIs) and clarifications to the Contract Documents as appropriate.
- Create and distribute Change Orders. Recommend to the Owner Change Orders, as appropriate, and coordinate with Design Engineers.
- Review and process Pay Applications.
- Receive, review and transmit Contractor's Completion Documents to City of Ketchum.
- Promptly after Contractor considers the Work ready for its intended use, Jacobs will facilitate a walkthrough, in company with City of Ketchum and Contractor, to determine whether the Work is substantially complete based on the Contract Documents. If the Work to be substantially complete, a certificate of Substantial Completion will be delivered to City of Ketchum and Contractor.

Assumptions:

1. Duration is assumed to be 28 weeks (mid-April through mid-October) at 8 hours/week.

2. Hourly assumption for RFI's, Change Orders, Pay Apps etc. are not specifically identified for the Construction Management team in the field, because they are assumed to be full time on-site staff, and the effort will be absorbed into their day.

Deliverables:

1. Weekly Meeting Minutes
2. RFIs
3. Change Orders
4. Pay Applications
5. Certificate of Substantial Completion

SUBTASK 3.2. Quality Management and Observation

Objective: Successful administration of the Quality Management and Observation processes, resulting in effective observation and monitoring of construction contractor's work and progress and efficient communication, elevation, and resolution of issues.

Activities:

- Assist in the selection of an independent testing laboratory to perform Testing Services.
- Make regular visits to the Project Site to observe construction progress.
 - Observations are not intended to be exhaustive or to involve detailed inspections of the Work in progress, but rather are to be limited to spot checking and general observation of the Work based on professional judgment to confirm general compliance with design.
 - Sr. Construction Manager and Resident Project Representative to recommend Work be rejected if such Work is defective under the standards set forth in the Contract Documents. Defective work being either unable to produce a completed Project that conforms to the Contract Documents or jeopardizing the integrity of the Project as a whole.
- Respond to Contractor in field to provide construction document clarification where possible or elevate question/issue to Sr. Construction Manager and Design Engineers.
- Work with Contractor to resolve potential quality challenges in the field. Identify issues pertaining to quality, timing, public interaction, or other potential issues and elevate to Resident Project Representative for timely resolution.
- Administer consistent, methodical, and proactive approach to observation and monitoring of quality requirements, resulting in Contractor's work generally meeting project's technical requirements.
- Resident Project Representative will work closely with Sr. Construction Manager, Program Construction Manager, Design Engineers, and Program Manager to ensure communication is fluid between all parties.

Assumptions:

1. Duration is assumed to be 28 weeks (mid-April through mid-October) at 45 hours/week.
2. City of Ketchum to provide office space, as required, for Construction Management team with:
 - Secure location for storage of project equipment
 - Internet Access and connection to functioning printers and copiers.

3. Travel, per diem, and housing expenses are included in the Task Order costs.
4. Review of all shop drawings, samples, and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from their responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free of errors, inconsistencies, or omissions.
5. City of Ketchum will assign a Construction Project Manager to act as single point of contact to expedite decision-making throughout Construction duration.
6. The use of the term "inspection" in relation to Jacobs services is synonymous with "construction observation" and means performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in general conformance with the Contract Documents; and notifying the City if Work does not generally conform to the Contract Documents or requires special inspection or testing.
7. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

Deliverables:

1. Materials Testing Reports
2. Daily field notes upon completion of observations.
3. Photos during construction.

TASK 4 -Project Management

Objective: Successful management of this specific Construction Management and SDC Task Order and successful coordination of invoicing consistent with cost sharing agreement between City of Ketchum and ITD.

Activities:

- The Project Manager will coordinate closely with the Jacobs team to monitor outstanding issues, schedule impacts, construction concerns, and to ensure adherence to the PXP and Team Charter by all partners. Clear, concise communication and proactive culture is essential for project success
- Project Manager will provide updates for the Monthly Progress as part of the invoice.
- Project Manager will work closely with Program Construction Manager, Sr. Construction Manager, and Resident Project Representative to support successful construction management.

- Lead development of the Construction Management and SDC Task Order to ensure Scope of Work is reflective of decisions made and is prepared in a timely manner for Council approval.
- Managing task order budgets, invoicing, task order quality management, and change management. The Project Manager will coordinate closely with the Program Manager to provide updates for the Program Manager's Monthly Progress Report and communicate Construction Management status overall. Project Manager will work closely with Onsite Construction Inspector to support contract administration needs and to push issue escalation to resolution when required.

Assumptions:

1. Duration is assumed to be 9 months (April through December)
2. Bi-Weekly site visits by Project Manager will be conducted during the construction phase to work with team in the field and observe progress and team interaction first-hand, 8 site visits total estimated at 8 hours each including travel time.
3. Monthly invoice coordination with Program Manager (2 hours per invoice) to ensure invoicing is in alignment with cost sharing agreement between City of Ketchum and ITD.

Deliverables:

1. Invoice information provided as part of Program Manager overall invoices.
2. Information for Monthly Progress Reports
3. Notes from meetings or decision points as appropriate.

PERIOD OF PERFORMANCE: March through December 2024

COMPENSATION:

Total Project Fee Design:

Jacobs - \$455,000

GGLO - \$50,000

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

ATTACHMENTS:

1. There is one attachment covering scope of work for GGLO.

Attachment C to PSA #148050820 between GGLO and Jacobs – Amendment for Construction Management Services for Ketchum Main Street

Date: March 18, 2024

Project: City of Ketchum (COK): Main Street Rehabilitation – Construction Management

GGLO Project 2023116; Jacobs Project W3Y18400

Project Description:

This scope of work is for construction observation and continued design support for the pedestrian realm of Main Street/Hwy 75 from River Street to 10th Street. Elements include street trees and silva cells, sand set pavers, ornamental pedestrian lights, site furnishings (benches, bike racks, trash/recycle receptacles), signage/wayfinding.

Scope of Services

Ongoing Design Support

Tasks Include:

- Final finish and detail confirmation for City of Ketchum direct purchase and installed site furnishings, including summary package of selections.
- Preliminary design for 5th street sidewalk extension and sidewalk along west side/down slope of Backwoods.
- Continued iterations and documentation support for property Owner conversations.
- (2) Additional meetings with Arts & History working group.
- Project Management & Administration.

Deliverables: Updated Design Package (11x17 electronic pdf)

- Site Furnishings and Finishes Package
- Updated Arts & History Package

Construction Observation

Tasks Include:

- Submittal Review for Contractor provided items (topsoil, irrigation, silva cells, pavers, and street trees) – up to 2 rounds per submittal.

- Materials Review for City of Ketchum provided items (ornamental pole mounted pedestrian lights, benches, bike racks, trash receptacles, planters).
- Review of street trees at the nursery for quality control prior to planting.
- Respond to RFI's.
- Provide Addenda and ASI's.
- Construction Site Observation Visits (up to 8).
- Punch list walk through at substantial completion.

Reimbursable Expenses

Include:

- Travel (gas, mileage)
- Hotel
- Printing and Mounting
- Meals

Compensation and Timeline:

Task	Terms	Fee	Timeline
Ongoing Design Support	T&M (Estimated, hourly; Not to Exceed)	\$16,000	April – June 2024
Construction Observation	T&M (Estimated, hourly; Not to Exceed)	\$32,000	April – October 2024
Reimbursable Expenses	T&M (Estimated; Not to Exceed)	\$2,000	
Total		\$50,000	



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24066

To: 5737 JACOBS ENGINEERING GROUP, INC. PO BOX 5018713 ST LOUIS MO 63150-8713	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
02/16/2024	KCHOMA	KCHOMA		0	

Quantity	Description			Unit Price	Total
1.00	MAIN STREET REHABILITATION	03-4193-7135	713501	307,640.00	307,640.00
1.00	MAIN STREET REHABILITATION	03-4193-7135	713502	34,000.00	34,000.00
1.00	TO4 CONSTRUCTION SERVICES ROAD	03-4193-7135	713501	273,000.00	273,000.00
1.00	TO4 CONSTRUCTION SERVICES PED	03-4193-7135	713502	232,000.00	232,000.00
SHIPPING & HANDLING					0.00
TOTAL PO AMOUNT					846,640.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the street closure for the Community Library’s Hemingway Distinguished Lecture on July 31, 2024.

Reasons for Recommendation:

- The city supports community events and opportunities to highlight our culture and history.
- The proposed 4-hour closure of half a block on 4th Street between Walnut Avenue and the alleyway to the east, will cause minimal traffic disruptions and does not conflict with the Main Street construction detours.
- The requested street closure is classified as a “non-designated” event street closure, meaning it must be approved by the City Council.

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

The Community Library has produced its Hemmingway Distinguished Lecture event each summer for many years. The talk takes place outside, mostly on the Library’s private property. To accommodate extra seating for the popular event, they place chairs on the closed sidewalk area and street on the southwestern side of their building. They are proposing the same street closure and site plans as years before. No known issues have been reported from their prior events.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. 7-31-24 Hemingway Lecture Event Application



OFFICIAL USE ONLY
Event Name
Event Date
Date Received
Fees Paid

SPECIAL EVENT LICENSE APPLICATION

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks, and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking, or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due twenty (20) days prior to the event if you are a small event or street party; thirty (30) days prior if you are a medium event; and sixty (60) days prior if you are a large event.

ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events must have a pre-application meeting with the City. It is recommended that all events do a walk-through with City Administration prior to submission of application.

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)

- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

All fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

Completed applications can be submitted via email to events@ketchumidaho.org or by mail or hand delivery to City of Ketchum, P.O. Box 2315 | 191 5th St. West, Ketchum, ID 83340.

If you have questions, please contact Eryn Alvey: events@ketchumidaho.org or 208-727.5077.

WHAT SIZE IS YOUR EVENT?			
<input type="checkbox"/> Street Party (\$100.00) A special event that requires a one-block street closure, no more than 6-hour road closure, is a single occurrence with anticipated attendance under three hundred (300) people, is self-organized by a local Ketchum organization, its publicity is focused on Wood River Valley residents and businesses, and a limited number of vendors (1 food, 1 beverage, 1 merchandise).	<input type="checkbox"/> Small Event (\$100.00) Special events that do not require a street closure, are a single occurrence, and have an anticipated attendance under one hundred (100) people.	<input checked="" type="checkbox"/> Medium Event* (\$400.00) Special events that require a street closure of one day or less; or have an anticipated attendance between one hundred (100) and four hundred (400) people; or a weekly event that takes place up to, but not more than, four (4) consecutive weeks.	<input type="checkbox"/> Large Event* (\$800.00) Special events requiring a street closure of more than one day; or have an anticipated attendance over four hundred (400) people; or a weekly event that takes place more than four (4) consecutive weeks.
*City requires pre-application meeting prior to application submittal.			
GENERAL INFORMATION:			
Please provide a detailed narrative and timeline, including a description of activities to understand the theme, activities, purpose, and benefit of your event to the community.			
Applicant should provide a good faith estimate of expected number of participants.			
An alternate location should be listed if your event cannot be accommodated at your requested location.			
If fees are associated with your event, such as registration or entry fees, you must obtain a sales tax permit. Permit applications can be accessed at www.ketchumidaho.org/forms or at the Ketchum City Hall.			
Event Name: Hemingway Distinguished Lecture with Joy Harjo			Event Date: Wed., July 31, 2024
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.): The Community Library presents this free event each summer. It's intended for teens and adults interested in connecting across cultures and through literature.			
Location of Event: The Community Library - 4th Street Lawn		Alternate Location: Interior Lecture Hall	
Expected Number of Participants: 250		Admission Fee* (per person): Free	
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.			
Number of Staff Working at Event: 10 Library staff and interns		Number of Volunteers Working at Event: 5-10	
EVENT COORDINATION:			
Visit Sun Valley manages the event schedule for the City of Ketchum and its neighboring cities. Please contact them (info@visitsunvalley.com or 208-726-3423) and make the City aware of events on or around the date of your proposed event.			
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
List the events taking place on or around the date of your event: SV Music Festival, but there is not a concert this evening. No other major events announced.			
EVENT SCHEDULE:			
Provide the date and time requested to set up and breakdown your event along with the date/time during which the event will take place.			
Set Up	Date: July 31	Time: 5:00 p.m.	
Event Starts	Date: July 31	Time: 7:00 p.m.	
Event Ends	Date: July 31	Time: 8:30 p.m.	
Clean	Date: July 31	Time: 9:00 p.m.	

APPLICANT INFORMATION:
 The applicant must be the chief person of the organization, or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the City throughout the permitting process and event.
 On-site contact must be accessible at all times from set-up to breakdown of the event.
 If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

Organization Name: The Community Library		
Are you a non-profit corporation?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Applicant Name: Martha Williams		Title: Director of Programs and Education
Organization Address: 415 Spruce Ave. N., P.O. Box 1108		
City: Ketchum		State: ID Zip: 83340
Phone: 208-806-2621		Cell: 208-721-7829
Email: mwilliams@comlib.org		
On-Site Contact: Same as above		Title:
Address:		
City:		State: Zip:
Phone:		Cell:
Email:		
Emergency Contact: Jenny Emery Davidson		
Phone: 208-806-2620		Cell: 208-309-3963
Email: jdavidson@comlib.org		
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):		
John Plummer, Video: 208-481-0708 Jay Cutler, Audio - 208-726-5123		

USE OF CITY FACILITIES, PARKS, AND STREETS:

If you are requesting the use of a public park, the City will assist with your park reservation.
 City will advise if applicant will be responsible for production, posting and removal of required signage, such as "No Parking," etc.
 As an event organizer, you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes, but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc.
 If your event includes a road closure request, please contact Ben Varner at Mountain Rides at 208-788-7433 **prior to submittal of application** to ensure the closure will not conflict with their bus schedules.
 Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities.
 If your event requires a road closure on Main Street, please contact Deb Pierson at deb.pierson@itd.idaho.gov or 208-886-7839 for permit application.

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

PARKS AND TOWN SQUARE		
<input type="checkbox"/> Atkinson Park	<input type="checkbox"/> Forest Service Park	
<input type="checkbox"/> Rotary Park	<input type="checkbox"/> Lucy Loken Park	
<input type="checkbox"/> Other:	<input type="checkbox"/> Town Square	
Daily Park Reservation Fees:	<input type="checkbox"/> Up to 100 People (\$160)	<input type="checkbox"/> 101 People or More (\$320)
DESIGNATED EVENT LOCATIONS* (\$100.00)		
*All other road closures are subject to a \$500 fee and City Council approval. Road closures on Main Street require an Idaho Transportation Department permit.		
<input type="checkbox"/> Fourth Street between Leadville and East Avenues	<input type="checkbox"/> First Avenue between River and First Streets	
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road	<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street	
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets	<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive	
<input type="checkbox"/> Washington Avenue between River and First Streets		

Fees for non-designated locations:	Street Party \$100	Medium/Large Events \$500
List dates, times, and location for street closure requests: 5:00-9:00 p.m. on Wednesday, July 31. Closure would be a half block of 4th Street between Walnut Ave. and the Christiana Building alley (adjacent to the Library).		
Name of person supervising street closure: Martha Williams		
Cell Phone: 208-721-7829	Email: mwilliams@comlib.org	
How many staff and volunteers will be managing the street closure? 5-10		
How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends)		
EVENT SITE PLAN:		
To ensure the appropriate review of your event, please submit your site plan including all checklist elements, utilizing indicators listed on application. Omission of any checklist elements constitutes an incomplete application. Your site plan must be scaled to accurately represent the location of ALL tents, vendors, etc. For events that have a route, such as races, please include a route map.		
Site plan locations of all temporary structures and large vehicles must be approved by the City. Written approval is required for obstructions to visibility and access to businesses and property owners surrounding the event.		
Fire hydrants, sidewalk curb breaks used for ADA accessibility and alley entrances may not be blocked at any time.		
City review of your load-in, load-out schedule for all vendors, equipment, etc. is required.		
On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).		
<input type="checkbox"/> Alcohol Vendors (A)	<input checked="" type="checkbox"/> Barricades (B)	<input type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input type="checkbox"/> Electricity/Generator (EL)	<input type="checkbox"/> Fire Extinguishers (EX)
<input type="checkbox"/> Fire Lane (FL)	<input type="checkbox"/> First Aid/EMS (FA)	<input type="checkbox"/> Food Vendors (FV)
<input checked="" type="checkbox"/> Garbage Receptacles (G)	<input type="checkbox"/> Hand Washing Sink (HWS)	<input type="checkbox"/> Portable Toilets (T)
<input checked="" type="checkbox"/> Recycling Receptacles (RR)	<input type="checkbox"/> Retail Merchants (RM)	<input type="checkbox"/> Security (P)
<input checked="" type="checkbox"/> Stages or Amplified Sound (SO)	<input type="checkbox"/> Tents (X)	<input type="checkbox"/> Trailers, Vehicles, Storage (TR)
Have you contacted Mountain Rides to advise of the street closure request?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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. <i>Applications will not be accepted without a TTCP prepared by a qualified firm.</i>		

TEMPORARY STRUCTURES:

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations. (Ord. 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square. All tents must be weighted down.

All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location, and type of heating and electrical equipment.

Tents, canopies, or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy, or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

Will your event have temporary structures, including 10' x 10' pop-up tents? Yes* No

*Describe the size, number, use and assembly and disassembly plan:

TRANSPORTATION AND PARKING:

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Where will you direct event attendees to park vehicles?

Library parking lot, on streets around the Library, and in the nearby church parking lot. Walking/biking will also be encouraged.

Will the event provide transportation services to the event? Yes* No

*Describe the transportation services:

CITY SERVICES REQUESTS:

Please let us know what City services you need so that we can help you find a solution.

Police services request for (indicate dates and times needed):

Security Traffic Control Parking Control Escort N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):

Ambulance Fire Engine N/A

The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.

Will your event use city infrastructure such as bathrooms and trash receptacles? Yes* No

*Fees may be associated with the use of city bathrooms and trash receptacles.

PORTABLE RESTROOMS AND HANDWASHING:

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city's public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

Restroom Company:

Number of Portable Restrooms: _____ Number of Handwashing Stations: _____

Restroom Drop Off Date: _____ Time: _____

Restroom Pick Up Date: _____ Time: _____

ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING:

Electricity is available at most designated event locations. The Facilities and Maintenance Division can assist with your electrical needs. Please request a walk-through to ensure the City can accommodate your needs.

Noise generated by special events must meet the conditions outlined in the Ketchum Municipal Code, Section 9, chapter 08.040, Loud or Unnecessary Noises.

Zone	10 p.m. to 7:30 a.m.	7:30 a.m. to 7 p.m.	7 p.m. to 10 p.m.
LR, LR-1, LR-2, GR-L, GR-H, T, T-3000, T-4000	50 dBA	90 dBA	55 dBA
MH, STO-4, STO-1, STO-H, RU, AF, FP, A, ADU, AHO	50 dBA	90 dBA	55 dBA
CC	60 dBA	90 dBA	65 dBA
LI-1, LI-2, LI-3	70 dBA	90 dBA	75 dBA

The City of Ketchum is licensed with three major performing rights organizations; ASCAP, BMI and SESAC. Anyone playing live or prerecorded music on Ketchum’s public property is required to pay a license fee of \$10.00 to be covered under Ketchum’s license. The fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that all music played or performed is original and free of licensing requirements.

Do you have electrical needs? Yes* No

* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.

Will your event have amplified sound? Yes* No

*Please review approved noise levels stated in guidelines.

Will live or prerecorded music be played? Yes* No

*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.

TRASH AND RECYCLING:

The trash receptacles located on public property, including city parks and Town Square, and public restrooms should not be included in the waste removal plan.

As an event organizer, you are responsible for the waste generated by your participants, spectators, and vendors, as well as the associated costs of disposal. All designated staff and volunteers for trash and recycling management during and after your event must wear identifiable clothing, such as t-shirts of a similar color labeled event management. For assistance in estimating your dumpster and recycling needs, contact the Environmental Resource Center (recycling) and Clear Creek Disposal or Independent Rubbish Service (trash).

Applicants are responsible for cleaning during and after the event and restoring the site immediately following the event. Please pick up all trash associated with your event including but not limited to paper, bottles, cans, signs, course markings, etc. **All city trash cans must also be left empty.** The cost of any employee overtime incurred because of an applicant’s failure to clean/restore the site following the event, which exceeds the applicant’s \$250 deposit, will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event, please state this in your plan.

City requires all special events to strive to be sustainable in our community and for our environment. We have partnered with ERC to offer opportunities to help your special event to be as “green” as possible. The City requires a plan for collection and removal of recyclable materials during and after event. Recycling receptacles located in the City’s parks and public right of ways and public restrooms should not be included in the recycling collection and removal plan. See contacts listed above for assistance in formulating your recycling plan. Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event, please state this in your plan.

Have you contracted for trash dumpster(s)? Yes No

How many? _____ What size? _____

Have you contracted for recycling dumpster(s)? Yes No

How many? _____ What size? _____

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.

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

Trash and recycling receptacles are already in place on the Library’s property near where the event will be held.

Name of person supervising trash and recycling: Martha Williams

Cell Phone: 208-721-7829

Email: mwilliams@comlib.org

How many staff and volunteers will be managing trash and recycling? 1-2

How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)

We anticipate very little trash from this event, but staff will keep an eye on receptacles before and after the lecture.

CONCESSIONS:

The City of Ketchum’s Resolution 19-013 prohibits the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam at all city-owned properties and facilities and city events. The Applicant is responsible to ensure vendors do not distribute these items on City property. Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID’s must be checked, and ID bracelet system may be required. Sales tax permits are required for all vendor sales. Catering permits are required for sales of food and alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/forms or from the City Clerk office at City Hall. Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

Will any of the following be served at your event:

Alcoholic Beverages Food Merchandise Local bookstore vendor

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT. **SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)**

BANNERS:

If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

- Please start the notification process within five (5) days of the city deeming your application complete.
- Special events are required to notify businesses and/or property owners of the date, time, venue, and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. 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. (Ord. 1151, 2015)
- Producer is required to submit acknowledgements of notices to the city, from businesses and property owners adjoining the proposed venue and additional noticing that may be required, within 15 days of the city’s certification of a complete application. This may be done by providing an email response or a written signature response from the recipient.

*For events with amplified sound, producer must notice businesses and property owners in a 250-foot radius of the event location. Contact list will be provided by the city. Those businesses and properties owners outside of the adjacent and required additional notice locations may receive their notification via U.S. Postal Service. Producer must provide the city with certification that those notices have been mailed.

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

City Staff may require 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. (Ord. 1151,2015)

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 always kept on file 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* No

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

No changes from last three years.

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?


<input checked="" type="checkbox"/> Payment & Deposit	<input checked="" type="checkbox"/> Proof of Insurance	<input checked="" type="checkbox"/> Temporary Traffic Control Plan
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input type="checkbox"/> Other

It is the applicant’s responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience, or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

AUTHORIZATION OF APPLICANT

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing, and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

Signature of Applicant: 

Date: 3/14/24

LICENSE FEES		
Event Category	Event Fees	Amount or N/A
Application Fee	\$100, \$400 or \$800	\$ 400
Road Closure Fee	\$100 or \$500	\$ 500
Park Reservation Fee (per day)	\$160 or \$320	\$ N/A
Facility Fee (per day)	\$150 or N/A	\$ N/A
Music License Fee	\$10 or attach proof of licensure	\$ 10
Deposit	\$250 (Street Party / Small Event) \$500 (Medium / Large Events)	\$ 500
	TOTAL FEES	\$ 1410

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, The Community Library, (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 14 day of March, 20 24.

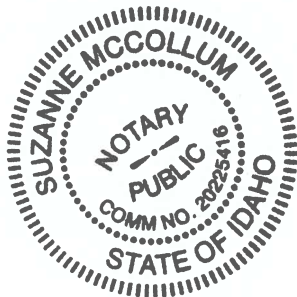
Signature of Applicant: Martha Williams

STATE OF IDAHO

County of Blaine

On this 14th day of March, 20 2024, before me, a Notary Public in and for the State of Idaho, personally appeared Martha Williams, 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.



Notary Public: [Signature]
Residing at: KETCHUM, ID
Commission expires: 11.15.28

AFFIDAVIT

This affidavit certifies that the HDL Community Library special event taking place at 4th St. on July 31, 2024 meets the following description of a special event as defined in Ketchum Municipal Code Chapter 12.32.010 Definitions.

Special event: The temporary use of public property, including streets, parking lots, parks and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walkathons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking or disruption of the normal routine of the community or affected neighborhood.

This affidavit further certifies that the following documents will be provided to complete the application no later than 10 (ten) days prior to the event or on _____. Please check all that apply.

- Site Plan
- Certificate of Insurance
- ITD Permit
- Temporary Traffic Control Plan (TTCP)

The Community Library
Event Organizer's Name

Martha Williams
Event Organizer's Name

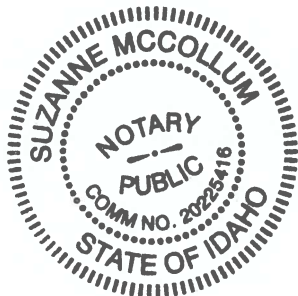
Organization or Business Name

3/12/24
Date

NOTARY ACKNOWLEDGEMENT

On this 14 day of March, 2024, before me, Suzanne McCollum, personally appeared Martha Williams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit, and, being first duly sworn on oath according to law, deposes and says he/she has read the forgoing Affidavit subscribed by him/her, and that the matter stated herein are true best of his/her information, knowledge and belief.

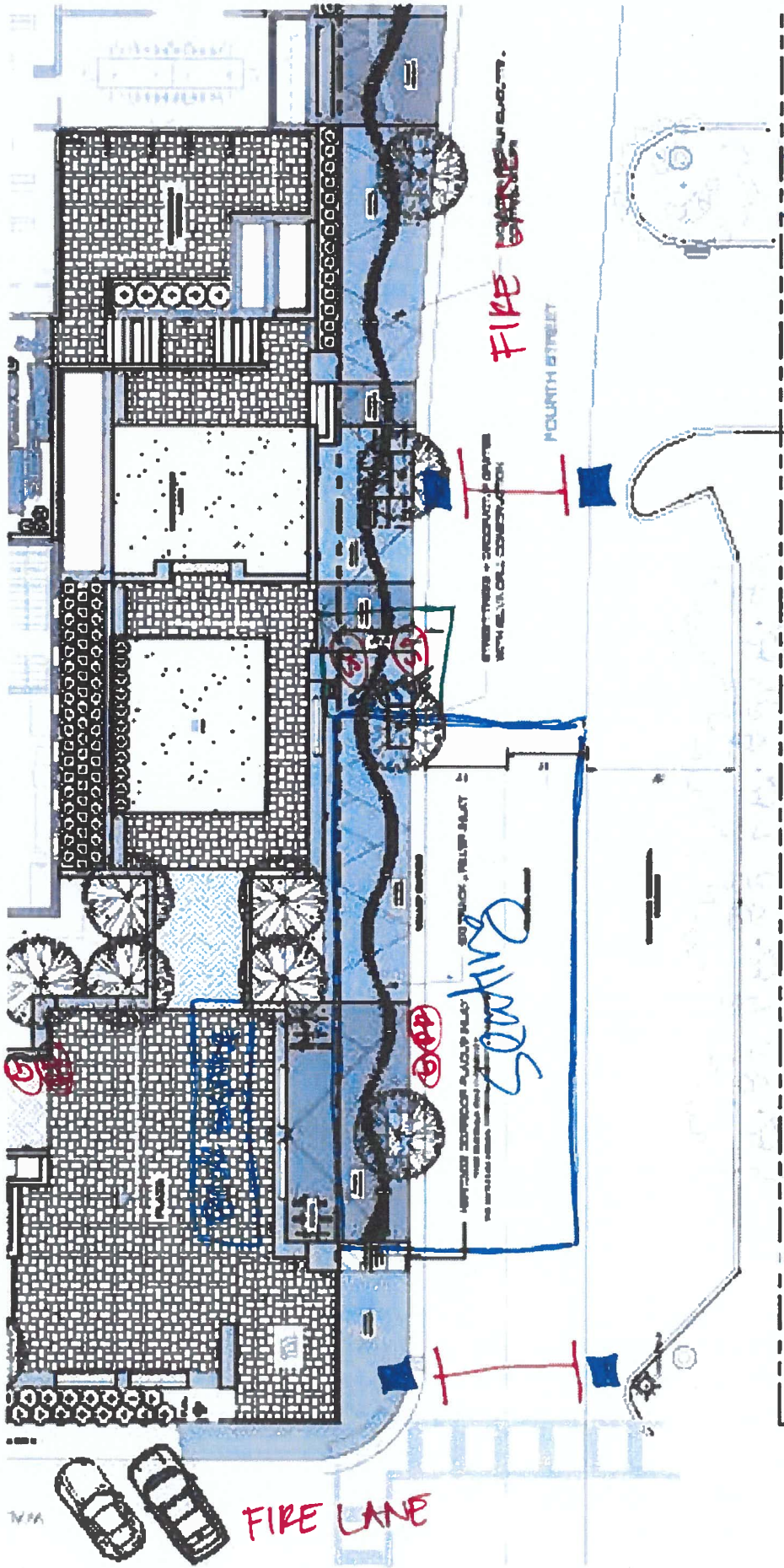
Official seal:



Suzanne McCollum
Notary Public

191 5th St W KETCHUM
Address:

My Commission expires: 11.15.28

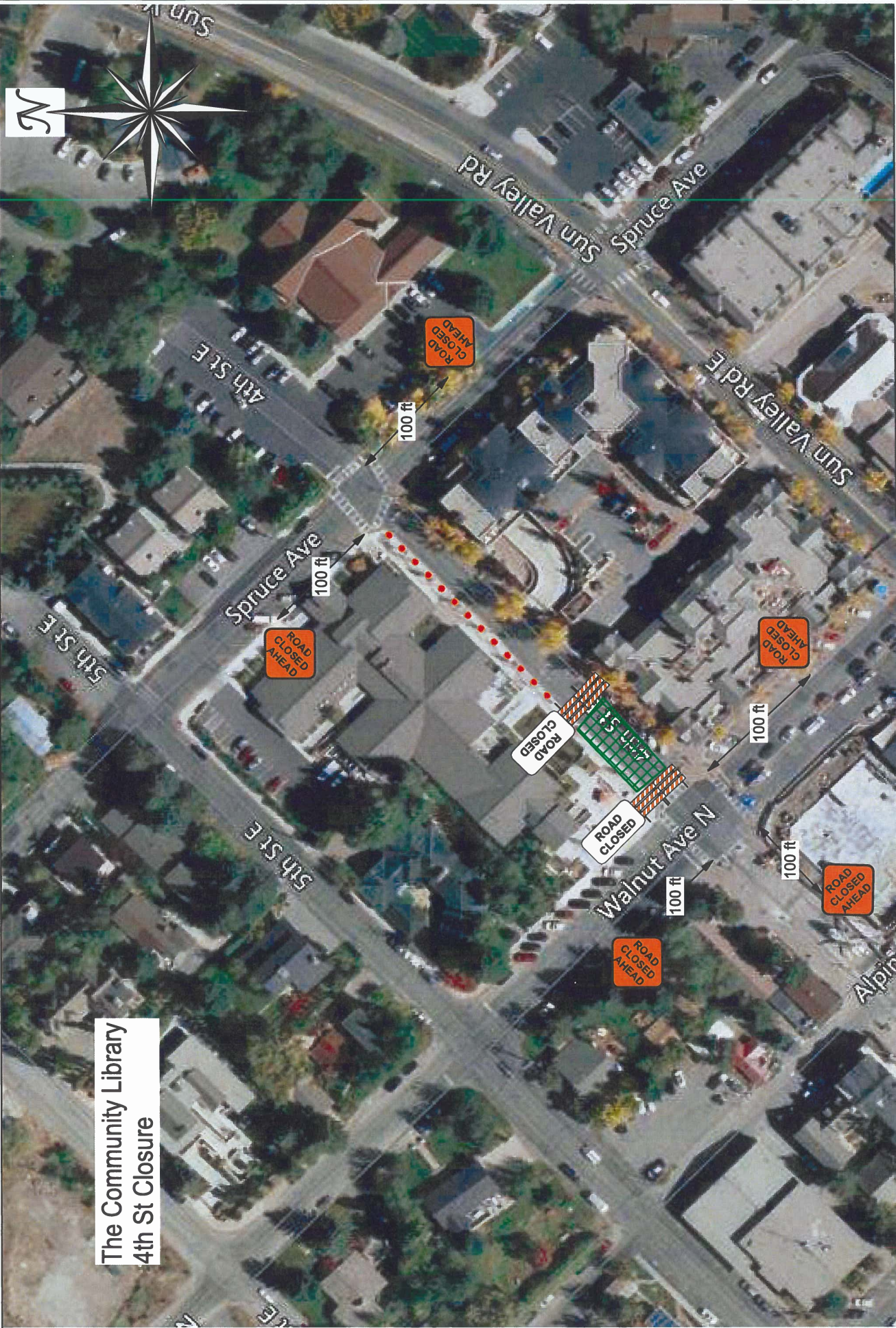


Other spaces indicated:

- seating
- Rock signing
- stage
- pedestrian entrance to site

I street closure barricades (B)

- (SO) speakers/amplification
- (G) garbage
- (PP) recycling



The Community Library
4th St Closure

Author: Jeremy Barnett
CERT: 892778

Comments:
 *All equipment shall be MUTCD compliant
 *All traffic control shall be managed by a ATSSA certified supervisor
 *All work will be performed during daylight hours
 *A minimum of 12' lane widths shall be maintained

ROAD WORK AHEAD (Sign)

SPEED LIMIT	TAPER LENGTH (L) FEET	DISTANCE BETWEEN SIGNS		
		A	B	C
40 MPH OR LESS	L=WS/60	<35 100 FT	100 FT	100 FT
45 MPH OR MORE	L=WS	>35 350 FT	350 FT	350 FT
		500 FT	500 FT	500 FT
		1000 FT	1500 FT	2640 FT

ROAD TYPE

URBAN (LOW SPEED) <35 100 FT 100 FT 100 FT
 URBAN (HIGH SPEED) >35 350 FT 350 FT 350 FT
 RURAL 500 FT 500 FT 500 FT
 EXPRESSWAY/FREEWAY 1000 FT 1500 FT 2640 FT

216

in feet
 4th in feet
 speed limit, or in feet (85th percentile speed
 setting, or the anticipated operating speed in mph)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2024

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 Bisnett Insurance 191 Sun Valley Rd East 201 PO Box 5567 Ketchum ID 83340	CONTACT NAME: Tyree Thacker PHONE (A/C, No, Ext): (541) 612-5004 E-MAIL ADDRESS: tyree@bisnett.com	FAX (A/C, No): (503) 635-4585
	INSURER(S) AFFORDING COVERAGE	
INSURED The Community Library Association Inc. P.O. Box 2168 Ketchum ID 83340	INSURER A : CNA	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


COVERAGES **CERTIFICATE NUMBER:** CL2422835641 **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NN1642398	01/12/2024	01/12/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 15,000
							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 <input type="checkbox"/> 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	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

City Of Ketchum PO BOX 2315 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 
--	--

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Ketchum Fire Department – Temporary Use Permit Fees

All inspections and fees must be set up and processed through the
Ketchum Fire Department – 208.726.7805

PERMIT(S) ISSUED DIRECTLY FROM THE KETCHUM FIRE DEPARTMENT

Temporary use permit fees include one plan review and one inspection during normal business hours. Expedited plan reviews, additional inspections, inspections outside normal business hours, Firewatch personnel, standby personnel and apparatus require additional fees.

- Open Burning:
 - An operational permit shall be required for the kindling or maintaining of an open fire and is subject to the approval of the Fire Marshall. (\$100.00)

- Temporary Use:
 - Carnival, Fair, Circus, Haunt, or Other Public Special Event – 30 days (\$200.00)
 - Tent or Membrane Structure >400 sq. ft. (\$100.00)
 - Additional tent(s) per event \$50/each
 - Special Event Structure >400 sq. ft. (\$100.00)
 - Outdoor Assembly Event where planned attendance exceeds 1000 persons. (\$200.00)



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the outlined traffic calming pilot project, associated budget request and report back findings."

Reasons for Recommendation:

- Residents in West Ketchum have complained of speeding and inadequate facilities for over a decade.
- In summer of 2023, the City installed several temporary fixes – a roundabout at the 6th street intersection, pinch points via tubular markers along Bird Drive, and crosswalk enhancements at the Bird & Wood River Drive intersection.
- Feedback (October 2023), gathered via an online survey, was mixed. Staff then held a neighborhood meeting to identify next steps; the consensus was “There is a problem, but we only like part of the solutions offered.”
- February 2024 – Traffic Authority discussion. Suggested to add Williams Street to the pilot, with one treatment on Williams and a different treatment on Bird Drive.
- April 2024 – Meeting with neighbors produced a small turnout.
 - Staff proposed changes:
 - speed humps (instead of pinch points) along Bird Drive
 - radar speed feedback sign on Williams
 - Neighbor requests:
 - less tubular markers
 - exploration of vertical planters at roundabout (still to come)
 - Explore removing all stop signs along Williams
 - Explore adding stop signs
 - Per HDR “There’s no crash history here to suggest that there is a safety problem. The MUTCD states that stop signs shall not be installed for speed control, so I don’t recommend the city install these at this time.”
 - Mixed feedback, but Williams Street attendees advocated for speed humps instead of the sign
- Thus, staff is recommending the following:

Location	Treatment
Bird Drive	Pinch points (via tubular markers) Speed humps
Bird & Wood River Drive intersection	Crosswalk enhancement (no change from '23)
6 th Street intersection	Roundabout (no change from '23)
Williams Street	Radar speed feedback sign Speed humps

Next steps:

- May/early June – Installation of calming solutions
- June-September – Monitoring of installation (speed checks)
- October – Survey of residents

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:

Materials cost should not exceed \$23,000. Adequate funds are available in the CIP contingency account.

Attachments:

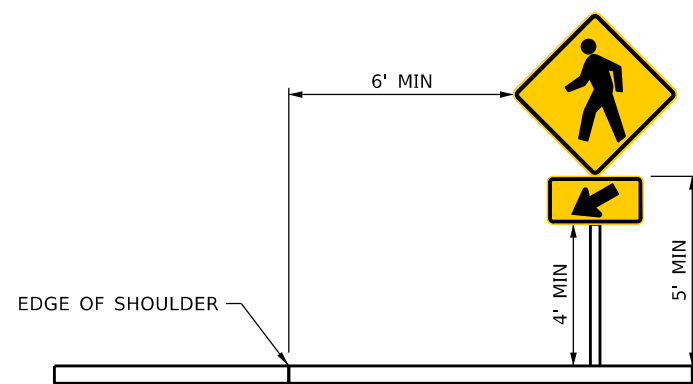
1. HDR Traffic Calming Design Elements
2. Quotes for signage and speedhumps

GENERAL NOTES:

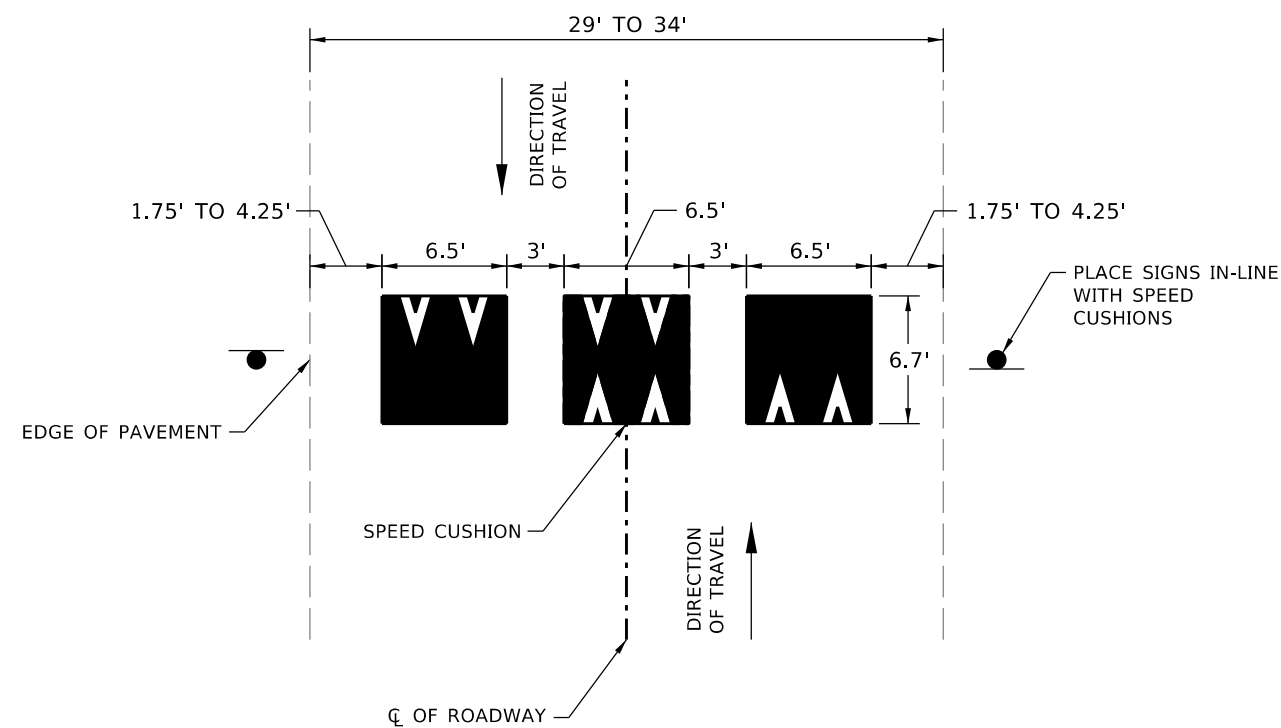
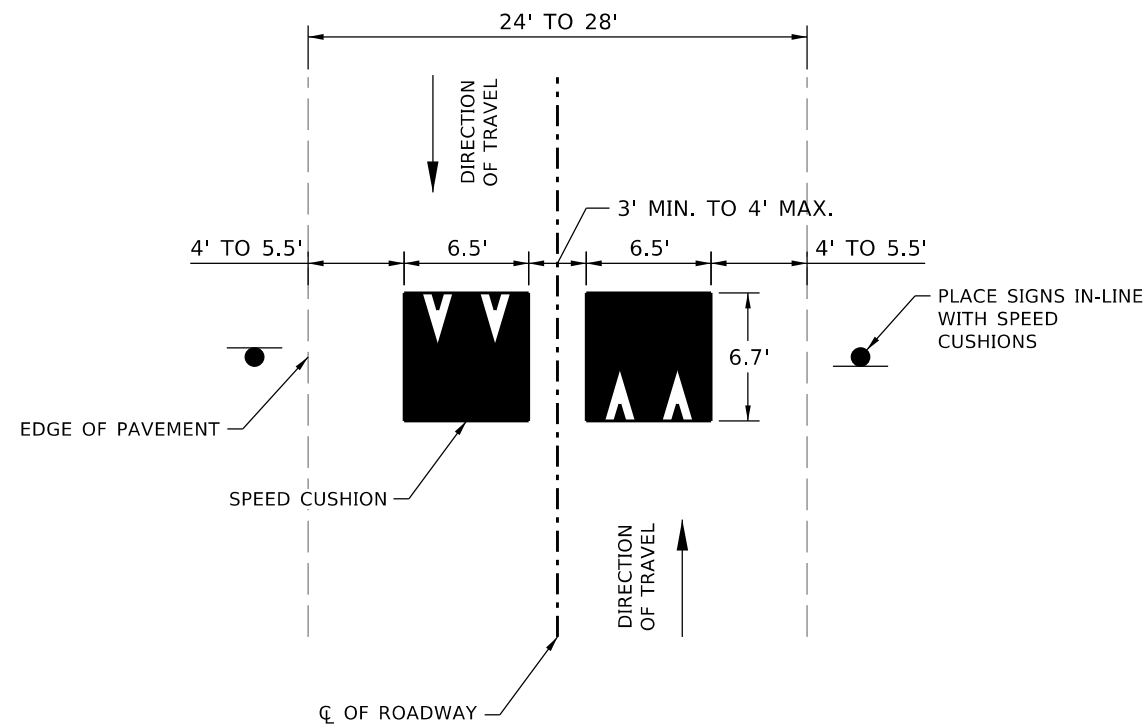
- DESIGN IS CONSIDERED TEMPORARY INSTALLATION TO TEST BENEFITS OF A TRAFFIC CALMING STRATEGY. CITY TO CONFIRM MATERIALS FOR CONSTRUCTION AND APPROPRIATE DURATION OF TRAFFIC CALMING TEST.
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- INSTALL SIGNS ON TEMPORARY STANDS. TEMPORARY STANDS MUST BE BREAKAWAY. SPACE SIGNS A MINIMUM OF 100' APART UNLESS OTHERWISE NOTED.
- MONITOR INSTALLATION A MINIMUM OF ONCE DAILY TO ENSURE TEMPORARY DEVICES ARE OPERATING EFFECTIVELY AND ALL DEVICES USED ARE CLEARLY VISIBLE AND IN GOOD REPAIR.
- DESIGN BASED ON AERIAL IMAGERY AND ADJUSTMENTS MAY BE NEEDED IN THE FIELD. MAINTAIN MINIMUM OR MAXIMUM VALUES AS IDENTIFIED.
- SURVEY AND PROPERTY BOUNDARY LINE DATA NOT DETERMINED DURING DESIGN. VERIFY RIGHT-OF-WAY LIMITS PRIOR TO INSTALLATION.
- COMPLETELY COVER ALL EXISTING WARNING AND REGULATORY SIGNS IN CONFLICT WITH PROPOSED DESIGN.
- OBLITERATE CONFLICTING PAVEMENT MARKINGS. REINSTALL EXISTING PAVEMENT MARKINGS AT CONCLUSION OF TEST.
- STOP BARS, CROSSWALKS AND YIELD LINE PAVEMENT MARKINGS SHALL BE WATERBORNE PAINT. OBLITERATE AT CONCLUSION OF TEST.
- PARKING BLOCK AND TUBULAR MARKER QUANTITIES INCLUDE A 10% CONTINGENCY. VERIFY QUANTITY PRIOR TO ORDERING.

MATERIAL QUANTITIES

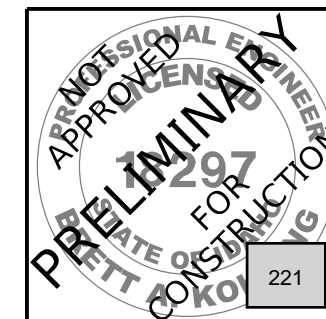
DESCRIPTION	QUANTITY	UNITS
SIGN PANELS	269	SF
6.5'x6.7' SPEED CUSHIONS	23	EA
6' COMPOSITE PARKING BLOCKS	13	EA
18" TUBULAR MARKERS (WHITE)	111	EA
36" TUBULAR MARKERS (YELLOW)	13	EA
PAINTED MARKINGS	225	SF



TYPICAL SIGN INSTALLATION
N.T.S.



TYPICAL SPEED CUSHION INSTALLATION
N.T.S.



NOTES:

1. PLACE SPEED CUSHIONS AND SIGNS OUTSIDE THE LIMITS OF PRIVATE APPROACHES.



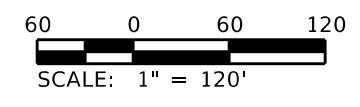
LEGEND:

- PROPOSED SIGN
- EXISTING SIGN
- 18" WHITE TUBULAR MARKER



BIRD DRIVE TRAFFIC CALMING TEST

PLAN VIEW
NORTH BIRD DR



NOTES:

1. PLACE SPEED CUSHIONS AND SIGNS OUTSIDE THE LIMITS OF PRIVATE APPROACHES.



LEGEND:

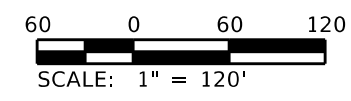
- ▬ PROPOSED SIGN
- ▬ EXISTING SIGN
- 18" WHITE TUBULAR MARKER

SEE BIRD/WOOD RIVER
DETAIL FOR INTERSECTION
IMPROVEMENTS PLACEMENT
DETAILS



BIRD DRIVE TRAFFIC CALMING TEST

PLAN VIEW
SOUTH BIRD DR






NOTES:

1. PLACE SPEED CUSHIONS AND SIGNS OUTSIDE THE LIMITS OF PRIVATE APPROACHES.

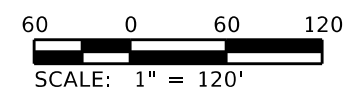


LEGEND:

-  PROPOSED SIGN
-  EXISTING SIGN
-  18" WHITE TUBULAR MARKER

BIRD DRIVE TRAFFIC CALMING TEST

PLAN VIEW WILLIAMS ST






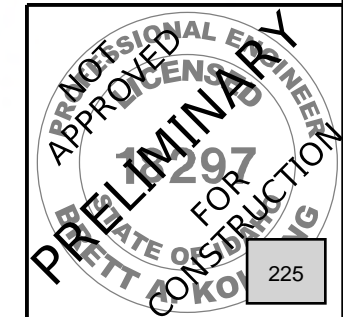
NOTES:

1. OMIT TUBULAR MARKERS ACROSS PRIVATE APPROACHES, AND PEDESTRIAN CROSSINGS.



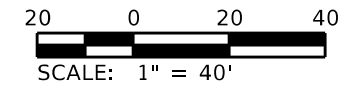
LEGEND:

-  PROPOSED SIGN
-  EXISTING SIGN
-  18" WHITE TUBULAR MARKER



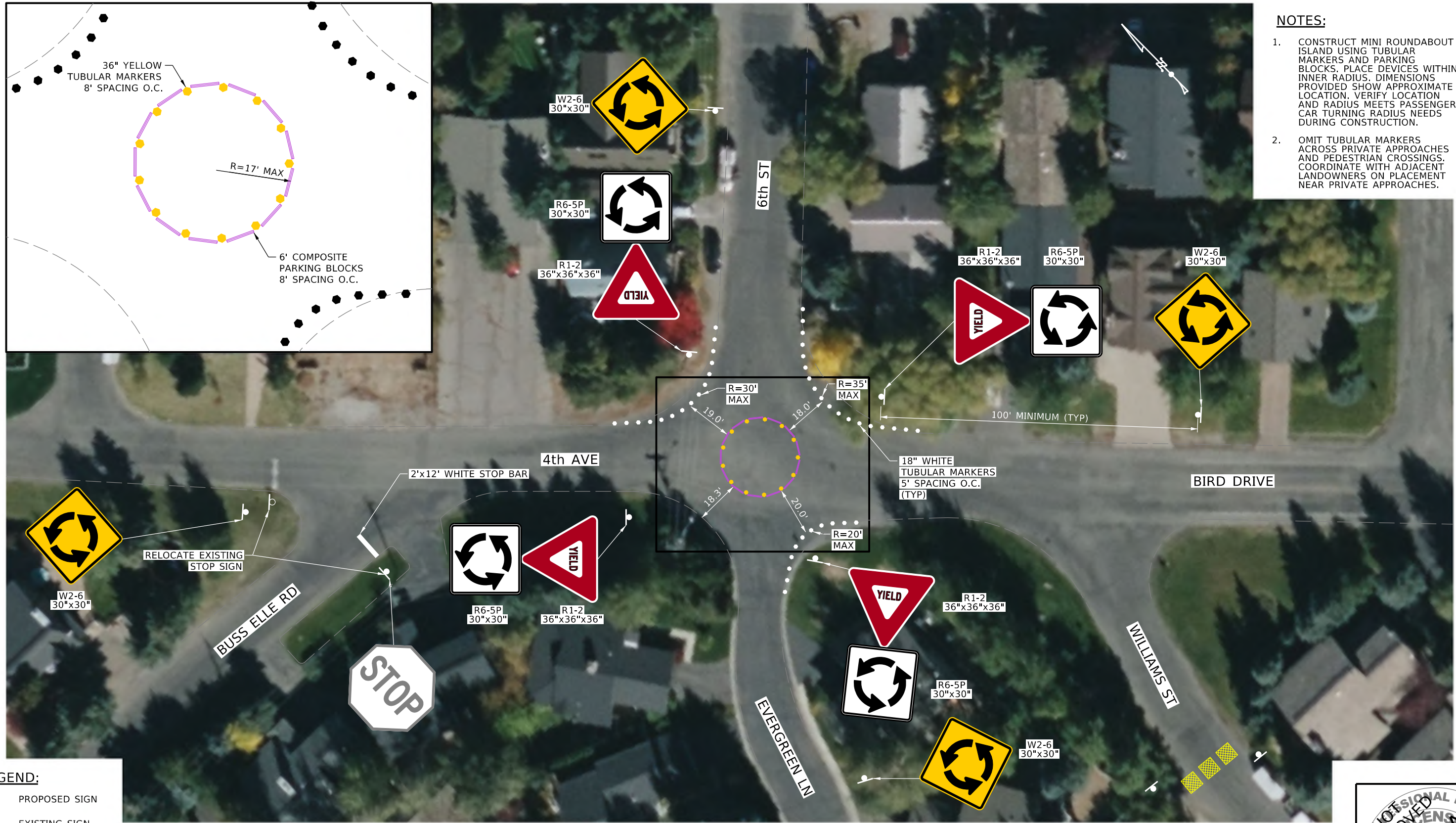
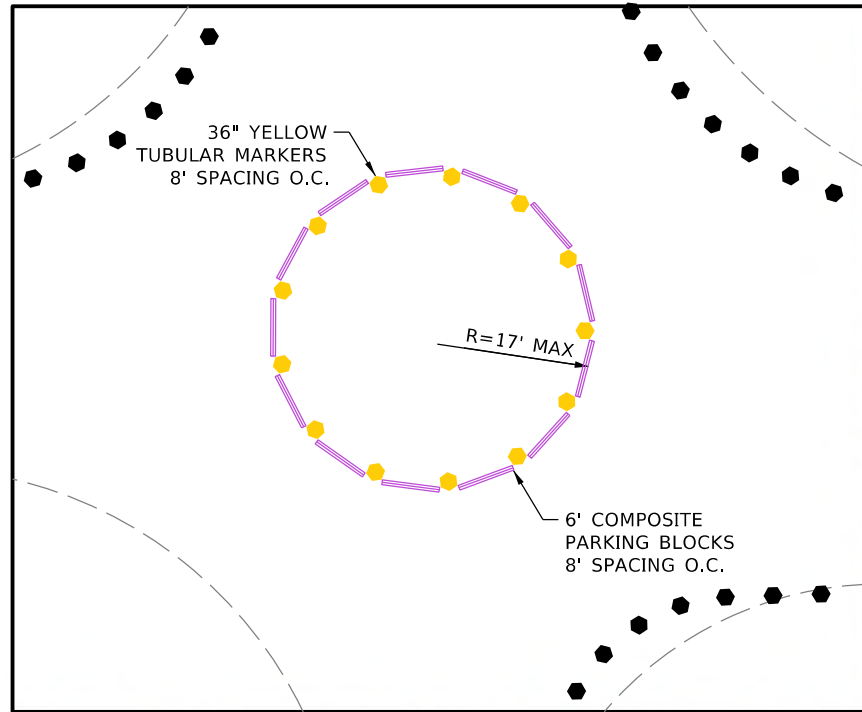
BIRD DRIVE TRAFFIC CALMING TEST

BIRD/WOOD RIVER DETAIL



NOTES:

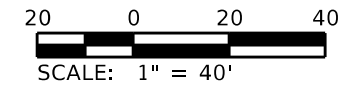
1. CONSTRUCT MINI ROUNDABOUT ISLAND USING TUBULAR MARKERS AND PARKING BLOCKS. PLACE DEVICES WITHIN INNER RADIUS. DIMENSIONS PROVIDED SHOW APPROXIMATE LOCATION. VERIFY LOCATION AND RADIUS MEETS PASSENGER CAR TURNING RADIUS NEEDS DURING CONSTRUCTION.
2. OMIT TUBULAR MARKERS ACROSS PRIVATE APPROACHES AND PEDESTRIAN CROSSINGS. COORDINATE WITH ADJACENT LANDOWNERS ON PLACEMENT NEAR PRIVATE APPROACHES.



- LEGEND:**
- PROPOSED SIGN
 - EXISTING SIGN
 - 18" WHITE TUBULAR MARKER
 - 36" YELLOW TUBULAR MARKER

BIRD DRIVE TRAFFIC CALMING TEST

MINI ROUNDABOUT DETAIL







1816 Louisville Road Bowling Green, KY 42101

Quote

Date	Quote No.
4/11/2024	08-132115

Customer
CITY OF KETCHUM PO BOX 2315 KETCHUM, ID 83340

Ship To:
KETCHUM STREET DEPT. ATTN: RAMSY HOEHN 200 10TH ST KETCHUM, ID 83340 208-726-7831

Customer Fax	Sales Rep	Customer No.	Terms	Production Time
	MW	83340	Net 30 DAYS	

Qty	Item	Description	Rate	Total
20	W17-1AHIA16	24" x 24" SPEED HUMP - HIGH INTENSITY PRISMATIC - .080 ALUMINUM	47.91	958.20T
20	W13-1HIA8	18" X 18" SPEED ADVISORY PLATE - HIGH INTENSITY PRISMATIC - .080 ALUMINUM SPECIFY MPH: 20	39.81	796.20T
1	FREIGHT	FREIGHT	144.19	144.19T

Due to the multiple price increases in 2021 on steel and aluminum, this quote is valid for 24 hours.
***** Free Items may be excluded from quoted**

Sales Tax (0.00)	\$0.00
Total	\$1,898.59



Sold To:	Ship To:	Shipping Info	
City of Ketchum, ID 200 Tenth St. Ketchum ID 83340 United States	City of Ketchum, ID 200 Tenth St. Ketchum ID 83340 United States	Ship Via:	R+L Carriers
		Order Weight:	5,995.8 lbs
		FOB	Lockport, NY

PO #	Terms	Sales Rep	Territory	Price Level	Customer Type
TBD	TBD	Zielinski, Nick	North-West USA	(04) Government	Government

Qty	Part #	Description	Unit Weight	Line Weight	List Price	Unit Rate	Ext. Price
		NOTE: (20) 78"W x 80"L (2 Arrow) Speed Cushions with install hardware:					
40	RF-SCLC Speed Cushion Left Corner	RubberForm Speed Cushion: Left Corner - 3in H x 15-1/4in W x 40in L, no hardware (requires RF-SCHWK)	18 lbs	720 lbs	\$56.57	\$45.25	\$1,810.00
40	RF-SCRC Speed Cushion Right Corner	RubberForm Speed Cushion: Right Corner - 3in H x 15-1/4in W x 40in L, no hardware (requires RF-SCHWK)	18 lbs	720 lbs	\$56.57	\$45.25	\$1,810.00
80	RF-SCRPA Speed Cushion Ramp No Arrow	RubberForm Speed Cushion: Ramp - 3in H x 16in W x 40in L, No Arrow, no hardware (requires RF-SCHWK)	29.5 lbs	2,360 lbs	\$78.94	\$63.16	\$5,052.80
40	RF-SCRPA-WHT Speed Cushion Ramp With White Arrow	RubberForm Speed Cushion: Ramp - 3in H x 16in W x 40in L, with white Arrow, no hardware	26 lbs	1,040 lbs	\$120.50	\$96.40	\$3,856.00
20	RF-SCHWK10-1/2IN-PLA 10 Piece RubberForm Speed Cushion Hardware Kit, 1/2in Hardware, Plastic Lag Anchors	RubberForm Speed Cushion 10 Piece 1/2in Plastic Hardware Kit: - (40) Lag bolts 1/2in x 6in - (40) washer 1/2in x 1-1/16in - (40) 1/2in x 3in Plastic Lag Shields - (40) Black Rubber caps - (24) dual flange connector (dogbone)	18 lbs	360 lbs	\$169.10	\$135.28	\$2,705.60
20	RF-SCEPR Epoxy Resin Tube	Hardware: Speed Cushion 2 Component Epoxy Resin (tube with 2 nozzles)	1.5 lbs	30 lbs	\$51.30	\$41.04	\$820.80
		NOTE: Resin Gun Needed for Install:					
1	RF-SCRDG Speed Cushion Resin Gun	Hardware: Speed Cushion 2 Component Epoxy Resin Dispensing Gun	2.3 lbs	2.3 lbs	\$170.86	\$136.69	\$136.69
		NOTE: (3) 78"W x 80"L(4 Arrow) Speed Cushions with install hardware:					
6	RF-SCLC Speed Cushion Left Corner	RubberForm Speed Cushion: Left Corner - 3in H x 15-1/4in W x 40in L, no hardware (requires RF-SCHWK)	18 lbs	108 lbs	\$56.57	\$45.25	\$271.50
6	RF-SCRC Speed Cushion Right Corner	RubberForm Speed Cushion: Right Corner - 3in H x 15-1/4in W x 40in L, no hardware (requires RF-SCHWK)	18 lbs	108 lbs	\$56.57	\$45.25	\$271.50
6	RF-SCRPA Speed Cushion Ramp No Arrow	RubberForm Speed Cushion: Ramp - 3in H x 16in W x 40in L, No Arrow, no hardware (requires RF-SCHWK)	29.5 lbs	177 lbs	\$78.94	\$63.16	\$378.96
12	RF-SCRPA-WHT Speed Cushion Ramp With White Arrow	RubberForm Speed Cushion: Ramp - 3in H x 16in W x 40in L, with white Arrow, no hardware	26 lbs	312 lbs	\$120.50	\$96.40	\$1,156.80





RUBBERFORM
RECYCLED PRODUCTS, LLC

75 Michigan Street
Lockport NY 14094-2629
(716) 478-0404
RubberForm.com

Quote

#RRPQ40133

2/28/2024

3	RF-SCHWK10-1/2IN-PLA 10 Piece RubberForm Speed Cushion Hardware Kit, 1/2in Hardware, Plastic Lag Anchors	RubberForm Speed Cushion 10 Piece 1/2in Plastic Hardware Kit: - (40) Lag bolts 1/2in x 6in - (40) washer 1/2in x 1-1/16in - (40) 1/2in x 3in Plastic Lag Shields - (40) Black Rubber caps - (24) dual flange connector (dogbone)	18 lbs	54 lbs	\$169.10	\$135.28	\$405.84
3	RF-SCEPR Epoxy Resin Tube	Hardware: Speed Cushion 2 Component Epoxy Resin (tube with 2 nozzles)	1.5 lbs	4.5 lbs	\$51.30	\$41.04	\$123.12

NOTE:

**This freight rate includes liftgate
service at delivery**

Subtotal	\$18,799.61
Shipping	\$2,108.13
Tax Total (%)	\$0.00
USD Total	\$20,907.74

Thank you for the opportunity to quote you on our American made recycled products, made with American sourced recycled materials, and manufactured by American workers. RubberForm is one of the only U.S. Manufacturer of these types of recycled and composite products.

FOB Our Plants: Freight charges are valid for 7 business days and product quotes are valid for 30 days from date of quote. Freight charges are subject to change based on Fuel Surcharges. If your delivery requires such as a liftgate, call ahead, appointment, limited access, residential delivery, or other special delivery services, let us know as soon as possible so that we can adjust your shipping requirements and rate. If any delivery services are added or requested after your order ships our plants, you will be responsible to pay for those services.

RubberForm Recycled Products, LLC does not warrant any installation work and specifically disclaims liability for any direct or indirect personal injury, property damage or other costs or losses resulting from incorrect or inadequate installations. Please refer to our Terms and Conditions



RRPQ40133



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve 1) authorization of \$202,500 for the Ownership and Preservation Program to purchase a Category Local, appreciation-capped deed restriction on a condominium unit and 2) up to \$150 for a title insurance policy.

Reasons for Recommendation:

- The purchaser has been qualified as Category Local by the BCHA and meets the requirements of the Ownership and Preservation Program Policies.
- The unit is located in Ketchum and meets the requirements of the Ownership and Preservation Program Policies.
- Conversion of existing housing units to deed-restricted community housing is consistent with the objectives of Goal 1 of the Housing Action Plan.
- The Ownership and Preservation Program provides assistance to locals in accessing homeownership, a goal identified in the Housing Action Plan.

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

GOAL 1: CREATE + PRESERVE HOUSING
Ownership and Preservation Program
 On January 24, 2024, the Housing Department launched the Ketchum Ownership and Preservation Pilot Program. The Ownership and Preservation Program (OPP) offers cash incentives to homeowners or homebuyers in Ketchum in exchange for recording a Category Local deed restriction on their property, limiting ownership and occupancy of the home to qualified locals in Blaine County, Idaho. The Ownership and Preservation Program is funded via the LOT for Housing, with the aim of committing \$1 million to the OPP over a two-year period. OPP funds may be sought by qualifying Category Local households who will occupy the home as their fulltime, primary residence and work in Blaine County and either (1) are existing homeowners in Ketchum or (2) are looking to purchase a home in Ketchum.

The OPP offers two Category Local deed restrictions from which applicants can choose. The first is a light deed-restriction, which does not cap appreciation. The second is an appreciation-capped deed restriction, similar to the Blaine County Housing Authority’s other income category deed restrictions. The OPP offers 15% of a home’s market value, up to \$125,000, for a light restriction. 30% of a home’s market value, up to \$225,000, is available for an appreciation-capped restriction. Market value is a determined by the lesser of

the purchase price or the appraised value of the home. For a full program description, please see the attached program policies. Additional information on the program is located on the Housing Matters website under the Ownership and Preservation tab.

Funding Requested

The unit is a 2-bedroom, 2-bathroom condominium unit in Ketchum. The home is being sold to the applicant for \$675,000. The unit appraised at \$675,000. The buyer applied to the Ownership and Preservation Program and is qualified under the program guidelines. They have requested an appreciation-capped deed restriction. The OPP will provide 30% of the market value of the home for the deed restriction: \$202,500.

Once deed-restricted, the home’s base price will be the market value at the time of purchase (\$675,000) less the 30% value (\$202,500) provided for the deed restriction. Appreciation will begin from the base price of \$472,500, ensuring the public investment remains with the unit long term and through a succession of future owners. The deed restriction does not impact or limit the amount of HOA assessments and dues for the unit within the Parkside HOA. However, any non-luxury capital improvements – including HOA special assessments – can be added to the resale value under the terms of the deed restriction. In addition to purchasing the deed restriction, staff recommends purchasing a title insurance policy covering the deed restriction’s value, insuring the position and recording of the deed restriction on title.

Sustainability Impact:

Deed-restricted units house members of the community locally, ensuring that residents are closer to their places of work, recreation, and other services. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the Ownership and Preservation Program converts existing housing units in Ketchum into community housing, utilizing existing housing stock, land, and resources to achieve community housing goals.

Financial Impact:

None OR Adequate funds exist in account:	\$202,500 in funds will be released from the Housing Department’s Ownership and Preservation Program budget for the deed restriction and up to an additional \$150 for a title insurance policy (deed-restriction program line item).
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Attachments:

1. Ketchum Ownership and Preservation Pilot Program Description and Policies

Ketchum Ownership and Preservation Pilot Program

Program Description and Policies

1 PILOT PROGRAM OVERVIEW

The Ownership and Preservation Program (the “Program”), offers cash incentives to homeowners in exchange for recording a deed-restriction on their property to restrict ownership and occupancy of the housing unit to qualified locals working and/or living within the geographic boundaries of Blaine County, Idaho. The goals of the program are to assist community members in accessing homeownership, to help existing local homeowners remain in the community, and to preserve the supply and prevent leakage of housing available for ownership by locals and local workers. The Program includes two program options, which provide different deed-restriction terms and corresponding cash incentive values.

2 PROGRAM DEFINITIONS

(a) Category Local: A community housing classification which does not have an income limit but requires that an occupant household meet asset limits and the Basic Qualifications for Community Housing, as defined by the latest adopted version of the Blaine County Housing Authority Community Housing Administrative Guidelines (“BCHA Guidelines”).

(b) Housing Unit: A housing unit is a single-family house, townhome, or condominium, that is intended for occupancy living quarters and can be owned individually. It does not include multi-family rental units, accessory dwelling units, or commercial lodging units.

(c) Property Owner: The individual(s) or legal entity that holds fee title to the property, as reflected on the recorded documents.

(d) Qualified Household: A Qualified Household is any group of individuals living together in one home as their primary residence, meeting the following criteria:

- a. At least one non-dependent member of the Qualified Household must be a Full Time employee, as defined in the BCHA Guidelines, employed by one or more Blaine County employers and physically working in Blaine County, or the Household must meet one of the following exemptions:
 - i. The Household consists of one or more retired persons over the age of 65 who was a full-time employee of an entity located within Blaine County, Idaho or self-employed immediately prior to retirement and for not less than ten (10) out of the fifteen (15) years prior to qualification, and continued living as a full time resident within Blaine County following their retirement.
 - ii. The Household consists of one or more persons unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act

- (ADA) and who currently resides in Blaine County as their Primary Residence.
- iii. The Household consists of one non-dependent adult who is either a full-time, single parent or guardian of a child under the age of 4 or a full-time, informal caregiver of a child or an adult with a disability. This exemption is subject to review and approval by the Blaine County Housing Authority Board.
 - iv. A member of the Household is a full-time teacher at a school located within Blaine County.
 - v. A member of the Household actively serving in the U.S. Armed Services counts as full-time employment in Blaine County, Idaho if that member of the Household met employment criteria for a minimum of two years prior to enlisting and if the individual has returned to employment in Blaine County within sixty (60) days of terminating enlistment with the U.S. Armed Services.
 - vi. If a member of the Household is self-employed, either 75% of the clients and customers of the business or organization must be or 75% of the total revenues must be from clients and customers physically located in Blaine County, Idaho. The self-employed member must work a minimum of 1,500 hours per year.
- b. At least one (1) member of the Household must be eighteen (18) years of age.
 - c. No member of the Household may own developed residential real estate or a mobile home other than the housing unit that serves or will serve as the Household's primary residence and will be subject to a Category Local deed-restriction upon participation in the Program. However, ownership of shared inheritance of developed residential real estate will not disqualify the Household and may be reviewed by the Blaine County Housing Authority Board. Ownership of developed residential real estate outside of Blaine County will not disqualify a Household at the time of application from receiving a Qualification Letter, but Funding Disbursement may be withheld until the Household has ceased ownership of the property.
 - d. The Household Net Worth (the total net worth of all members of the Household) must not exceed the Allowable Net Worth or Allowable Net Worth of Persons of Retirement Age, which shall be 65 years of age for this program, depending on household composition, specified for Category Local and updated annually by the Blaine County Housing Authority.

3 PROGRAM ADMINISTRATION

The City will administer the Program with support from the Blaine County Housing Authority.

City of Ketchum Role: The City will oversee and fund the Program and establish and modify these Program Policies.

Blaine County Housing Authority Role: The Blaine County Housing Authority will function as the administrator of all Category Local deed-covenants recorded as part of the Program. The Blaine County Housing Authority will also be responsible for review of applications, compliance, and reporting to the City.

4 PROGRAM FUNDING

4.1 Funding Amounts

The City will provide 15% to 30% of the appraised value of the housing unit or, in the event the housing unit is being purchased, the purchase price, whichever is less. Funding percentages will be commensurate with the requested program option and corresponding deed-restriction, as follows:

Program Option 1: The City will provide 30% of the appraised value of the housing unit or purchase price, whichever is less. The Category Local deed-restriction will have an appreciation cap (defined in section 6). Funding will not exceed \$225,000.

Program Option 2: The City will provide 15% of the appraised value of the housing unit or purchase price, whichever is less. The Category Local deed-restriction will not have an appreciation cap. Funding will not exceed \$125,000.

4.2 Funding Disbursement

Funds will not be disbursed until Final Approval, which will not occur until the following conditions have been satisfied:

- a. **Title Company.** Closing must take place at a title company.
- b. **Appraisal.** A complete appraisal dated within sixty days must be submitted to the City prior to final approval.
- c. **Home Inspection.** A professional home inspector must perform an inspection and complete and submit a home inspection report to the City dated within sixty days prior to closing.
- d. **Title Insurance.** The buyer or owner must provide title insurance to insure clear title to the property prior to recording the deed-restriction.
- e. **Approval of Closing Statement.** The final closing statement must be reviewed and approved.
- f. **Final Loan Approval.** If applicable, a letter from any mortgagee stating that the buyer has received final loan approval for financing of the purchase of the housing unit.
- g. **Category Local Ownership Deed Restriction.** The buyer or owner must execute the applicable Category Local Ownership deed restriction and

corresponding Program Mortgage. The Title Company will record the applicable deed restriction and Program Mortgage at time of closing.

- h. Closing Instructions.** The City will provide instructions to the title company concerning required signatures, recording of documents, and disbursement of funds.

4.3 Use of Funds

There are no restrictions on recipients' use of the Ownership and Preservation Program funds. Funds may be used toward down payment and closing costs or for any other purpose.

5 ELIGIBILITY & REQUIREMENTS

5.1 Program Application and Documentation

Applicants must submit a complete copy of the application for participation in the Ownership and Preservation Program through the Blaine County Housing Authority. Applicants participating in the program to purchase a home must also provide evidence of completion of the BCHA-approved Homebuyer Education Course.

The application will be reviewed and additional documentation may be required following the procedures of the Blaine County Housing Authority Community Housing Administrative Guidelines. If the applicant is approved, a Qualification Letter will be issued to the applicant. The Qualification Letter is good for six months. All applicable qualification criteria must continue to be met by the applicant through the closing of qualified housing with available Program funds. Any changes to the information that was included in the application must be reported to the City and BCHA and may require re-qualification and issuance of a new Qualification Letter prior to Final Approval and commitment of funds.

5.2 Housing Unit Eligibility & Requirements

To participate in the Program, Housing Units must meet the following requirements.

- (a) Location: The Housing Unit must be located within the city limits of the City of Ketchum.
- (b) Status: The Housing Unit must be a legally permitted dwelling unit and not have any known code violations or open code violation cases.
- (c) Eligible Properties: The Housing Unit must be a single-family house, condominium, or townhome, that is not otherwise deed-restricted or otherwise restricted for local occupancy or affordability.
- (d) Property Condition: The Housing Unit must meet basic health and safety criteria as may be required per Idaho law and regulations.

5.3 Applicant Eligibility and Requirements

Property Owners who participate in the program must meet the following requirements and follow the applicable requirements and policies of the Blaine County Housing Authority Community Housing Guidelines.

(a) Qualified Household: The Property Owner must be a member of a Qualified Household, as defined in Section 2.

(b) Ongoing Obligations for Community Homeownership: The Property Owner must comply with all provisions of the recorded Category Local deed covenant and adhere to the ongoing obligations and requirements for Community Homeownership described in the most recently adopted Blaine County Housing Authority Community Housing Administrative Guidelines. Where the requirements of the recorded Category Local deed covenant and the Blaine County Housing Authority Community Housing Administrative Guidelines may conflict, the requirements of the deed covenant shall govern. Property Owner is required to annually submit information verifying compliance with program criteria.

6 RESTRICTED HOUSING UNIT REQUIREMENTS

Housing units will be deed-restricted with a Category Local ownership covenant, using the template provided by the City of Ketchum. Restricted housing units will meet the following requirements, consistent with the Category Local deed-restriction template and the BCHA Guidelines:

- a. **Owner Occupied.** The restricted housing unit will be owner occupied year-round, consistent with the minimum occupancy terms of the BCHA Guidelines.
- b. **Rental.** Rental of a Category-Local ownership deed-restricted housing unit will follow the BCHA Guidelines for Long-Term Rental of Community Housing. No portion of the home may be used as a short-term or vacation rental.
- c. **Deed-Restriction Term.** The deed-restriction will last 70 years unless sold to a new Qualified Household or as determined in the Deed-Restriction. At closing, a new deed-restriction will be recorded.
- d. **Appreciation.** Appreciation of the value of the restricted housing unit depends on the elected program option and corresponding deed restriction.
 - i. **Program Option 1: Appreciation cap.** Appreciation of the value of the restricted housing unit is equal to the previous sales price, or the appraised value at the time the restriction is recorded if there is no transaction, plus any increase in the cost of living during the Property Owner's ownership of the property, as determined by the Consumer Price Index, Wage Earners and Clerical Workers (CPI-W), Mountain Division, All Items (2017 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Annual appreciation shall not exceed 3% per annum. Funds contributed by the City as part of the Program will be subtracted from the initial base price.
 - ii. **Program Option 2: No cap.** Appreciation of the value of the restricted housing unit is not limited. The housing unit may be sold at any price to a Qualified Household.

- e. **Sale.** Sale of a deed-restricted Category Local ownership housing unit will follow Blaine County Housing Authority Community Housing Administrative Guidelines for Selling Community Housing.
- f. **Change of Ownership:** If the Housing Unit changes ownership during the effective period of the deed-restriction, the deed-restriction remains intact and will be re-recorded. The new owner must be a Qualified Household and is subject to the terms of the new, recorded deed-restriction.

7 PROGRAM DURATION

(a) The Program is a two-year pilot that starts on 9/1/2023. If the Council takes no action to extend or renew this program, it shall automatically expire on 8/31/2025.

(b) City staff will review program progress and provide periodic updates and recommendations to the City Council regarding the continuance of and/or modifications to the Program.

At a minimum, at least three (3) months before the end of the pilot term, City staff will provide a report to the City Council using the following criteria to measure success of the program:

- i. Number of people served (including children)
- ii. Number of housing units preserved
- iii. Types/Sizes of units preserved
- iv. Sales prices of each home preserved
- v. Income of program participants
- vi. Funds expended and funds remaining
- vii. Barriers to participation/eligibility for the program



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 15, 2024 Staff Member/Dept: Abby Rivin, Senior Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the 220 Lava Street Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

“I move to approve the 220 Lava Street Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision.”

Reasons for Recommendation:

- The 220 Lava Street Lot Line Shift Application proposes to relocate an existing 10-foot-wide pedestrian and non-motorized access easement to make the route more accessible and dedicate the relocated easement to the public. The proposed final plat submitted with the Lot Line Shift Application updates the avalanche hazard areas mapped on the subject property based on an updated site-specific avalanche study prepared by Xcell Engineer in 2017.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the application proposes to relocate an existing 10-foot-wide pedestrian and non-motorized access easement to make the route more accessible, (2) proposed Lava Street Subdivision: Lot 1B complies with all dimensional standards required in the Limited Residential Zoning District, and (3) the proposal does not create additional lots or dwelling units.
- The Planning and Zoning Commission reviewed and approved Mountain Overlay Design Review Application File No. P19-085 for the development of a new 8,982-square-foot single-family residence and associated site improvements located at 220 Lava Street on September 9, 2019. The proposed siting of the pedestrian and non-motorized access easement was included on sheet L5 of the approved project plans. The final trail circulation design was reviewed and approved by the Planning Department and City Engineer through the plan review for Building Permit B21-041. The project was issued a Building Permit B21-041 on August 16, 2021. The applicant has graded and improved the relocated pedestrian and non-motorized access easement in accordance with the approved project plans and to the satisfaction of the Planning Department and City Engineer.

Policy Analysis and Background:

Lot Line Shift Application File No. P24-006 proposes to relocate an existing 10-foot-wide pedestrian and non-motorized access easement located at 220 Lava Street (see Figure 1) within the Limited Residential (LR) Zoning District, Mountain Overlay, and Avalanche Zone. The proposed siting of the pedestrian and non-motorized access easement will make the route more accessible. This easement connects to a trail system on land owned by Sun Valley Company to the east of the subject property. The existing easement only

benefit adjacent properties. The 220 Lava Street Lot Line Shift Application proposes to dedicate this pedestrian and non-motorized access easement to the public.



Figure 1: 220 Lava Street Aerial Map

The avalanche hazard areas shown on the existing Lava Street Subdivision Lot 1A plat map are based on an avalanche study conducted by Arthur Mears, P.E. in 1982. The avalanche hazard areas shown on sheet 1 of the proposed final plat reflect an updated site-specific avalanche study prepared by Xcell Engineering in 2017. No changes are proposed to the existing lot lines or dimensions of the subject property.

The Planning and Zoning Commission reviewed and approved Mountain Overlay Design Review Application File No. P19-085 for the development of a new 8,982-square-foot single-family residence and associated site improvements located at 220 Lava Street on September 9, 2019. Pursuant to condition of approval no. 14 of Mountain Overlay Design Review Application File No. P19-085, "The trail circulation design as proposed by the applicant on Sheet L5 of the Design Review submittal shall be finalized and approved by the Planning & Building Department prior to installation. The applicant shall amend the 10 ft wide pedestrian and non-motorized access easement to reflect the new circulation prior to issuance of a Certificate of Occupancy for the project."

The final trail circulation design was reviewed and approved by the Planning Department and City Engineer through the plan review for Building Permit B21-041. The project was issued a Building Permit B21-041 on August 16, 2021. The applicant has graded and improved the relocated pedestrian and non-motorized access easement in accordance with the approved project plans and to the satisfaction of the Planning Department and City Engineer. Pursuant to condition of approval no. 2 of Building Permit B21-041, "The applicant shall submit a Lot Line Shift application to amend the Lava Street Subdivision Lot 1A plat to reflect the relocated pedestrian easement for City Council's final review and approval following the required public

hearing in accordance with the readjustment of lot lines procedure specified in Ketchum Municipal Code §16.04.060.G. Prior to issuance of a Certificate of Occupancy of the project, the applicant shall record the amended plat as approved by the City Council through the associated Lot Line Shift application to the records of Blaine County.”

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the application proposes to relocate an existing 10-foot-wide pedestrian and non-motorized access easement to make the route more accessible, (2) proposed Lot 1B complies with all dimensional standards required in the LR Zone, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on March 8, 2024. The applicant submitted revised project plans on March 14, 2024. All city department comments were addressed and resolved on the revised plat.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, minor changes to a subdivision, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the city. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to adjust the common lot line between two properties. As conditioned, the proposed 220 Lava Street Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Sustainability Impact:

This application has no impact on the City’s ability to meet the Ketchum Sustainability Action Plan.

Financial Impact:

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
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Attachments:

- | |
|---|
| 1. Lot Line Shift Application Materials |
| 2. Final Plat |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
File Number:	P24-006
Date Received:	1/25/24
By:	HLN
Fee Paid:	\$1700
Approved Date:	
Denied Date:	
By:	

Readjustment of Lot Lines (Lot Line Shift) Application

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

OWNER INFORMATION	
Owner Name: 220 Lava Street LLC	
Mailing Address: 131 E 95th Street, New York, NY 10128	
Phone: 917-968-5940	
Email: gcbiddle@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: Lot 1A, Block 1, Lava Street Subdivision	
Representative of Owner: Galena-Benchmark Engineering	
Phone: 208-788-1705	
Mailing Address: PO Box 733, Ketchum Idaho 83340	
Email: Dave@galena-benchmark.com	
Legal Land Description: Lava street Subdivision, block 1, Lot 1A	
Project Address: 220 Lava street Ketchum Idaho	
Number of Lots: 1	Number of Units: 1
Total Land Area in Square Feet: 429755.10	Current Zoning District: CITY
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input checked="" type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly): All existing easements are remaining. Easement contained in note E5 to be relocated	
ATTACHMENTS NECESSARY TO COMPLETE APPLICATION	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. Title report	
3. PDF version of the final plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.



 Signature of Owner/Representative

1/16/24

 Date



491 N. Main Street, Suite 102
Ketchum, ID 83340

Instrument # 649257
HAILEY, BLAINE, IDAHO
01-10-2018 12:09:57 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF BLAINE COU
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

**ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT**

File No. 635729 /TG

WARRANTY DEED

For Value Received and as a part of an IRC 1031 tax deferred exchange, as relinquished property Parker Gulch L.L.C., an Idaho limited liability company as to an undivided 50% interest; Cindy Curtis, a married woman as her sole and separate property, who acquired title as a single woman, Sandy Hall, a married woman as her sole and separate property, and Scott Curtis, a married man as his sole and separate property, each as to an undivided 16 and 2/3% interest

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

220 Lava Street LLC, an Idaho Limited Liability Company

hereinafter referred to as Grantee, whose current address is 131 East 95th St. New York, NY 10128

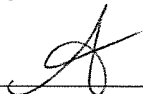
The following described premises, to-wit:

Lot 1A of Block 1, of Lava Street Subdivision Lot 1A Block 1, according to the plat thereof, filed as Instrument No. 514111, records of Blaine County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 2, 2018

Parker Gulch LLC



BY: Scott Curtis, Managing Member



CLTA GUARANTEE

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

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

GUARANTEES

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

Dated: December 4, 2023

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

Countersigned by:

Authorized Countersignature



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

TitleOne
Company Name

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

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

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

9. Limitation of Liability

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

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

11. Payment Loss

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

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

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

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

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

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract

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

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

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 23490249
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090125	\$1,000.00	December 4, 2023 at 7:30 a.m.	\$140.00

Name of Assured:
Gelena-Benchmark Engineering PLLC

The assurances referred to on the face page hereof are:

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

Lot 1A, Block 1 of LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 514111, records of Blaine County, Idaho.

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

Deed Type: Warranty Deed

Grantors: Parker Gulch L.L.C., an Idaho limited liability company as to an undivided 50% interest; Cindy Curtis, a married woman as her sole and separate property, who acquired title as a single woman, Sandy Hall, a married woman as her sole and separate property, and Scott Curtis, a married man as his sole and separate property, each as to an undivided 16 and 2/3% interest

Grantees: 220 Lava Street LLC, an Idaho limited liability company

Recorded Date: January 10, 2018

Instrument: 649257

[Click here to view](#)

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

EXCEPTIONS:

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

220 Lava St, Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.

Parcel Number: [RPK0473000001A](#)

Original Amount: \$14,187.30

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

4. Easements, reservations, restrictions, and dedications as shown on the official plat of Esmeralda Subdivision.
5. Easements, reservations, restrictions, and dedications as shown on the official plat of Lava Street Subdivision.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 1A, Block 1, Lava Street Subdivision](#).
7. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 9, 1934 as Instrument No. [71042](#).
8. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
9. An easement for the purpose shown below and rights incidental thereto as set forth in a Warranty Deed.
Granted to: Robert Royal McDonald and Frances McDonald and Mazie M. Milford
Purpose: Easement to allow ingress and egress over Lava Street
Recorded: August 27, 1951
Instrument No.: [99644](#)
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: March 21, 1963
Instrument No.: [118354](#)
11. All matters, and any rights, easements, interests or claims as disclosed by an Alta Survey of the Ball Property recorded November 28, 1978 as Instrument No. [189033](#).
12. Reservations and/or exceptions as contained in a Warranty Deed, executed by James W. Ball and Edna Joyce Ball, husband and wife, Leslie Joyce Ball, Phillip James Ball and Lindsey Ann Ball.
Recorded: December 15, 1978
Instrument No.: [189638](#)
Purpose: Restrictions Deed Subject To
13. Reservations and/or exceptions as contained in a Warranty Deed, executed by L.A.M. Enterprises, a partnership.
Recorded: December 15, 1978
Instrument No.: [189644](#)
Purpose: Restrictions Warranty Deed Subject To
14. Terms, conditions, easements and, obligations, if any, contained in a Settlement Agreement by and between Carl Curtis, Jeanne Franks, The Vinagre Trust, by and through Gary E. and Linda M. Vinagre, Trustees; Robert and Marjolaine Renfro; William G. and Susan Pollock; Thomas H. "Bud" and Rita Ann Heaney; John T. and Jerry Ann Heaney; William H. and Ann S. Vanderbilt; Richard O. Dalgren and Julie Slocum Dalgren; Kathy Jeanne Harrah; Reli Louise Haemmerle; Fritz Xavier Haemmerle; Wilma Pace; Pamela Jean Rayborn; John D. Pace; Stella A.M. Keane; Carl E. and Susan Ley; Judy L. Demetre and the Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens and the City of Ketchum.
Recorded: July 15, 1997
Instrument No: [403847](#)
15. Terms, conditions, easements and, obligations, if any, contained in an Easement Agreement by and between Carl Curtis, Jeanne Franks, The Vinagre Trust, by and through Gary E. and Linda M. Vinagre, Trustees; Robert and Marjolaine Renfro; William G. and Susan Pollock; Thomas H. "Bud" and Rita Ann Heaney; John T. and Jerry Ann Heaney; William H. and Ann S. Vanderbilt; Richard O. Dalgren and Julie Slocum Dalgren; Kathy Jeanne Harrah; Reli Louise Haemmerle; Fritz Xavier Haemmerle; Wilma Pace; Pamela Jean Rayborn; John D. Pace; Stella A.M. Keane; Carl E. and Susan Ley; Judy L. Demetre and the Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens and the City of Ketchum.
Recorded: December 5, 1997
Instrument No: [408688](#)
16. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.
Granted to: Matthew J. Aho and Carolyn Hubacnek Aho
Purpose: Perpetual easement for ingress and egress; Utilities
Recorded: June 19, 1998
Instrument No.: [415669](#)

17. A Judgment as to Lava Street:

Plaintiff: Matthew J. Aho, a single man and Carolyn Hubachek Aho, a single woman

Defendant: Carl Curtis, an individual, and the heirs devisees, successors and assigns of Fred A. Picard, Andree Picard, Robert Royal McDonald, Frances McDonald and Maizie M. Milford, and all known and unknown claimants, their heirs, successors and assigns

Recorded: June 19, 1998

Instrument No.: [415670](#) and [415671](#)

Corrected by an Order Correcting Omission in Judgment

Recorded: April 19, 1999

Instrument No.: [426343](#)

18. Terms, conditions, easements and, obligations, if any, contained in a Grant of Irrigation Pipeline Easement by and between Susan Mathes, an unmarried woman and Carl Curtis, a married man as his sole and separate property, Cindy Curtis, an unmarried woman, Sandy Hall, a married woman, as her sole and separate property and Scott Curtis, a married man as his sole and separate property.

Recorded: February 19, 2003

Instrument No.: [478786](#)

19. Terms, conditions, easements and, obligations, if any, contained in a Grant of Access Easement by and between Susan Mathes, an unmarried woman and Carl Curtis, a married man as his sole and separate property, Cindy Curtis, an unmarried woman, Sandy Hall, a married woman, as her sole and separate property and Scott Curtis, a married man as his sole and separate property.

Recorded: February 19, 2003

Instrument No.: [478787](#)

20. Terms, conditions, easements and, obligations, if any, contained in a Road Maintenance Agreement by and between Scott Curtis, Cindy Curtis, Sandy Hall and Parker Gulch, L.L.C., an Idaho limited liability company and Craig Smithson.

Recorded: April 29, 2010

Instrument No.: [577127](#)

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000090125

Name of Assured: Gelena-Benchmark Engineering PLLC

Date of Guarantee: December 4, 2023

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

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

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

The parties referred to in this guarantee are as follows:

220 Lava Street LLC, an Idaho limited liability company

Sun Valley Title
By:

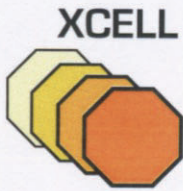


Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



XCELL ENGINEERING, LLC

260 Laurel Lane
Chubbuck, ID 83202
Phone (208) 237-5900
Fax (208) 237-5925
E-mail: paul@xcelleng.com

November 9, 2017

File: P17336

Mr. Jim McLaughlin
9446 West Charlotte Drive
Pocatello ID 83204

RE: **Avalanche Evaluation**
Lot 1A, Block 1, Lava Street Sub
Ketchum, Idaho

Jim:

At your request we have evaluated the subject site for avalanche potential. Our evaluation was performed using existing geometry and design conditions consisting of 1) a 10-foot deep snow accumulation 2) variable snow weight, 3) variable snow cohesion and 4) variable friction angle of snow in a static state. Based on these parameters a finite element model was created and slope stability calculations performed. The results indicate that when accumulated snow is light and deep the factor of safety against occurrence of an avalanche is lowest and avalanche occurrence is within the expected realm of possibility. The modeled avalanches are small, light and of limited extent, usually occurring in the lower third of the acceleration zone identified as Mears-Red. The short length of acceleration, lack of mass and the relatively long area of deceleration limit the length of run out. The models are consistent with the lack of evidence indicating significant avalanche movement on the site. Since the snow lacks mass in its weakest condition the length of run out is not extensive and is anticipated to be on the order of 100 feet. As snow weight and inherent cohesion increase, factors of safety increase and are consistently well above 1 indicating the probability of avalanche is minimal. If the depth of snow is limited to 5-feet of accumulation and the existing vegetation on the site is taken into account the probability of avalanche is much less and occurrences are improbable. Based on the existing geometry it is our opinion that construction on the lot is possible provided the following conditions are incorporated into site layout.

It is our recommendation that:

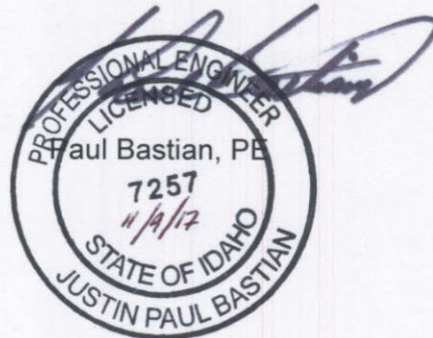
1. Construction on the lot is limited to area more than 240 feet from the uppermost point on the attached map indicated as "Mears-Red."
2. Landscaping around the house should include diversion walls 3-feet in height on the north, east and northwest sides of improvements that will deflect run out away from the house at an angle of approximately 20 degrees or due west or due south.
3. Xcell Engineering shall review all plans, including plans for improvement locations, diversionary structures, site grading and drainage and any water retention facilities.

The following slope stability cross sections show the minimum factor of safety given snow conditions as indicated on each cross section. The factor of safety is shown near the red dot on the upper portion of the page which is the center of rotational failure at the instant of initiation. Immediately after initiation the

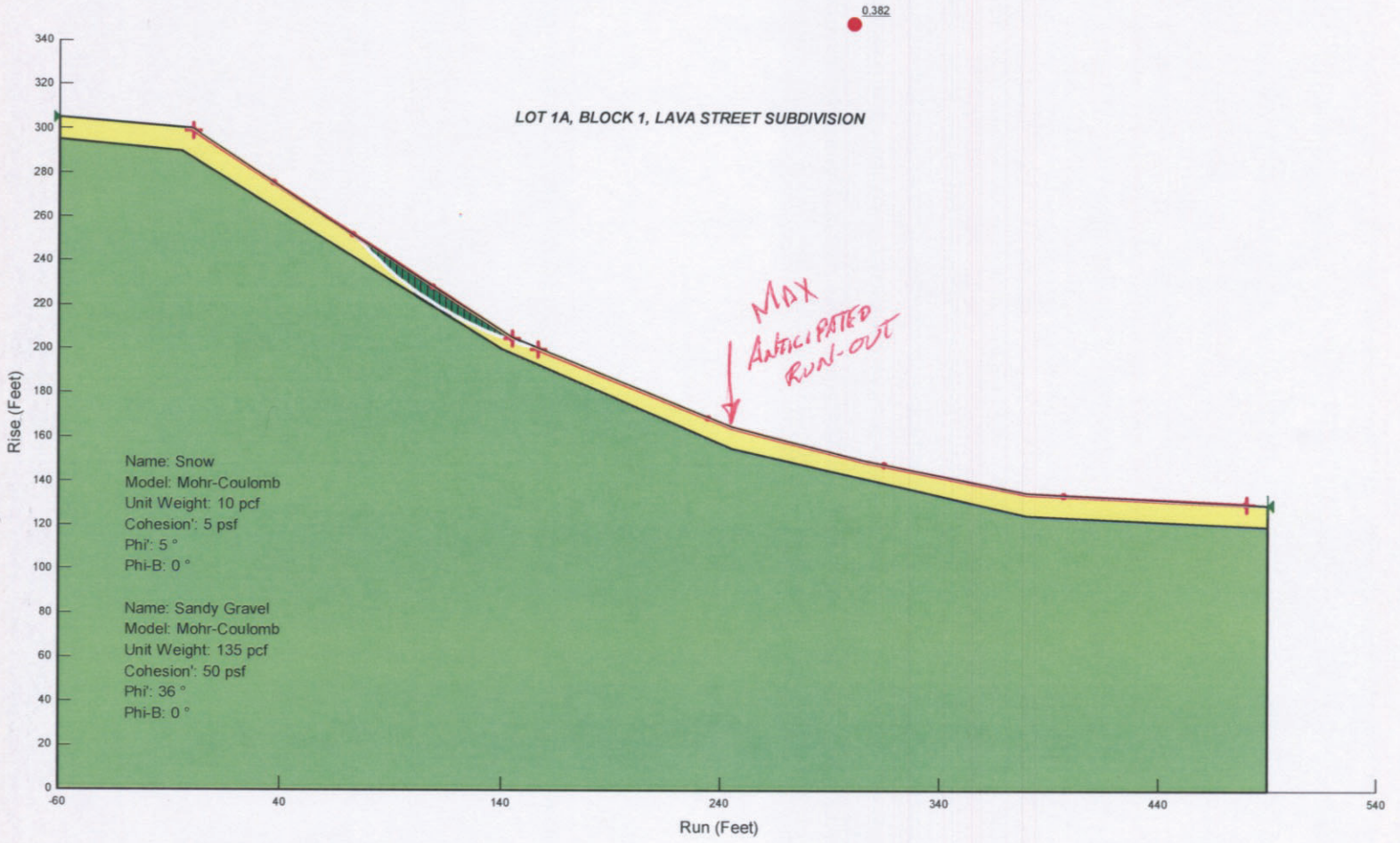
character of mass movement changes to a much more fluid behavior and acceleration will occur as long as the slope is at or above approximately 30 degrees. Since slope geometry flattens quickly just downhill of the modeled failure locations the mass is expected to begin deceleration almost immediately after initiation.

It should be understood that in the event that the hillside burns off and vegetation is removed from the slope above the house AND the design snow accumulation of 5 or more feet occurs prior to vegetation being re-established, AND the accumulation of snow has just the right consistency and strength, then avalanche conditions could occur and the recommended diversion structures would be necessary. Based on our evaluation of the lot, the site faces southwest into direct winter sun and prevailing wind. It is improbable that the three design conditions will occur simultaneously. i.e. 1) sufficient snow will accumulate on the site when 2) it lacks vegetation and 3) the snow will be in its weakest condition. Therefore as indicated earlier in this summary it is our opinion that with appropriate planning and construction the lot is suitable. If you have questions or comments, please call.

Regards,
Xcell Engineering, LLC

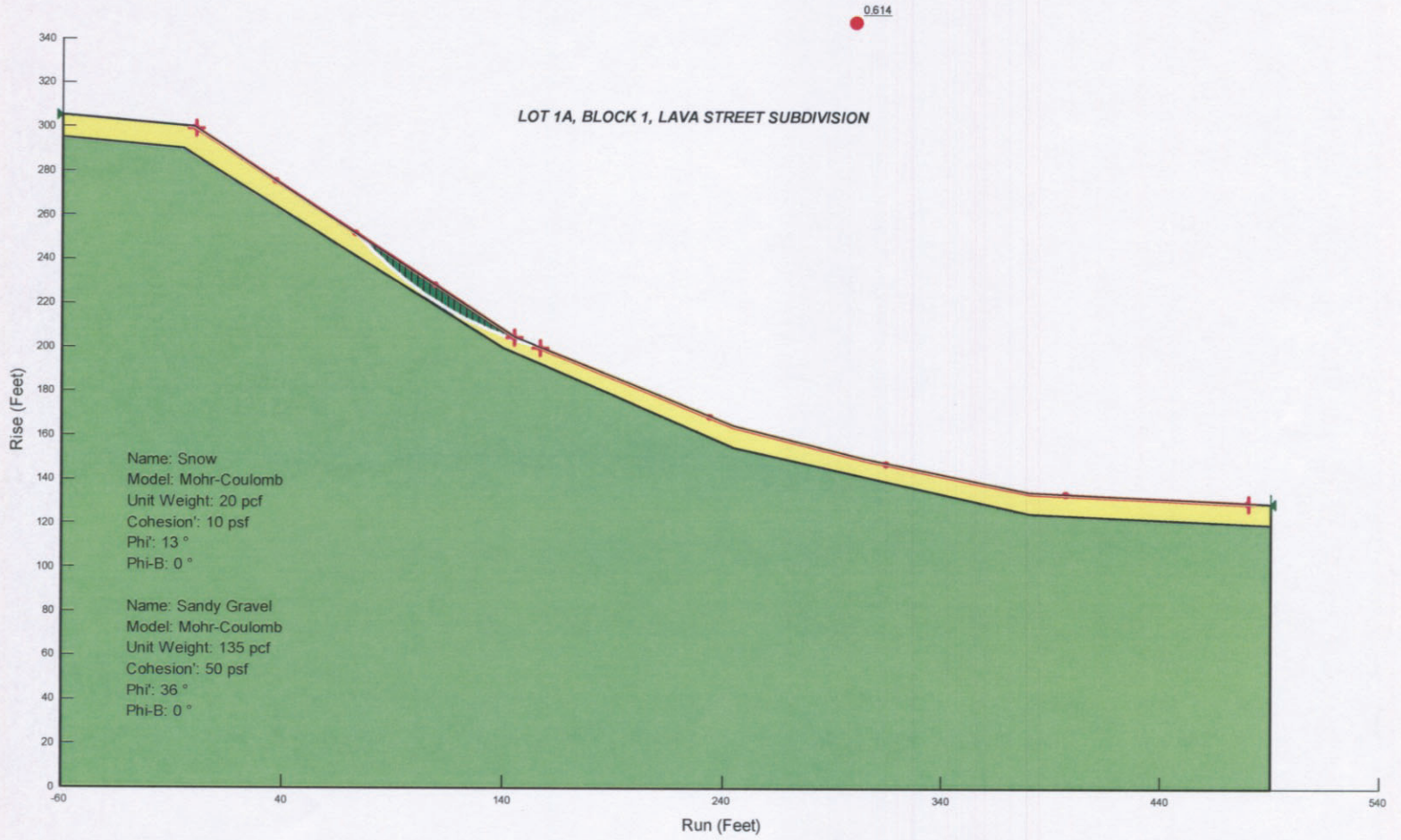


LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION



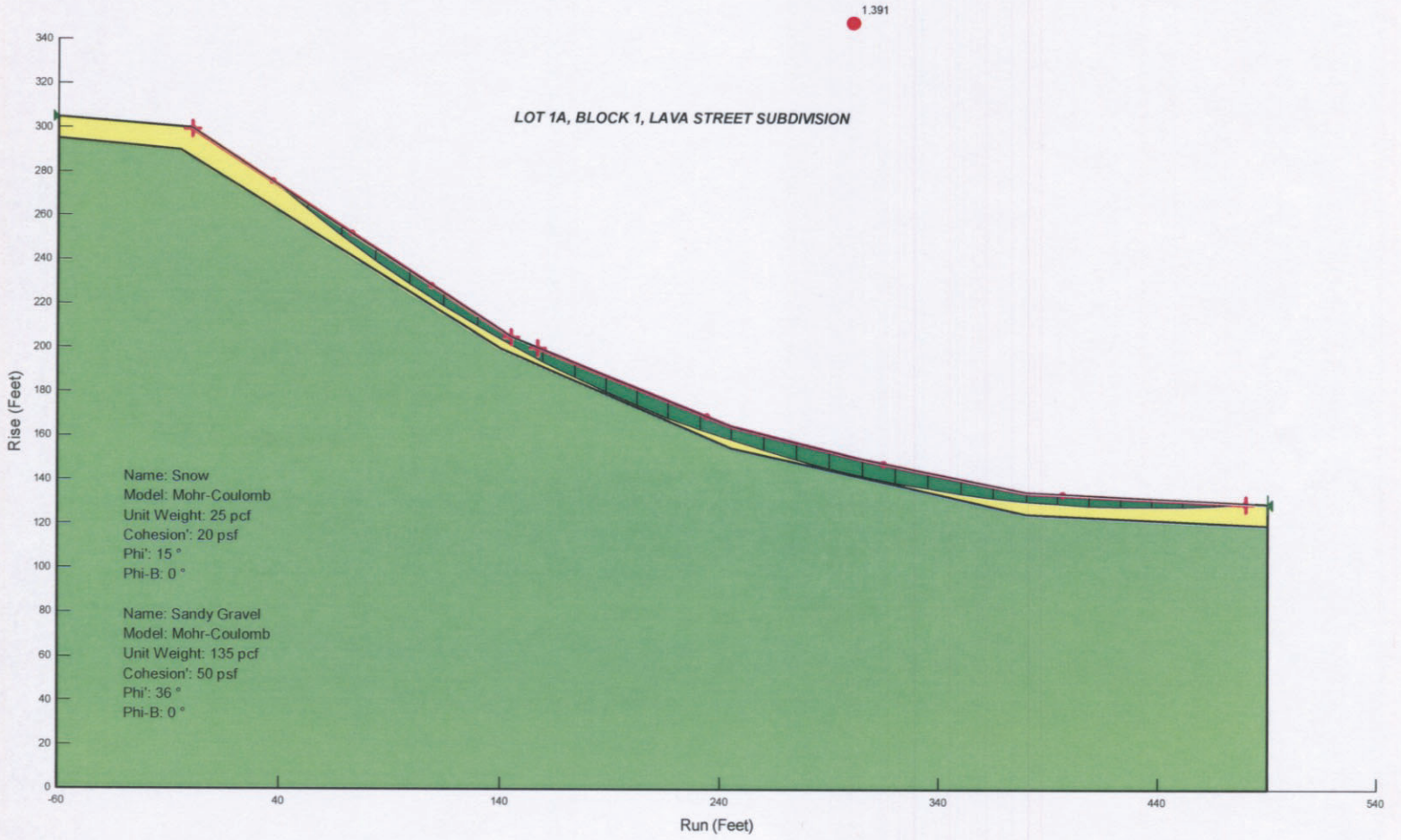
Method	Morgenstern-Price
Factor of Safety	0.382
Total Volume	391.14 ft ³
Total Weight	3,911.4 lbs
Total Resisting Moment	1.3131e+005 lbs-ft
Total Activating Moment	3.4327e+005 lbs-ft
Total Resisting Force	667.74 lbs
Total Activating Force	1,746.3 lbs

LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION



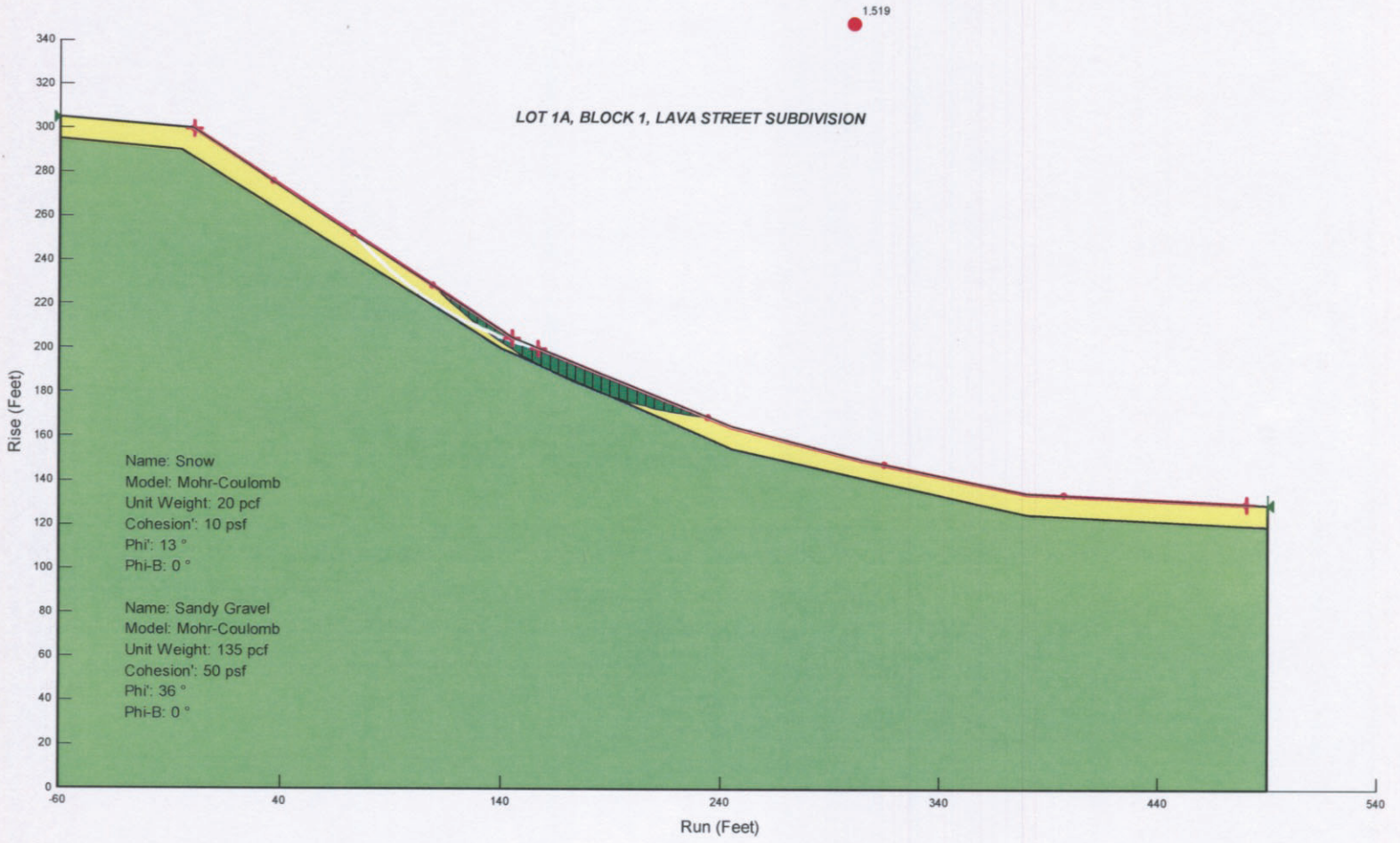
Method	Morgenstern-Price
Factor of Safety	0.614
Total Volume	391.14 ft ³
Total Weight	7,822.8 lbs
Total Resisting Moment	4.2137e+005 lbs-ft
Total Activating Moment	6.8654e+005 lbs-ft
Total Resisting Force	2,146.6 lbs
Total Activating Force	3,498.3 lbs

LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION

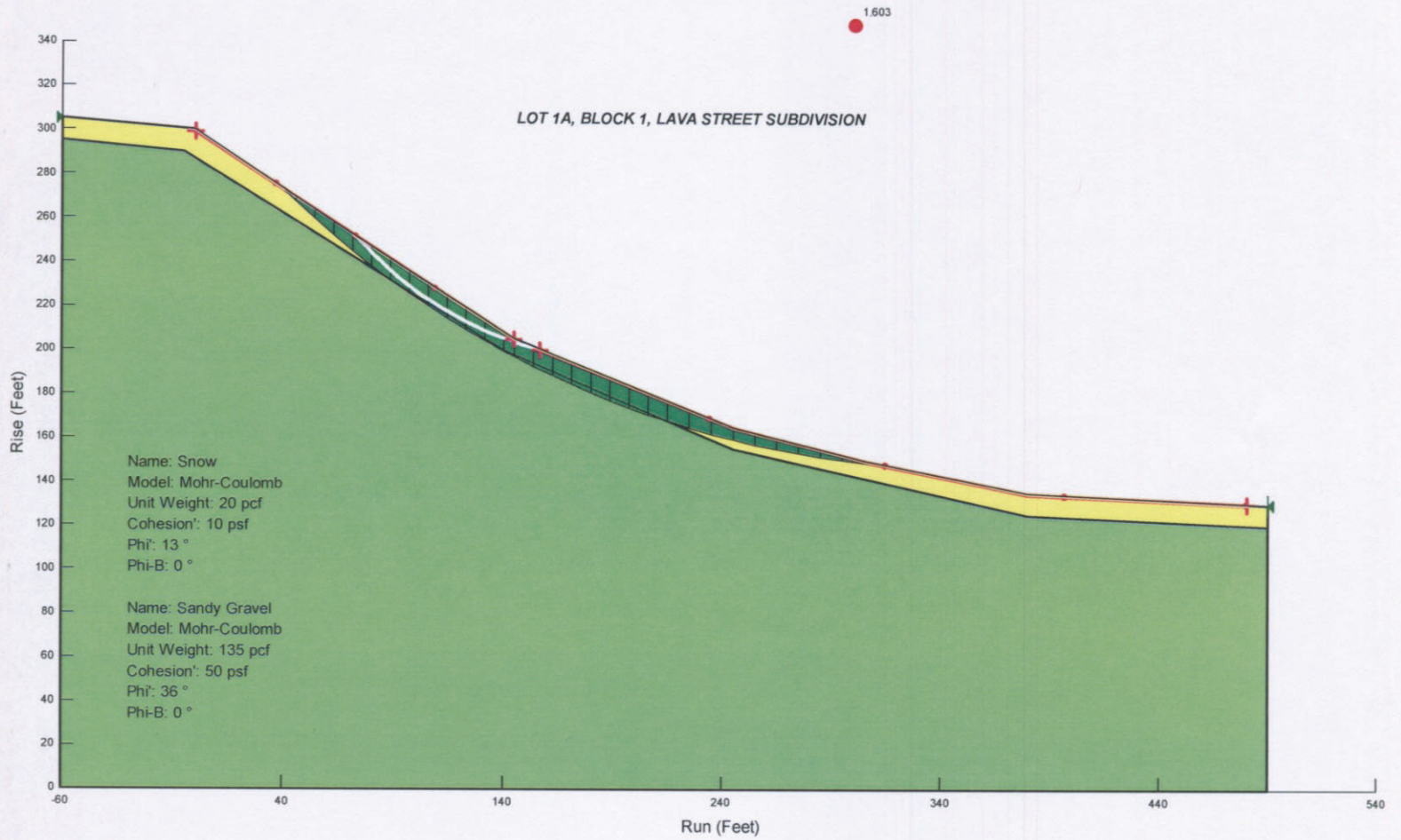


Method	Morgenstern-Price
Factor of Safety	1.391
Total Volume	2,423.2 ft ³
Total Weight	60,580 lbs
Total Resisting Moment	1.5423e+007 lbs-ft
Total Activating Moment	1.1085e+007 lbs-ft
Total Resisting Force	23,659 lbs
Total Activating Force	17,003 lbs

LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION



LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION



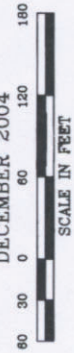
Modeled Area of Movement

Anticipated Extent of Runout

SUN VALLEY CO. (UNPLATTED)



LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION
 WHEREIN THE LOT LINE BETWEEN LOT 1, LAVA STREET SUBDIVISION & LOT 3, CRYSTAL ACRES SUBDIVISION IS SHIFTED AS SHOWN
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 DECEMBER 2004



LEGEND

- Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- Found 1/2" Rebar (Witness Corner)
- Set 1/2" Rebar, L.S. 3621
- Set 5/8" Rebar, L.S. 3621
- Fd. Iron Pipe
- Mountain Overlay District Boundary
- 25% Slope Line
- Building Envelope
- Plot Boundary Line
- Red Avalanche Zone, Per Mears Study
- Blue Avalanche Zone, Per Mears Study
- Slope Area Over 25%
- Access Easement 1, See Note 1
- Access Easement 2, See Note 2
- Access Easement 3, See Note 3
- Access Easement 4, See Note 4
- Pedestrian Easement 5, See Note 5
- Story Pole Location, See Note 12

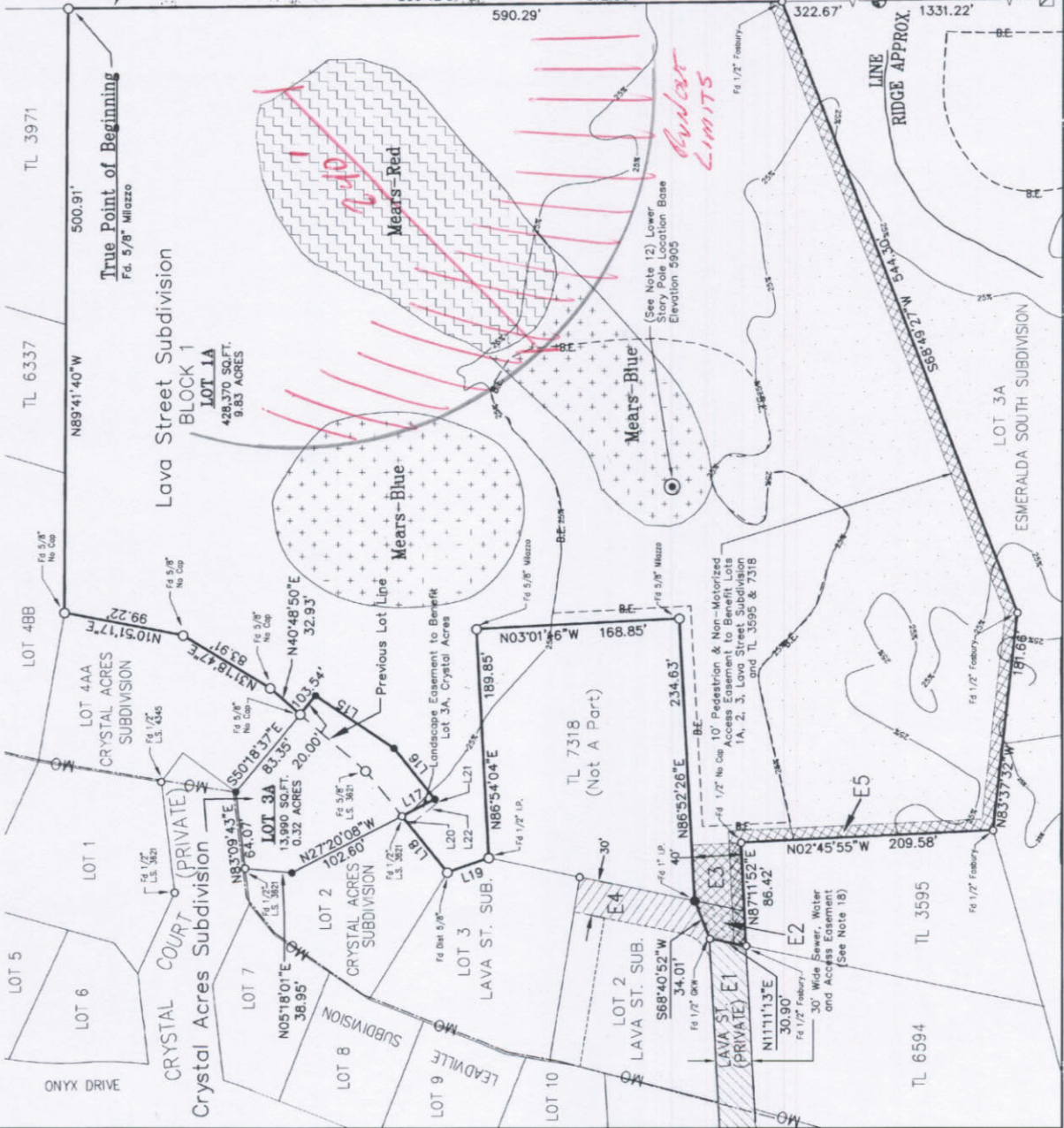
SCALE: 1" = 60'

Basis of Bearings is Esmeralda
 Subd. Plot, Instrument No. 368969

SUN VALLEY CO. (UNPLATTED)

Fd. Brass Cap by O.T.H.
 CS 1/16 Cor. Sec. 18

S 1/4 Cor. Sec. 18
 Fd. Fence Post
 S00°17'32"E



LINE	LENGTH	BEARING
L15	78.00'	S 33°48'28" W
L16	54.13'	S 51°10'55" W
L17	30.61'	S 27°20'08" E
L18	60.04'	S 51°10'55" W
L19	36.46'	S 19°13'34" E
L20	10.00'	N 51°10'55" E
L21	3.67'	S 51°10'55" W
L22	30.00'	N 38°49'05" W

SEE SHEET 2 FOR NOTES

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, are in force. No owner shall construct any building, dwelling or shelter which necessitates the supplying of water or sewage facilities for persons occupying such premises until sanitary restriction requirements are satisfied.

South Central Health Dept., EHS
 Date 12-15-04



LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION
 GALENA ENGINEERING, INC.
 KETCHUM, IDAHO
 SHEET 1 OF 3
 Job No. 8033

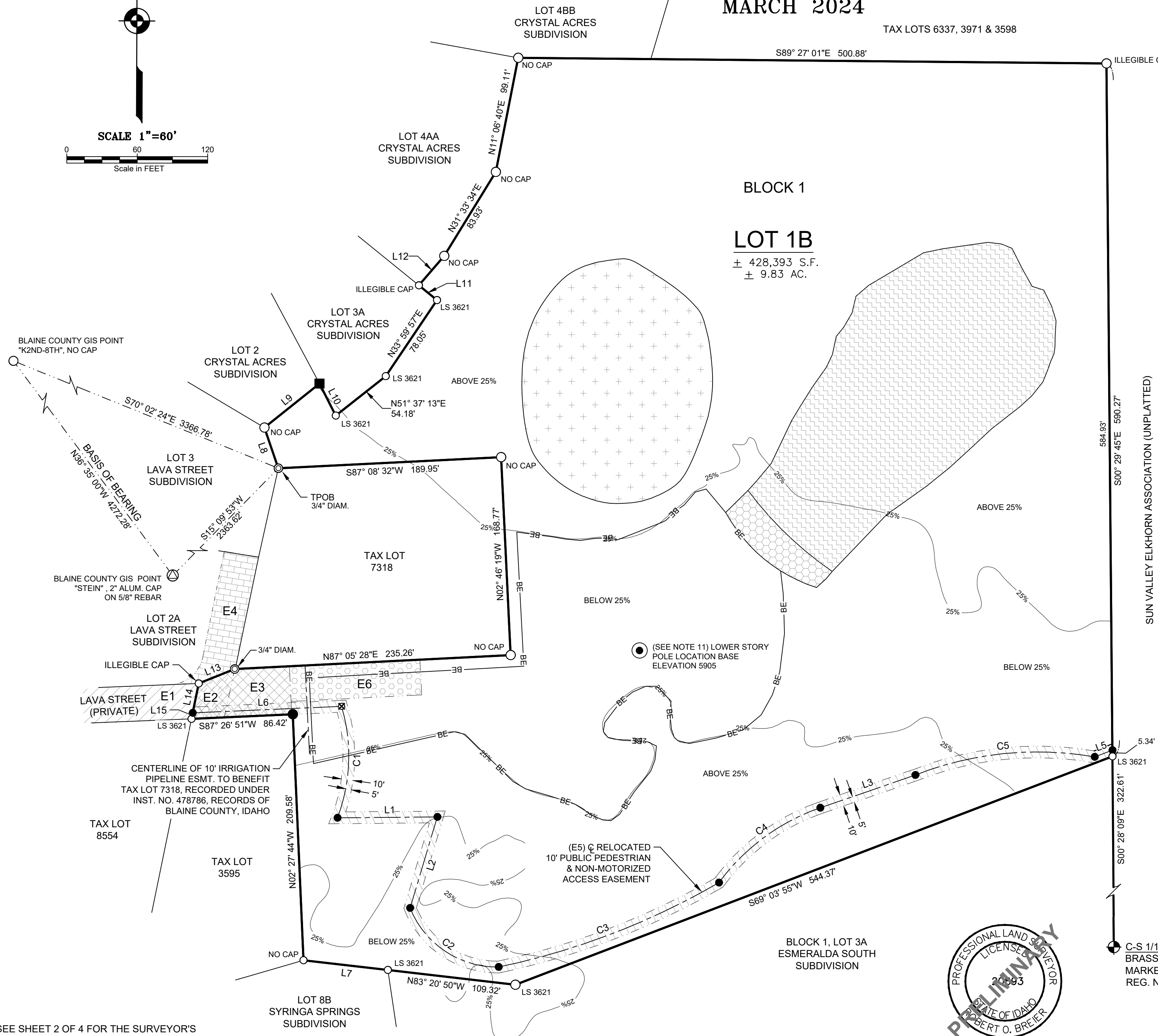
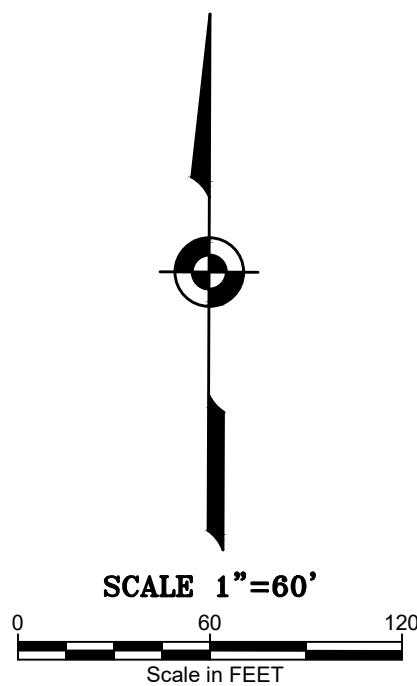
Richard D. Fobury LS 3621

A RE-PLAT SHOWING:
LAVA STREET SUBDIVISION: BLOCK 1, LOT 1B
 WHEREIN THE PEDESTRIAN EASEMENT E5 IS RELOCATED AND THE BUILDING ENVELOPE IS AMENDED
 TO REMOVE PORTIONS WITHIN THE AVALANCHE HAZARD AREA.

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

MARCH 2024

TAX LOTS 6337, 3971 & 3598



LEGEND

- FOUND ALUMINUM CAP (AS NOTED)
- FOUND BRASS CAP (AS NOTED)
- FOUND 5/8" REBAR (AS NOTED)
- FOUND 1/2" REBAR (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- SET 5/8" REBAR MARKED "PLS 20893"
- SET 1/2" REBAR MARKED "EASEMENT PLS 20893"
- SET MAGNAIL AND WASHER MARKED "PLS 20893"
- SET A BRASS MARKER MARKED "PLS 20893"
- 25% 25 PERCENT SLOPE LINE
- BE BUILDING ENVELOPE
- BLAINE COUNTY G.I.S. SURVEY TIE
- EASEMENT (TYPE AND WIDTH AS SHOWN)
- CENTERLINE EASEMENT E5
- BLUE AVALANCHE ZONE, PER XCELL ENGINEERING STUDY (2017)
- RED AVALANCHE ZONE, PER XCELL ENGINEERING STUDY (2017)
- BLUE AVALANCHE ZONE, PER MEARS STUDY
- E1 ACCESS EASEMENT, SEE NOTE 1
- E2 ACCESS EASEMENT, SEE NOTE 2
- E3 ACCESS EASEMENT, SEE NOTE 3
- E4 ACCESS EASEMENT, SEE NOTE 4
- RELOCATED E5 PEDESTRIAN EASEMENT, SEE NOTE 5
- E6 ACCESS EASEMENT TO BENEFIT TAX LOT 7318, RECORDED UNDER INSTRUMENT NO. 478787, RECORDS OF BLAINE COUNTY IDAHO
- STORY POLE LOCATION (NOTE 11)

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

RE-PLAT SHOWING
 LOT 1B, BLOCK 1,
 LAVA STREET SUBDIVISION

GALENA-BENCHMARK ENGINEERING
 KETCHUM, IDAHO

SHEET 1 OF 4
 Job No. 23335

SEE SHEET 2 OF 4 FOR THE SURVEYOR'S
 NARRATIVE, NOTES, LINE AND CURVE TABLES.



A RE-PLAT SHOWING LAVA STREET SUBDIVISION: BLOCK 1, LOT 1B

NOTES

1. E1 - LOTS 1B, 2A, & 3, TL 3595, & TL 7318 HAVE AN EASEMENT FOR INGRESS & EGRESS OVER LAVA STREET, AS RECOGNIZED BY INSTRUMENT NO. 99644, AND AS ILLUSTRATED ON THIS PLAT.
2. E2 - LOTS 2A, 3, TL 7318 & TL 3595 HAVE AN EASEMENT FOR INGRESS, EGRESS & UTILITIES ACROSS LAVA STREET SUBDIVISION, LOT 1B, AS ILLUSTRATED ON THIS PLAT.
3. E3 - TL 3595 & TL 7318 HAVE AN INGRESS, EGRESS & UTILITY EASEMENT AS RECORDED UNDER INSTRUMENT NO. 415669 AND AS ILLUSTRATED ON THIS PLAT.
4. E4 - LOT 3 AND TL 7318 HAVE AN EASEMENT FOR INGRESS, EGRESS & UTILITIES ACROSS LAVA STREET SUBDIVISION, LOT 2A, AS ILLUSTRATED ON THIS PLAT.
5. E5 - A 10 FOOT WIDE PUBLIC PEDESTRIAN AND NON-MOTORIZED ACCESS EASEMENT IS RESERVED AS ILLUSTRATED ON THIS PLAT, FOR ACCESS THROUGH LAVA STREET SUBDIVISION FROM LAVA STREET TO SUN VALLEY COMPANY LAND (UNPLATTED).
6. A RIGHT-OF-WAY AND BLANKET EASEMENT FOR IDAHO POWER CO. FOR THE ERECTION, CONTINUED OPERATION, AND MAINTENANCE OF ELECTRICAL AND TELEPHONE LINES IS RECOGNIZED UNDER INSTRUMENT NO. 118354.
7. THE ENTIRE SUBDIVISION IS ZONED LIMITED RESIDENTIAL AND MOUNTAIN OVERLAY. ALL LOT OWNERS ARE REQUIRED TO OBTAIN APPROVAL FROM THE CITY OF KETCHUM FOR ANY DEVELOPMENT INCLUDING DRIVEWAYS AND STRUCTURES. ALL LOT OWNERS SHALL OBTAIN MOUNTAIN OVERLAY DESIGN REVIEW APPROVAL BEFORE ISSUANCE OF A BUILDING PERMIT. PLATTED BUILDING ENVELOPES DO NOT GUARANTEE THE LOCATION OF A BUILDING OR DRIVEWAY.
8. LOT 1B CONTAINS AREAS THAT HAVE BEEN DEFINED AS RED AND BLUE AVALANCHE ZONES. SEE PLAT NOTE 10 BELOW.
9. ALL KETCHUM BUILDING, WATER, WASTEWATER, AND FIRE DEPARTMENT REQUIREMENTS SHALL BE MET.
10. THE AVALANCHE DANGER AREAS THAT ARE DESIGNATED ON THIS PLAT ARE CONSIDERED BY THE OWNER, CITY OF KETCHUM, AND GALENA BENCHMARK ENGINEERING. AS REASONABLE FOR REGULATORY PURPOSES. HOWEVER, NEITHER THE OWNER, CITY OF KETCHUM, NOR GALENA ENGINEERING, INC. REPRESENTS, GUARANTEES, WARRANTS, OR IMPLIES THE AREAS NEARBY THE DESIGNATED AVALANCHE DANGER AREA ARE SAFE AND FREE OF AVALANCHE DANGER. A COPY OF THE STUDY BY ARTHUR I. MEARS, P.E., INC., NOVEMBER 24, 1982 IS ON FILE IN THE CITY OF KETCHUM PLANNING & ZONING OFFICE. A COPY OF THE STUDY BY XCELL ENGINEERING, LLC DATED NOVEMBER 9, 2017 IS ON FILE IN THE CITY OF KETCHUM PLANNING & ZONING OFFICE.
11. THE MAXIMUM BUILDING HEIGHT FOR THAT PORTION OF BUILDING ON LOT 1B WHICH IS VISIBLE FROM THE CENTERLINE INTERSECTION OF EAST AVENUE AND FOURTH STREET SHALL NOT EXCEED AN ELEVATION OF 5921 FEET (OR 16 FEET ABOVE THE BASE OF THE LOWER STORY POLE LOCATION AS IDENTIFIED ON THE PLAT), OR AS DETERMINED BY MOUNTAIN OVERLAY DESIGN REVIEW. STORY POLE SHOWN ON PLAT IS TO SHOW LOCATION ONLY, ACTUAL STORY POLE WILL NEED TO BE RESET IN FIELD IF REQUIRED FOR DESIGN REVIEW.
12. IN THE EVENT THAT ANY PORTION OF THE LOT 1B BUILDING IS VISIBLE FROM THE CENTERLINE INTERSECTION OF EAST AVENUE AND FOURTH STREET LANDSCAPING SHALL BE INSTALLED TO MINIMIZE VISIBILITY PURSUANT TO KETCHUM MOUNTAIN OVERLAY DESIGN REVIEW.
13. THE MAXIMUM BUILDING SQUARE FOOTAGE FOR LOT 1B SHALL BE NO LARGER THAN 12,000 SQUARE FEET. THE MAXIMUM BUILDING FOOTPRINT SHALL BE NO LARGER THAN 8,000 SQUARE FEET.
14. THE MAXIMUM BUILDING HEIGHT FOR ANY PORTION OF LOT 1B NOT VISIBLE FROM THE CENTERLINE INTERSECTION OF EAST AVENUE AND FOURTH STREET SHALL NOT EXCEED 25 FEET ABOVE EXISTING GRADE, AND/OR ELEVATION 5950 FEET, AT THE HIGHEST POINT OF THE BUILDING ENVELOPE, OR AS DETERMINED BY KETCHUM MOUNTAIN OVERLAY DESIGN REVIEW.
15. THE LOT 1B BUILDING HEIGHT FOR ANY PORTION OF THE BUILDING BELOW 5921 FEET SHALL BE SUBJECT TO KETCHUM MOUNTAIN OVERLAY DESIGN REVIEW.
16. ANY PORTION OF THE LOT 1B DRIVEWAY EXTENDING BEYOND THE HAMMERHEAD TURNAROUND AND EXCEEDING 10% IN GRADE SHALL BE HEATED PER KETCHUM FIRE CHIEF.
17. A 30 FOOT WIDE ACCESS/UTILITY EASEMENT IS GRANTED ALONG THE CENTERLINE OF LAVA STREET FOR KETCHUM WATER & SEWER DEPARTMENT. HOMEOWNERS SHALL BE RESPONSIBLE FOR ANY REPAIRS TO SEWER AND WATER UTILITIES.
18. BUILDING MATERIALS AND COLORS MAY BE REQUIRED TO BE NATURAL TO MEET THE STANDARDS OF KETCHUM MOUNTAIN OVERLAY DESIGN REVIEW.
19. EACH LOT SHALL CONTROL SITE DRAINAGE TO NOT DEPOSIT EXCESS RUNOFF ONTO LAVA STREET, LEADVILLE AVENUE OR OTHER LOTS ADJACENT TO AND WITHIN THE SUBDIVISION.
20. LOT 1B SHALL NOT BE FURTHER SUBDIVIDED.

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO RELOCATE THE PEDESTRIAN EASEMENT E5, AMEND THE BUILDING ENVELOPE AND TO SHOW MONUMENTS FOUND AND SET DURING A BOUNDARY RETRACEMENT OF LAVA STREET SUBDIVISION, BLOCK 1, LOT 1A. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED BY HOLDING RECORD DISTANCES BETWEEN FOUND MONUMENTS.
2. DOCUMENTS USED IN THE COURSE OF THIS PLAT:
 - A. RECORD OF SURVEY FOR TAX LOTS 4502(7318), 4502A(7317) AND 2632(7318), OCTOBER, 1996 INSTRUMENT NO. 386101.
 - B. PLAT OF LAVA STREET SUBDIVISION, INSTRUMENT NO. 449159.
 - C. PLAT OF LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION, INSTRUMENT NO. 514111.
 - D. LOT LINE SHIFT PLAT OF ESMERALDA SUBDIVISION, INSTRUMENT NO. 386969.
3. AN ELEVATION DATUM IS NOT SHOWN ON THE ORIGINAL PLAT OF LAVA STREET SUBDIVISION, INSTRUMENT NO. 449159 AND THE PLAT OF LOT 1A, BLOCK 1 LAVA STREET SUBDIVISION, INSTRUMENT NO. 514111, RECORDS OF BLAINE COUNTY, IDAHO. NOTES 12, 15 AND 16 ARE PER SAID PLATS. THE DATUM USED TO ESTABLISH THE ELEVATIONS IN SAID PLAT NOTES IS UNCLEAR TO THE SURVEYOR.
4. THE DISTANCES SHOWN ARE MEASURED. REFER TO ABOVE REFERENCED DOCUMENTS FOR RECORD DIMENSIONS.
5. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL PROPERTY: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE ZONES/POTENTIAL, FLOOD PLAIN INFORMATION, RIPARIAN, RIVERINE OR ANY OTHER LAND-USE REGULATIONS OR HAZARDS, DEED RESTRICTIONS AND EXCEPTIONS CONTAINED WITHIN A CURRENT TITLE POLICY.

Line Table		
Line #	Length	Direction
L1	85.04'	N89°30'04"E
L2	80.98'	S16°38'19"W
L3	85.63'	N70°59'01"E
L5	16.19'	N69°03'55"E
L6	126.96'	N87°26'51"E
L7	72.34'	N83°24'46"W
L8	36.62'	N18°45'34"W
L9	60.04'	N51°21'29"E
L10	30.61'	S26°58'09"E
L11	19.84'	N50°48'09"W
L12	33.09'	N40°41'20"E
L13	33.01'	N68°13'09"E
L14	25.62'	N11°34'42"E
L15	5.16'	N11°34'42"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	96.76'	148.12'	37°25'44"	S2° 08' 32"W	95.05'
C2	96.33'	79.88'	69°05'43"	S56° 20' 01"E	90.60'
C3	201.67'	630.87'	18°18'56"	N69° 02' 10"E	200.81'
C4	108.99'	179.47'	34°47'38"	N53° 32' 58"E	107.32'
C5	155.41'	282.83'	31°28'56"	S84° 14' 28"W	153.46'



RE-PLAT SHOWING
LOT 1B, BLOCK 1,
LAVA STREET SUBDIVISION

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 2 OF 4
Job No. 23335

CERTIFICATE OF OWNERSHIP

This is to certify that 220 LAVA STREET LLC, an Idaho limited liability company is the owner in fee simple of the following described Real Property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1A, Block 1 of LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 514111, records of Blaine County, Idaho.

Owners grant to the public, an easement for pedestrian and non-motorized access, as identified on the foregoing plat as E5. All other easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

Pursuant to Idaho Code 50-1334, the undersigned, as owner does hereby certify that the lot in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve the lot shown on this plat.

The undersigned hereby certify, to the extent required, the notification and/or approval of the foregoing plat by any holders of recorded security interest in and to the real property described above.

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

220 LAVA STREET LLC, an Idaho limited liability company

BY: _____

PRINTED: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

RE-PLAT SHOWING
LOT 1B, BLOCK 1,
LAVA STREET SUBDIVISION

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 3 OF 4
Job No. 23335

KETCHUM CITY COUNCIL’S CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2024, this plat was duly accepted and approved.

Trent Donat, City Clerk

KETCHUM CITY ENGINEER’S CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Robyn Mattison, City Engineer

KETCHUM CITY PLANNER’S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

By: _____
City Planner

SURVEYOR’S CERTIFICATE

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

Robert O. Breier, PLS 20893



BLAINE COUNTY SURVEYOR’S APPROVAL

I, the undersigned, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to plats and surveys.

Sam Young, County Surveyor

Date

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent County property taxes for the property included in this subdivision have been paid in full.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER’S CERTIFICATE

RE-PLAT SHOWING
LOT 1B, BLOCK 1,
LAVA STREET SUBDIVISION

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 4 OF 4
Job No. 23335



City of Ketchum
Planning & Building

IN RE:)	
)	
220 Lava Street)	KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines))	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 15, 2024)	DECISION
)	
File Number: P24-006)	

Findings Regarding Application Filed

PROJECT: 220 Lava Street Lot Line Shift

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P24-006

OWNER: 220 Lava Street LLC

REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering

REQUEST: Relocate an existing 10-foot-wide pedestrian and non-motorized access easement to make the route more accessible and modify the avalanche hazard areas mapped on the subject property to reflect an updated site-specific avalanche study

LOCATION: 220 Lava Street (Lava Street Subdivision: Block 1: Lot 1A)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on March 27, 2024. The public hearing notice was published in the Idaho Mountain Express on March 27, 2024. The public hearing notice was posted on the city’s website on March 31, 2024.

ZONING: Limited Residential (LR Zone)

OVERLAY: Mountain Overlay & Avalanche Zone

FINDINGS OF FACT

The 220 Lava Street Lot Line Shift Application proposes to modify an existing 10-foot-wide pedestrian and non-motorized access easement. The location of the easement has been relocated to make the route more accessible to pedestrians. The application proposes to dedicate this pedestrian and non-motorized access easement to the public. In addition to relocating the pedestrian access easement, the

Lot Line Shift application proposes updating the avalanche hazard areas mapped on the subject property based on updated site-specific avalanche study. The avalanche hazard areas shown on the existing Lava Street Subdivision Lot 1A plat map are based on an avalanche study conducted by Arthur Mears, P.E. in 1982. The avalanche hazard areas shown on sheet 1 of the proposed final plat reflect an updated avalanche study conducted by Xcell Engineering in 2017. No changes are proposed to the existing lot lines of subject property.

The Planning and Zoning Commission reviewed and approved Mountain Overlay Design Review Application File No. P19-085 for the development of a new 8,982-square-foot single-family residence and associated site improvements located at 220 Lava Street on September 9, 2019. Pursuant to condition of approval no. 14 of Mountain Overlay Design Review Application File No. P19-085, "The trail circulation design as proposed by the applicant on Sheet L5 of the Design Review submittal shall be finalized and approved by the Planning & Building Department prior to installation. The applicant shall amend the 10 ft wide pedestrian and non-motorized access easement to reflect the new circulation prior to issuance of a Certificate of Occupancy for the project."

The final trail circulation design was reviewed and approved by the Planning Department and City Engineer through the plan review for Building Permit B21-041. The project was issued a Building Permit B21-041 on August 16, 2021. The applicant has graded and improved the relocated pedestrian and non-motorized access easement in accordance with the approved project plans and to the satisfaction of the Planning Department and City Engineer. Pursuant to condition of approval no. 2 of Building Permit B21-041, "The applicant shall submit a Lot Line Shift application to amend the Lava Street Subdivision Lot 1A plat to reflect the relocated pedestrian easement for City Council's final review and approval following the required public hearing in accordance with the readjustment of lot lines procedure specified in Ketchum Municipal Code §16.04.060.G. Prior to issuance of a Certificate of Occupancy of the project, the applicant shall record the amended plat as approved by the City Council through the associated Lot Line Shift application to the records of Blaine County."

FINDINGS REGARDING READJUSTMENT OF LOT LINES

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) the application proposes to relocate an existing 10-foot-wide pedestrian and non-motorized access easement to make the route more accessible, (2) proposed Lot 1B complies with all dimensional standards required in the LR Zone, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on March 8, 2024. The applicant submitted revised project plans on March 14, 2024. All city department comments were addressed and resolved on the revised plat.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, minor changes to a subdivision, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the city. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to adjust the common lot line between two properties. As conditioned, the proposed 220 Lava Street Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

TABLE 1: FINDINGS REGARDING CONTENTS OF FINAL PLAT

Findings Regarding Contents of Final Plat				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>Council Findings</i>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “K2nd-8th” and “Stein” as shown on sheet 1 of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>The location and description of monuments are provided on Sheet 1 of the Final Plat.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>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.</p>
			<i>Council Findings</i>	<p><i>Sheet 1 of the final plat shows the location of shows the property lines of Lava Street Subdivision Lot 1B, which remain unchanged with this proposal. Sheet 1 of the final plat shows the locations and dimensions of all easements with associated references to notes on sheet 2 of the final plat. The easements include:</i></p> <ul style="list-style-type: none"> • <i>E1 Access Easement, See Note 1</i> <ul style="list-style-type: none"> ○ <i>Note 1: E1-Lots 1B, 2A, & 3, TL3595 have an easement for ingress & egress over Lava Street, as recognized by Instrument No. 99644, and as illustrated on this plat.</i> • <i>E2 Access Easement, See Note 2</i> <ul style="list-style-type: none"> ○ <i>Note 2: E2 – Lots 2A, 3, TL 7318 & TL 3595 have an easement for ingress, egress, & utilities across Lava Street Subdivision, Lot 1B, as illustrated on this plat.</i> • <i>E3 Access Easement, See Note 3</i> <ul style="list-style-type: none"> ○ <i>Note 3: E3- TL 3595 & TL 7318 have an ingress, egress & utility easement as recorded under Instrument No. 415669 and as illustrated on this plat.</i> • <i>E4 Access Easement, See Note 4</i> <ul style="list-style-type: none"> ○ <i>Note 4: E4- Lot 3 and TL 7318 have an easement for ingress, egress & utilities across Lava Street Subdivision, Lot 2A, as illustrated on this plat.</i> • <i>Relocated E5 Pedestrian Easement, See Note 5</i> <ul style="list-style-type: none"> ○ <i>E5 – A 10 foot wide public pedestrian and non-motorized access easement is reserved as illustrated on this plat, for access through Lava Street Subdivision from Lava Street to Sun Valley Company land (unplatted).</i> • <i>E6 Access Easement to Benefit Tax Lot 7318, Recorded Under Instrument No. 478787, Records of Blaine County, Idaho</i> • <i>Centerline of 10’ Irrigation Pipeline Easement to Benefit Tax Lot 7318, Recorded Under Instrument No. 478786, Records of Blaine County, Idaho</i> <p><i>The avalanche hazard areas shown on the existing Lava Street Subdivision Lot 1A plat map are based on an avalanche study conducted by Arthur Mears,</i></p>

				<p><i>P.E. in 1982. The Lot Line Shift Application proposes to update the avalanche hazard areas on the property to reflect an updated avalanche study conducted by Xcell Engineering in 2017. The building envelope shown on sheet 1 of the final plat complies with the requirements for lots with slopes in excess of 25% specified in Ketchum Municipal Code §16.04.040.F2 as the building envelope is established outside the hillside of 25% and greater slope. In addition, the building envelope is sited outside of the avalanche hazard area on the property.</i></p> <p><i>No changes are proposed to the existing boundary lines of Lot 1A. No new lots, streets, or blocks are being proposed with this application. The property is not located within the floodplain or floodway. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<p>Names and locations of all adjoining subdivisions.</p> <p><i>Sheet 1 of the final plat shows the following adjacent properties and subdivisions:</i></p> <ul style="list-style-type: none"> • <i>Block 1, Lot 3A, Esmeralda South Subdivision</i> • <i>Lot 8B Syringa Springs Subdivision</i> • <i>Tax Lot 3595</i> • <i>Tax Lot 8554</i> • <i>Lot 2A Lava Street Subdivision</i> • <i>Lot 3 Lava Street Subdivision</i> • <i>Lot 2 Crystal Acres Subdivision</i> • <i>Lot 3A Crystal Acres Subdivision</i> • <i>Lot 4AA Crystal Acres Subdivision</i> • <i>Lot 4BB Crystal Acres Subdivision</i> • <i>Tax Lots 6337, 3971, & 3598</i> • <i>Sun Valley Elkhorn Association (Unplatted)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<p>Name and right of way width of each street and other public rights of way.</p> <p><i>The subject property located at 220 Lava Street is not accessed from a public street or public right-of-way. The property is accessed from private Lava Street, which is access easement E1 shown the sheet 1 of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<p>Location, dimension and purpose of all easements, public or private.</p> <p><i>Sheet 1 of the final plat shows the locations and dimensions of all public and private easements. The notes on sheet 2 of the final plat specify the purpose of all easements.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<p>The blocks numbered consecutively throughout each block.</p> <p><i>N/A. No new blocks are created with this lot line shift application.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.8	<p>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</p>

				Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Council Findings</i>	<i>Sheet 1 of the final plat shows the location and dimensions of the 10' public pedestrian & non-motorized access easement. Note 5 on sheet 2 of the proposed final plat states, "E5 – A 10 foot wide public pedestrian and non-motorized access easement is reserved as illustrated on this plat, for access through Lava Street Subdivision from Lava Street to Sun Valley Company Land (unplatted)." The Certificate of Ownership on sheet 3 of the proposed final plat states, "Owners grant to the public, an easement for pedestrian and non-motorized access, as identified on the foregoing plat on E5."</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>Council Findings</i>	<i>As shown on Sheet 1 of the final plat, the plat is titled "Lava Street Subdivision: Block 1, Lot 1B," which is not the same as any other subdivision in Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>The scale, north arrow, and date are included on sheet 1 of the final plat.</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>Council Findings</i>	<i>The subject property located at 220 Lava Street is not accessed from a public street or public right-of-way. The property is accessed from private Lava Street, which is access easement E1 shown the sheet 1 of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Council Findings</i>	<i>N/A as the existing residential subdivision is not governed by a homeowners' association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			<i>Council Findings</i>	<i>Sheet 4 of the final plat includes the required Surveyor's Certificate.</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>Council Findings</i>	<i>A lot book guarantee issued by Stewart Title Guaranty Company dated December 4, 2023 was used to prepare the final plat map and submitted with the final plat application.</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>Council Findings</i>	<i>Sheet 3 of the final plat includes a certificate of ownership and associated acknowledgement from the owner and holder of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.

			<i>Council Findings</i>	<i>Sheet 4 of the final plat includes the City Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Council Findings</i>	<i>Sheet 4 of the final plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Council Findings</i>	<i>All restrictions included on the original Lava Street subdivision plat established in 2001 are included on the proposed final plat, including the building height restrictions, maximum square footage, driveway, exterior materials and colors, and drainage requirements specified in plat notes 11 through 20 on sheet 2 of the proposed final plat.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<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>
			<i>Findings</i>	<p><i>The proposed siting of the relocated pedestrian and non-motorized access easement was review through Mountain Overlay Design Review Application File No. P19-085 for the development of a new 8,982-square-foot single-family residence located at 220 Lava Street. The Planning and Zoning Commission approved Mountain Overlay Design Review Application File No. P19-085 on September 9, 2019. Pursuant to condition of approval no. 14 of Mountain Overlay Design Review Application File No. P19-085, "The trail circulation design as proposed by the applicant on Sheet L5 of the Design Review submittal shall be finalized and approved by the Planning & Building Department prior to installation. The applicant shall amend the 10 ft wide pedestrian and non-motorized access easement to reflect the new circulation prior to issuance of a Certificate of Occupancy for the project."</i></p> <p><i>The final trail circulation design was reviewed and approved by the Planning Department and City Engineer through the plan review for</i></p>

				<i>Building Permit B21-041. The project was issued a Building Permit B21-041 on August 16, 2021. The applicant has graded and improved the relocated pedestrian and non-motorized access easement in accordance with the approved project plans and to the satisfaction of the Planning Department and City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<p><i>The proposed siting of the relocated pedestrian and non-motorized access easement was review through Mountain Overlay Design Review Application File No. P19-085 for the development of a new 8,982-square-foot single-family residence located at 220 Lava Street. The Planning and Zoning Commission approved Mountain Overlay Design Review Application File No. P19-085 on September 9, 2019. Pursuant to condition of approval no. 14 of Mountain Overlay Design Review Application File No. P19-085, "The trail circulation design as proposed by the applicant on Sheet L5 of the Design Review submittal shall be finalized and approved by the Planning & Building Department prior to installation. The applicant shall amend the 10 ft wide pedestrian and non-motorized access easement to reflect the new circulation prior to issuance of a Certificate of Occupancy for the project."</i></p> <p><i>The final trail circulation design was reviewed and approved by the Planning Department and City Engineer through the plan review for Building Permit B21-041. The project was issued a Building Permit B21-041 on August 16, 2021. The applicant has graded and improved the relocated pedestrian and non-motorized access easement in accordance with the approved project plans and to the satisfaction of the Planning Department and City Engineer.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety.

				In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	<i>This standard is not applicable as the grading improvements for the recirculated pedestrian access easement are complete and have been inspected and approved by the City Engineer and Planning Department. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	<i>This standard is not applicable as the grading improvements for the relocated pedestrian easement were constructed per the project plans approved with Building Permit B21-041. The improvements were inspected and approved by the City Engineer and Planning Department. No additional improvements are proposed or required for the lot line shift.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <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

			<p>and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>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.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<p><i>Findings</i></p>	<p><i>The avalanche hazard areas shown on the existing Lava Street Subdivision Lot 1A plat map are based on an avalanche study conducted by Arthur Mears, P.E. in 1982. The Lot Line Shift Application proposes to update the avalanche hazard areas on the property to reflect an updated avalanche study conducted by Xcell Engineering in 2017. The building envelope shown on sheet 1 of the final plat complies with the requirements for lots</i></p>

				<p><i>with slopes in excess of 25% specified in Ketchum Municipal Code §16.04.040.F2 as the building envelope is established outside the hillside of 25% and greater slope. In addition, the building envelope is sited outside of the avalanche hazard area on the property.</i></p> <p><i>No changes are proposed to the existing boundary lines of Lot 1A. No new lots, streets, or blocks are being proposed with this application. The project complies with all conditions of approval specified in the approvals for Mountain Overlay Design Review Application File No. P19-085 and Building Permit B21-041.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	<i>N/A. This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing pedestrian access easement within an existing residential subdivision. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 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;

			<p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p>
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			<p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><i>Findings</i></p> <p><i>N/A. This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing pedestrian access easement within an existing residential subdivision. This application does not create a new block. This proposal does not create a new street, private road, or bridge.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.1</p> <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as</p>

				required improvement and in conformance with design standards specified in subsection H2 of this section.
			<i>Findings</i>	<i>N/A. This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing pedestrian access easement within an existing residential subdivision. This application does not create a new block. Alleys are not required in residential neighborhoods.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans. 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.

			<i>Findings</i>	<p>The location and dimensions of existing utility easements are shown on sheet 1 of the proposed final plat. The notes on sheet 2 of the final plat specify the purpose of these easements. The existing utility easements include:</p> <ul style="list-style-type: none"> • E2 – Lots 2A, 3, TL 7318 & TL 3595 have an easement for ingress, egress, & utilities across Lava Street Subdivision, Lot 1B, as illustrated on this plat. • E3- TL 3595 & TL 7318 have an ingress, egress & utility easement as recorded under Instrument No. 415669 and as illustrated on this plat. • E4- Lot 3 and TL 7318 have an easement for ingress, egress & utilities across Lava Street Subdivision, Lot 2A, as illustrated on this plat. • Note 6: A right-of-way and blanket easement for Idaho Power Co. for the erection, continued operation, and maintenance of electrical and telephone lines is recognized under Instrument No. 118354.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating the existing pedestrian access easement on the subject property. Sewer system improvements are not required for this lot line shift. Sewer system improvements for the single-family residence located at 220 Lava Street were review and approved by the Planning and Zoning Commission through Mountain Overlay Design Review Application File No. P19-085 and city departments through Building Permit B21-041.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the</p>

				<p>supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating the existing pedestrian access easement on the subject property. Water system improvements are not required for this lot line shift. Water system improvements for the single-family residence located at 220 Lava Street were review and approved by the Planning and Zoning Commission through Mountain Overlay Design Review Application File No. P19-085 and city departments through Building Permit B21-041.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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>
			<i>Findings</i>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating the existing pedestrian access easement on the subject property within an existing residential subdivision. Planting strip improvements are not required for this lot line shift.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <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.

			<p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
		<i>Findings</i>	<p><i>The proposed siting of the relocated pedestrian and non-motorized access easement was review through Mountain Overlay Design Review Application File No. P19-085 for the development of a new 8,982-square-</i></p>

				<p><i>foot single-family residence located at 220 Lava Street. The Planning and Zoning Commission approved Mountain Overlay Design Review Application File No. P19-085 on September 9, 2019. Pursuant to condition of approval no. 14 of Mountain Overlay Design Review Application File No. P19-085, "The trail circulation design as proposed by the applicant on Sheet L5 of the Design Review submittal shall be finalized and approved by the Planning & Building Department prior to installation. The applicant shall amend the 10 ft wide pedestrian and non-motorized access easement to reflect the new circulation prior to issuance of a Certificate of Occupancy for the project."</i></p> <p><i>The final trail circulation design was reviewed and approved by the Planning Department and City Engineer through the plan review for Building Permit B21-041. The project was issued a Building Permit B21-041 on August 16, 2021. The applicant has graded and improved the relocated pedestrian and non-motorized access easement in accordance with the approved project plans and to the satisfaction of the Planning Department and City Engineer.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<p><i>Drainage improvements for the proposed site improvements single-family residence located at 220 Lava Street were review and approved by the Planning and Zoning Commission through Mountain Overlay Design Review Application File No. P19-085 and city departments through Building Permit B21-041.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.</p>

			Findings	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating the existing pedestrian access easement on the subject property. Utility improvements for the single-family residence located at 220 Lava Street were review and approved by the Planning and Zoning Commission through Mountain Overlay Design Review Application File No. P19-085 and city departments through Building Permit B21-041.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing pedestrian access easement on the subject property, which is within an existing residential subdivision. Off-site improvements are not required or proposed with this lot line shift.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	<i>The project complies with all conditions of approval specified in Mountain Overlay Design Review Application File No. P19-085 and Building Permit B21-041.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>The project complies with the project plans approved with Mountain Overlay Design Review Application File No. P19-085 and Building Permit B21-041. The design of the single-family residence and associated site improvements preserve the existing rock outcroppings on the subject property.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application.

2. The Ketchum City Council has authority to hear the applicant's Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the 220 Lava Street Lot Line Shift Application File No. P24-006 this Monday, April 15, 2024 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The final plat shall be recorded with the Blaine County Clerk and Recorder's Office within one year of approval by the Ketchum City Council.
2. Upon recording of the final plat with the Blaine County Clerk and Recorder's Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.

Findings of Fact **adopted** this 15th day of April 2024.

Neil Bradshaw, Mayor
City of Ketchum



**PARKING MANAGEMENT PLAN
DRAFT
2024**





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EXECUTIVE SUMMARY3

DRAFT

OVERVIEW OF PARKING MANAGEMENT PLAN & PURPOSE

A photograph of a wooden boardwalk with railings leading through a forest with yellow autumn trees under a blue sky. The boardwalk is made of wooden planks and has dark brown railings on both sides. The trees are mostly deciduous with yellow and orange leaves. The sky is clear and blue. The overall scene is bright and sunny.



EXECUTIVE SUMMARY

ABOUT THE PLAN

The Parking Management Plan (the "Plan") delineates the strategic measures aimed at instating a proficient and streamlined parking and mobility program within the jurisdiction of the City of Ketchum ("City"). Rooted in a comprehensive assessment encompassing an examination of the City's parking policies, operational framework, and technological infrastructure, the Plan integrates insights gleaned from community engagement initiatives and ongoing data compilation endeavors.

RATIONALE FOR IMPLEMENTING A PARKING MANAGEMENT PLAN

Parking administration has consistently played a significant role in shaping the historical development of Ketchum. This focus underscores the City's commitment to effective urban planning strategies. Moreover, the City has embraced an "iterative planning approach," reflecting a proactive stance towards adapting to evolving urban dynamics. Recent years have witnessed intensified efforts, driven by a surge in development stemming from pandemic-induced population shifts and rapid urban expansion. Notably, discussions regarding parking have been integral to Ketchum's developmental discourse since the 2014 Comprehensive Plan, providing valuable historical context to contemporary parking management initiatives.

PLAN DEVELOPMENT PROCESS

The City of Ketchum enlisted the expertise of Dixon Resources Unlimited (DIXON), a respected authority in parking consultancy renowned for its extensive nationwide clientele and accolades within the parking industry. Leveraging DIXON's proficiency, a comprehensive assessment was undertaken to evaluate the existing parking landscape, resulting in the development of the 2022 Draft Parking Action Plan. Since then, a phased implementation strategy has been actively pursued throughout 2022 and 2023.

Key strategic investments, guided by DIXON's recommendations, included adoption of License Plate Recognition (LPR) technology alongside backend support for citation management. This strategic initiative is designed to ensure consistent and unequivocal enforcement, recognized as a cornerstone of effective parking management. The enforcement framework is reinforced by



data analytics driven by LPR technology, focusing on vital metrics such as block duration, occupancy rates, and adherence to the 85% rule. This rule dictates that parking availability is considered optimal when occupancy levels remain at or below 85%, thereby mitigating the necessity for prolonged searches for vacant parking spaces.



RECONCILING PARKING NEEDS & COMMUNITY VISION





KETCHUM'S PRIORITIES

COMMUNITY VISION

Ketchum's current vision and values were adopted in the 2014 Comprehensive Plan, which is being updated alongside this Parking Management Plan. A recent community survey took place to help guide the process, based upon priorities expressed by the public.



Ketchum's values are multifaceted, helping to create a vision committed to fostering a vibrant, sustainable, and interconnected community. Central to this vision is the aspiration for a greener community, where environmental stewardship and sustainability practices are prioritized to preserve the area's natural beauty and resources. Coupled with this is the goal of nurturing a strong

and diverse economy, one that thrives on innovation, entrepreneurship, and collaboration across sectors, ensuring long-term prosperity for residents and businesses alike.

Also integral to Ketchum's vision is the cultivation of a vibrant downtown, serving as the heart of social, cultural, and economic activity. In Ketchum, we embrace the unique character of the community and harness the power of arts and culture to create an inviting and dynamic urban landscape that draws visitors and fosters a sense of belonging among residents. Moreover, recognizing the interconnectedness of the Wood River Valley, Ketchum is committed to working collaboratively with neighboring towns and stakeholders to address regional challenges and opportunities, ensuring collective progress and prosperity.

At the core of Ketchum's vision is a dedication to preserving and enhancing the community's character, reflected in a variety of housing options that cater to diverse needs and preferences. This commitment extends to safeguarding environmental quality and scenic beauty, underpinning the exceptional recreation opportunities that define the appeal of our area. A well-connected



community, both physically and socially, further reinforces the sense of belonging and cohesion that lies at the heart of Ketchum's vision.



However, reconciling this vision for a thriving, sustainable community with the practical necessity of parking requires careful strategy, planning, and acknowledgement of the trade-offs. Balancing the need for accessible parking with the goal of creating pedestrian-friendly spaces, reducing environmental impact and fostering a rich and vibrant community necessitates innovative solutions and thoughtful decision-making.

Among the most significant revelations is the strong emphasis placed on three key factors: *a variety of housing options; environmental quality; and the pursuit of a greener community.* This underscores a shared commitment to fostering a diverse and sustainable living environment, with respondents expressing a desire for housing solutions that cater to different needs and income levels, as well as a

MAIN STREET

GARAGE **PARK AND RIDE**

SIDEWALK IMPROVEMENTS/ WALKABILITY

CITY DOESN'T TAKE PARKING SERIOUSLY **WA LOT**

AGING COMMUNITY

I WANT TO PARK IN FRONT OF MY OWN BUSINESS

HOW IMPORTANT IT IS TO DOWNTOWN BUSINESSES **BLUEBIRD**

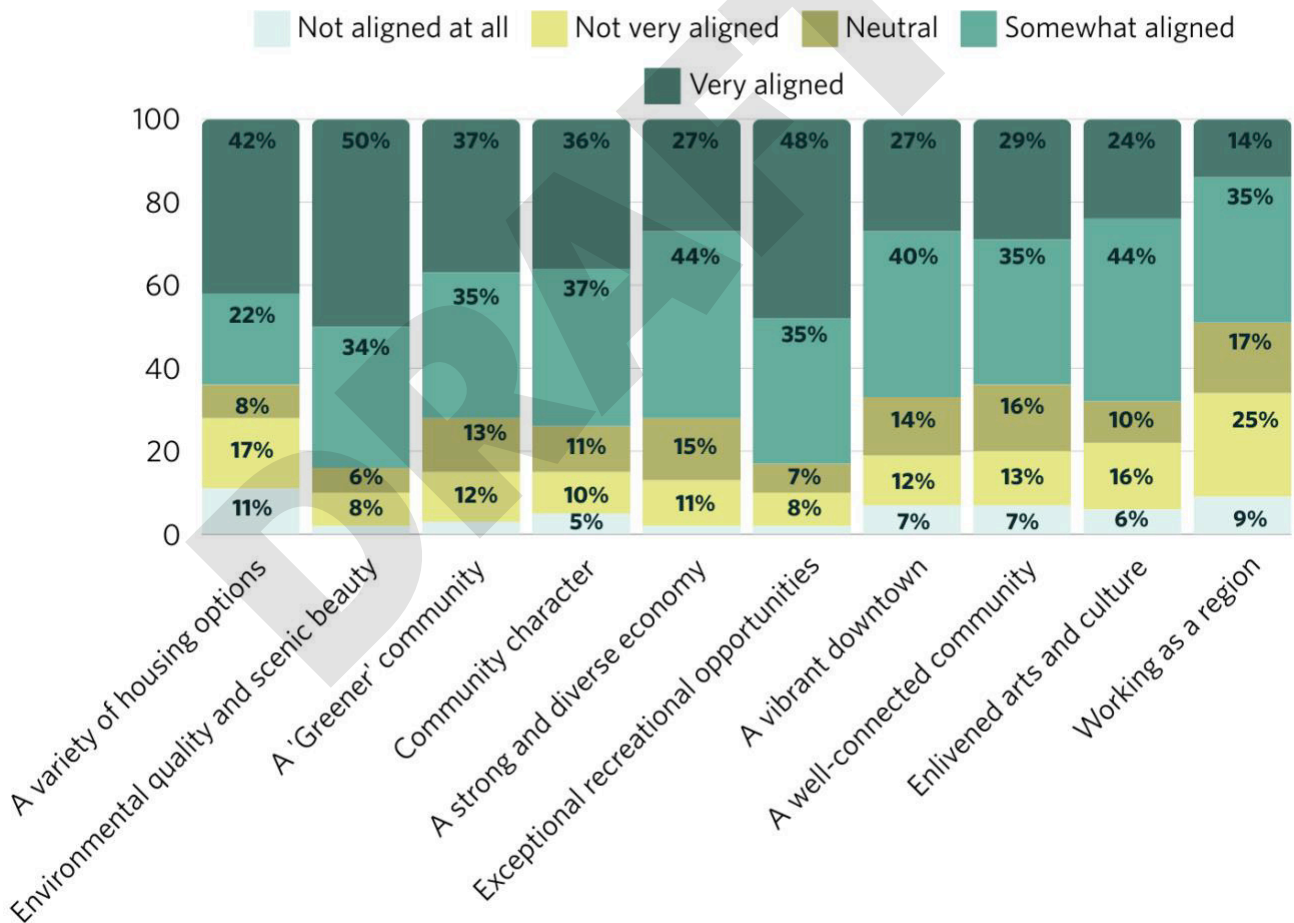
OVERNIGHT / WINTER PARKING



concerted effort to preserve the natural beauty and resources of the area.

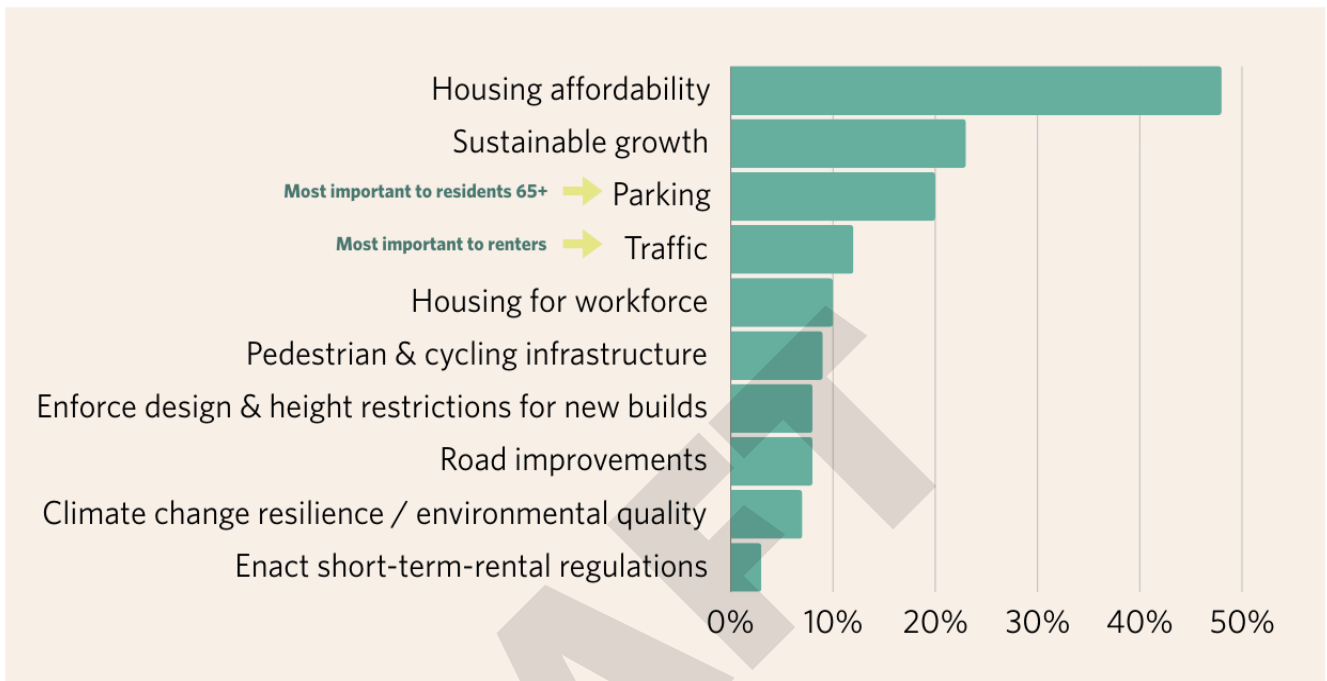
Conversely, the survey identified three elements that were deemed least important by participants: *working with other cities in the Wood River Valley*; *the enrichment of arts and culture*; and *the establishment of a well-connected community*. While these aspects are undoubtedly valued, their lower prioritization suggests a nuanced approach may be needed in community planning and resource allocation to effectively address the most pressing concerns and aspirations of Ketchum's residents and businesses.

How aligned are Ketchum's values to your vision for Ketchum's future?

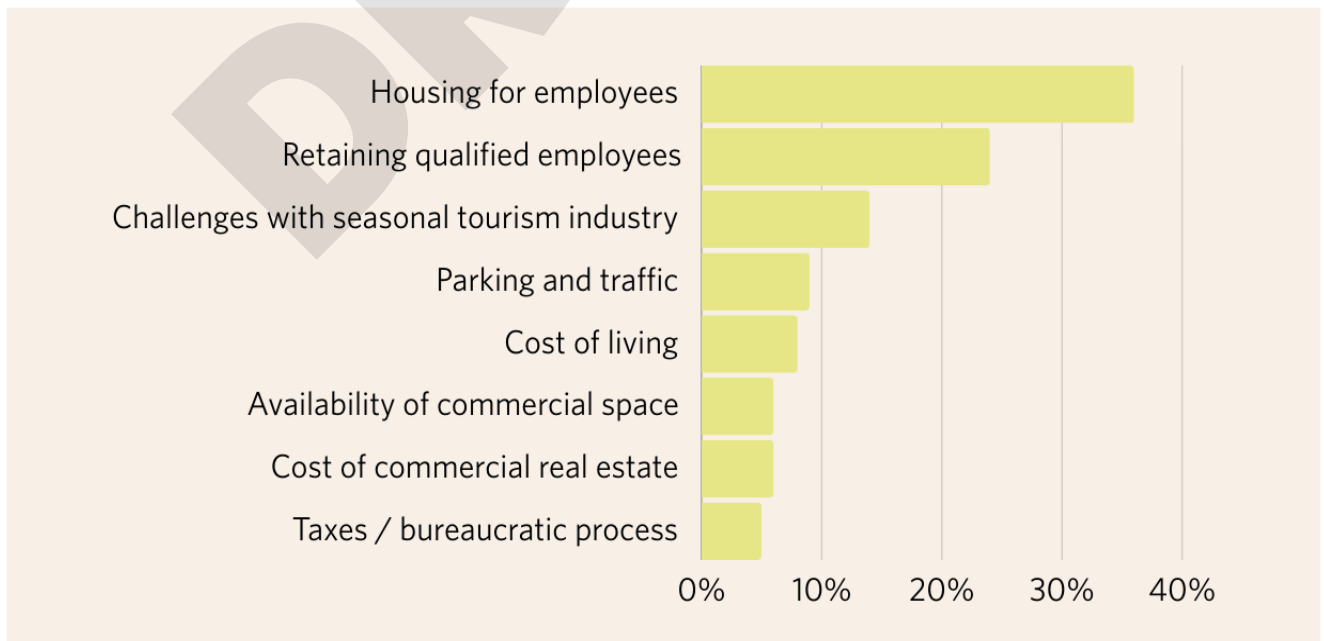




MOST IMPORTANT ISSUES FOR RESIDENTS



MOST IMPORTANT ISSUES FOR BUSINESSES



*Statistics collected January-February 2024 through a controlled survey of Ketchum business owners, employees, and residents (renters and homeowners)

PARKING MANAGEMENT & PRIORITIES





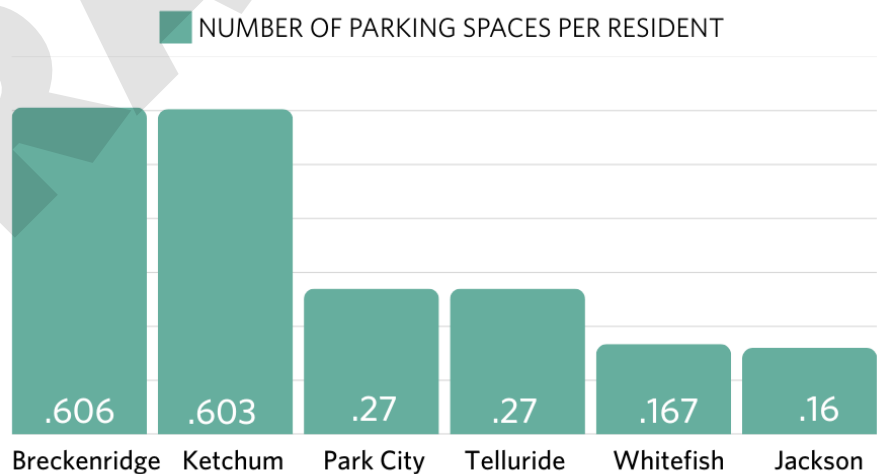
PARKING STRATEGIES IN KETCHUM

HOW KETCHUM MANAGES ADEQUATE SUPPLY

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CURRENT INVENTORY

In comparison to other mountain destinations, Ketchum stands out as a leader with relatively robust parking inventory. Our community currently has a higher ratio of parking spaces per resident than many similar towns. Ketchum's ample parking supply contributes to the convenience and accessibility of its downtown area, supporting local businesses and enhancing the overall visitor experience. Parking remains a critical aspect of urban planning in mountain towns, and Ketchum's current and planned inventory sets it apart as a frontrunner for parking per resident.



The comparison of Ketchum's parking inventory with that of peer resort cities indicates favorable conditions; however, ongoing adjustments are necessary to maintain equilibrium between the available short-term (2 hours or less) and long-term (2 or more hours) parking options. Striking the right balance between these two types of parking is paramount to addressing our foremost parking priority: serving the needs of the retail customer effectively. Enforcement emerges as a critical element and foundational pillar in ensuring parking availability and fostering a harmonious balance between short-term and long-term parking supplies.



Comprehensive patrols cover all areas of Ketchum, with particular emphasis on the downtown core and Warm Springs ski base/retail area, as well as during special events. Embracing a "Park Once" philosophy is fundamental to the success of our parking management plan, with a primary objective being the elimination of the challenges associated with the "two-hour parking/goat rodeo" scenario.

PRIORITIES

It is widely acknowledged that sprawling, extensive parking infrastructure can significantly impact the character, green spaces, and aesthetics of a mountain town. Beyond the practical implications of land use, such as limited space for green areas and increased traffic congestion, extensive parking lots can detract from the unique charm and scenic beauty that define Ketchum. The visual dominance of asphalt and vehicles can diminish the sense of place and authenticity that residents and visitors cherish, detracting from the overall appeal and vibrancy of our town. As such, finding a balance between providing necessary parking amenities and preserving the character, green spaces, and aesthetics of the community is essential to ensuring the long-term sustainability and attractiveness of the City of Ketchum.

In alignment with Ketchum's vision for a vibrant downtown community, the prioritization of short-term parking for customers and long-term parking for employees stands as a strategic imperative. Placing short-term parking in close proximity to store fronts not only enhances accessibility for patrons but also fosters a dynamic retail environment conducive to increased foot traffic and economic activity. By strategically positioning short-term parking nearer to storefronts, Ketchum aims to optimize the convenience and ease of access for customers

engaging in short-duration visits, thereby bolstering local businesses. Simultaneously, allocating long-term parking



Parking plans prioritizing supply affect other things, such as character, sprawl, and green spaces (example from Breckenridge, Colorado).



spaces for employees ensures reliable access to parking infrastructure, promoting workforce retention and satisfaction. This approach not only supports the vitality of the downtown area but also underscores Ketchum's commitment to fostering a cohesive and thriving community landscape.

When comparing Ketchum's parking plans and inventory to those of comparable mountain resort towns such as Jackson, Telluride, Breckenridge, Park City, and Whitefish, several key observations emerge. Each of these destinations faces similar challenges in managing parking demand amidst thriving tourism and recreational activities. However, the specifics of their parking strategies vary significantly based on factors such as town layout, population density, and transportation infrastructure.

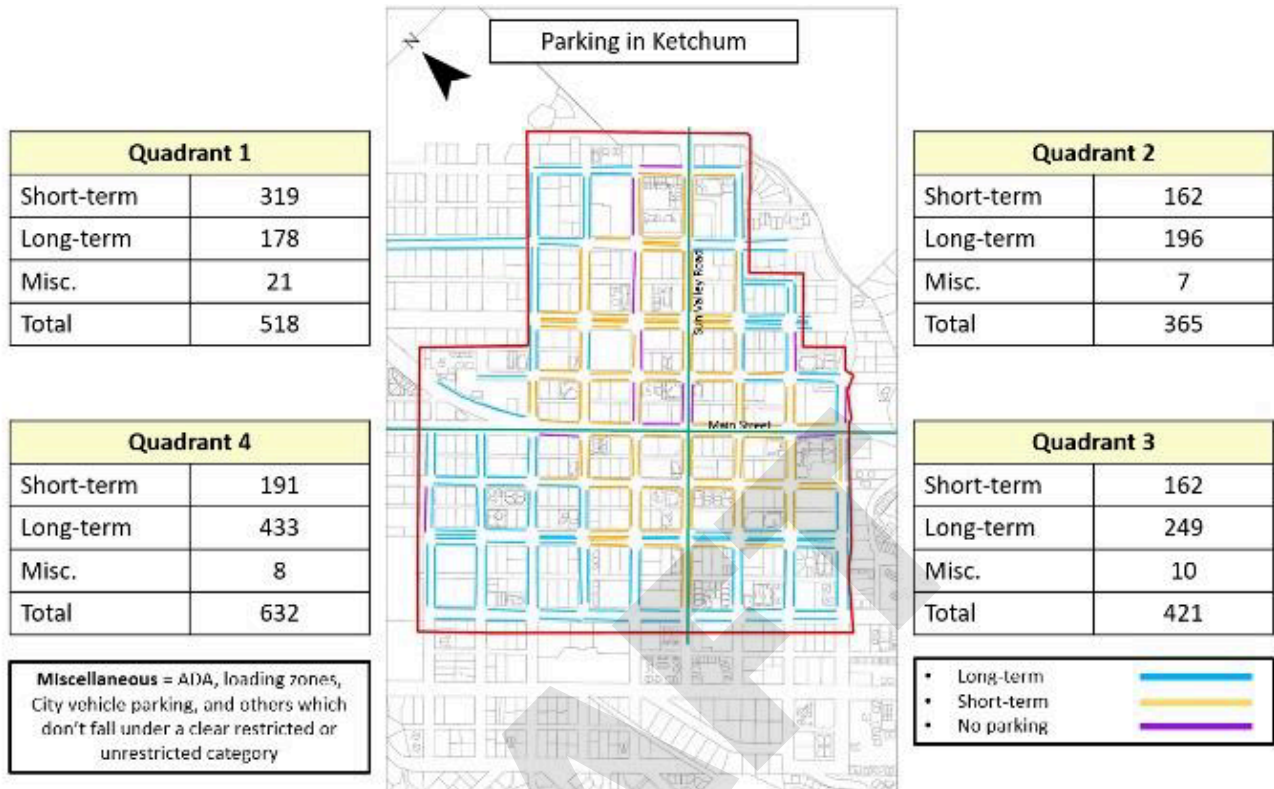
Town	Ketchum	Breckenridge	Jackson	Park City	Telluride	Whitefish
Resident population	3,588	5,024	10,849	8457 (1,200)	2,600	8,492
Paid on-street	N	Y	N	Y	Y	N
Permits						
employee (lots)	N	Y (1179 permits)	N	N	N	Y
employee (on-street)	N	N	N	N	N	N
residential	N (in development)	Y (540)	N	Y	Y	N
Off-street surface lots						
# lots	3	2	4	2	2	0
# total spaces	148	1500	384	900	620	0
Parking structures						
# structures	0	1	1	1	1	1
# total spaces	0	958	280	600	74	220
total # on-street spaces	2,018	585	1,078	800	Y (varies per season)	1192
# short-term (regulated)	834	585	1,078	400	all regulated	Approx. 332
# long-term (unregulated)	1056	0	0	400	0	Approx. 860
Grand Total Spaces	2,166	3,043	1,742	2,300	694 not including on street	1,412



PERFORMANCE MEASURES

In Ketchum’s effort to optimize parking management in the Community Core, the City has established a performance metric aimed at achieving an **85% parking occupancy rate**, ensuring that at least one spot per block remains typically available. This metric serves as a foundational benchmark in the City’s concentrated quadrant approach, delineated by Main St and Sun Valley Road, which divides the area into four unique quadrants necessitating tailored parking management decisions.

In its pursuit of optimizing parking management within Ketchum's Community Core, the City recognizes the imperative of tailored strategies that acknowledge the diverse characteristics and needs of its distinct quadrants. Each quadrant is treated individually to ensure a nuanced approach to parking allocation and accessibility. Better understanding the unique dynamics of each quadrant enables the City to implement strategies that address current demands and anticipate future developments—fostering a vibrant and inclusive environment for residents, visitors, and businesses alike.



The division of the Community Core into quadrants allows for a granular assessment of parking needs and preferences, reflecting the varied activities and attractions within each area.

Quadrant 1, for instance, is centered around grocery retail and encompasses potential future housing projects. Recognizing the importance of convenient access for shoppers and residents, parking strategies in this quadrant prioritize accessibility to grocery stores and future residential developments.

In **Quadrant 2**, characterized by hotels, dining establishments, and entertainment venues, the focus shifts to accommodating visitors seeking leisure and hospitality experiences. Here, parking management aims to ensure seamless access to hotels, restaurants, and entertainment options, facilitating the flow of both patrons and employees.

Similarly, **Quadrant 3** mirrors the hospitality and entertainment focus of Quadrant 2, necessitating parking solutions tailored to the needs of guests and diners frequenting the area's establishments. By strategically allocating parking resources in close proximity to hotels and entertainment venues, the City enhances the overall visitor experience and supports local businesses.



Quadrant 4, on the other hand, adopts a more business-centric approach, featuring a concentration of restaurants, art galleries, and museums. Parking strategies in this quadrant prioritize accessibility for patrons frequenting these cultural and culinary destinations, as well as facilitating the needs of employees working in the area.

The delineation of parking quadrants within Ketchum's Community Core allows for a nuanced and responsive approach to parking management, ensuring that the unique characteristics and activities of each area are effectively supported. Tailoring strategies to align with the distinct needs of each quadrant allows the City of Ketchum to enhance accessibility, convenience, and vibrancy throughout the heart of the community.

The City's DRAFT parking plan underscores our commitment to refinement, drawing upon insights gleaned from client focus groups, community surveys, peer city comparisons, and Council suggestions. Particularly noteworthy is the invaluable input received from engaged community members through focus groups, which has solidified our recognition of the retail customer as our #1 Parking Priority. It is the vibrancy of our shopping scene and the allure of our world-class dining establishments that drive repeat visits year after year to Ketchum and Sun Valley Resort, underscoring the significance of our parking management strategies in fostering a welcoming and accessible environment for all.



CURRENT RULES & ENFORCEMENT

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SHORT-TERM PARKING (TWO HOURS OR LESS)

CUSTOMER PARKING (IDENTIFIED BY THE COMMUNITY AS A PRIORITY)

Ketchum’s parking plan prioritizes customer parking—our economy depends on it! **Only customers should use short-term parking** to ensure they have the shortest possible walking distance to storefronts and businesses.



LONG-TERM PARKING (UNRESTRICTED)

EMPLOYEE PARKING

Employees should always park in long-term spaces, even if it’s a block or two away. Otherwise, you’re using a customer’s space and hurting your (and fellow business’) bottom line.

RESIDENT PARKING

Residential buildings are required by city code to include on-site parking. The amount depends on their design and use. **Residents should only use long-term parking** if they must use public parking spaces.

PARKING EDUCATION





Ensuring the success of Ketchum's Parking Management Plan goes beyond infrastructure and enforcement; it requires robust public education initiatives to inform and engage both residents and visitors. The City of Ketchum is committed to ongoing dialogue and education with the community. This integration of public education into Ketchum's parking management plan is critical to the adoption and success of the plan. Ongoing efforts will focus on the importance of communication, signage, branding, and digital resources to optimize parking utilization while preserving the town's character.

EDUCATING ON ADEQUATE SUPPLY AND PURPOSEFUL PARKING

One of the cornerstones of parking management is ensuring that parking spaces are utilized appropriately to meet the diverse needs of the community. This entails educating both locals and visitors on where to park for their intended purpose, whether it be customer parking, resident parking, or employee parking. Clear communication of parking rules and enforcement measures is crucial to maintaining order and efficiency, particularly during peak visitor volume or events. The City will focus on strategies that alleviate parking stress while preserving the town's character.



PARKING SIGNAGE AND BRANDING

Effective parking signage and branding are indispensable tools for guiding drivers to available parking spaces and minimizing confusion. People can only utilize parking effectively if they are aware of its location and purpose. Thus, Ketchum will continue to invest in clear and intuitive



signage that delineates between short-term and long-term parking in each of the four quadrants comprising the community core. Consistent branding across signage reinforces messaging and enhances user experience, contributing to a seamless parking process for all stakeholders.

UTILIZING VARIOUS COMMUNICATION CHANNELS

Parking education extends beyond physical signage to encompass a range of digital and print resources accessible to residents and visitors alike. The City's website serves as a central hub for up-to-date parking information, including daily availability and special event parking arrangements. Collateral materials such as flyers, handouts, and informational packets are distributed strategically to businesses, employees, residents, and visitors, ensuring consistent and user-friendly messaging on parking options and regulations.

Public buy-in is integral to the success of Ketchum's parking management plan, as it empowers residents and visitors to make informed decisions about parking utilization while preserving the town's unique character. By emphasizing the importance of adequate supply, purposeful parking, clear signage, and accessible information, Ketchum endeavors to create a parking environment that meets the needs of all stakeholders. Through ongoing education and communication initiatives, the city strives to enhance parking accessibility, reduce congestion, and promote a more sustainable and enjoyable urban experience for all.

THE FUTURE OF PARKING IN KETCHUM





ADAPTING & EVOLVING THE PLAN

Ketchum's Parking Management Plan will require a dynamic and adaptive approach, which will be achieved by ongoing evaluation and adjustments based on data-driven insights. Central to this process is the collection and analysis of parking data, which provides valuable information on trends, usage patterns, and enforcement gaps. Monitoring metrics such as duration, occupancy rates, and compliance with the 85% rule will allow Ketchum to gain a comprehensive understanding of parking dynamics and identify areas for improvement. This data-driven approach serves as a core tenet of the parking management plan, guiding decision-making and resource allocation to optimize parking inventory.

Adjustments to enforcement and supply management are essential to maintaining parking inventory and addressing evolving needs. Recognizing that parking management is an ongoing process, Ketchum remains committed to continuous evaluation and refinement of strategies. This iterative approach ensures that parking solutions remain responsive to changing circumstances and align with the town's broader goals and values. The quadrant approach emphasizes the importance of data-driven decision-making and targeted interventions.



Parking plans prioritizing supply affect other things, such as character, sprawl, and green spaces (example from Breckenridge, Colorado).



THE FUTURE OF PARKING IN KETCHUM

The City of Ketchum is actively exploring a range of innovative parking options to address evolving needs and enhance the overall parking experience for residents, businesses, and visitors. Among the key considerations for future parking initiatives are:

- **Transitioning Unrestricted to Restricted Spaces:** Adjusting parking regulations to convert unrestricted spaces into restricted ones in high-demand areas enables the city to better manage parking supply and meet the specific needs of each quadrant within the community core.
- **Public/Private Parking Lot Partnerships:** Collaborating with private entities to create additional parking options through shared parking agreements helps optimize parking utilization and maximize the use of existing infrastructure.
- **Implementation of 'No Re-parking' Rule:** Exploring the expansion of a 'no re-parking' rule throughout the city aims to discourage vehicle circulation and promote turnover in parking spaces, thereby enhancing availability for all users.
- **Extension of Enforcement Hours:** Extending enforcement hours into the evening, possibly until 7 or 8 pm, ensures compliance with parking regulations and contributes to maintaining parking inventory throughout the day.
- **Promotion of Alternative Transportation:** Encouraging carshare programs, park-and-rides, and shuttle services, in coordination with Mountain Rides, the local free bus service, promotes sustainable transportation options and reduces vehicular traffic on the Hwy 75 corridor.
- **Transportation Demand Management (TDM) Plan:** Implementing a TDM plan with the goal of decreasing single occupancy trips through advocacy and partnerships with neighboring municipalities supports efforts to improve carpooling and express bus services.
- **Designated Parking Permits:** Introducing resident-designated parking permits helps allocate parking spaces effectively and ensures priority access for those who rely on parking in the community core.



- **Parking Garages:** Exploring options for parking garages, whether subterranean or vertical, presents opportunities to increase parking capacity while minimizing visual impact on the surrounding landscape. However, it's important to consider human behavior, which often gravitates towards the most convenient and cost-effective parking options.
- **Enhanced Monitoring and Data Collection:** Improving monitoring and data collection methods provides valuable insights into parking trends and usage patterns, informing future parking decisions and adjustments.
- **Infrastructure Improvements:** Enhancing accessibility and mobility through sidewalk improvements, bike storage facilities, bike lanes, and a pedestrian-friendly community core complements parking initiatives and contributes to a vibrant and welcoming urban environment.

DRAFT



Parking Management Plan Overview

April 15, 2024



Development of Downtown Parking Plan

Ketchum's parking management plan was created in December 2022 by Dixon Consulting, using research, best practices, and parking management principles incorporated by comparable mountain resort communities. It has since been evaluated during community focus groups and City Council and Ketchum Urban Renewal Agency meetings in 2023.

- April 24, 2023 – Joint Council & KURA presentation
- June 12, 2023 – Planning & Zoning Commission presentation
- June 28, 2023 – Focus group
- October 4 & 5, 2023 – Focus groups

Private Development | Main Street Rehabilitation | WA Lot Development

- April 15 Council Meeting – Draft Plan review & public hearing
- Summer – Public engagement & development of Comp Plan
- Winter – Parking plan to respond to initial results/changes to the Comp Plan and Zoning Code



MAIN STREET

Garage

Park & Ride

CITY DOESN'T TAKE PARKING SERIOUSLY

Sidewalk improvements/walkability

WA lot

I want to park in front
of my own business

BLUEBIRD

How important it is to
downtown businesses

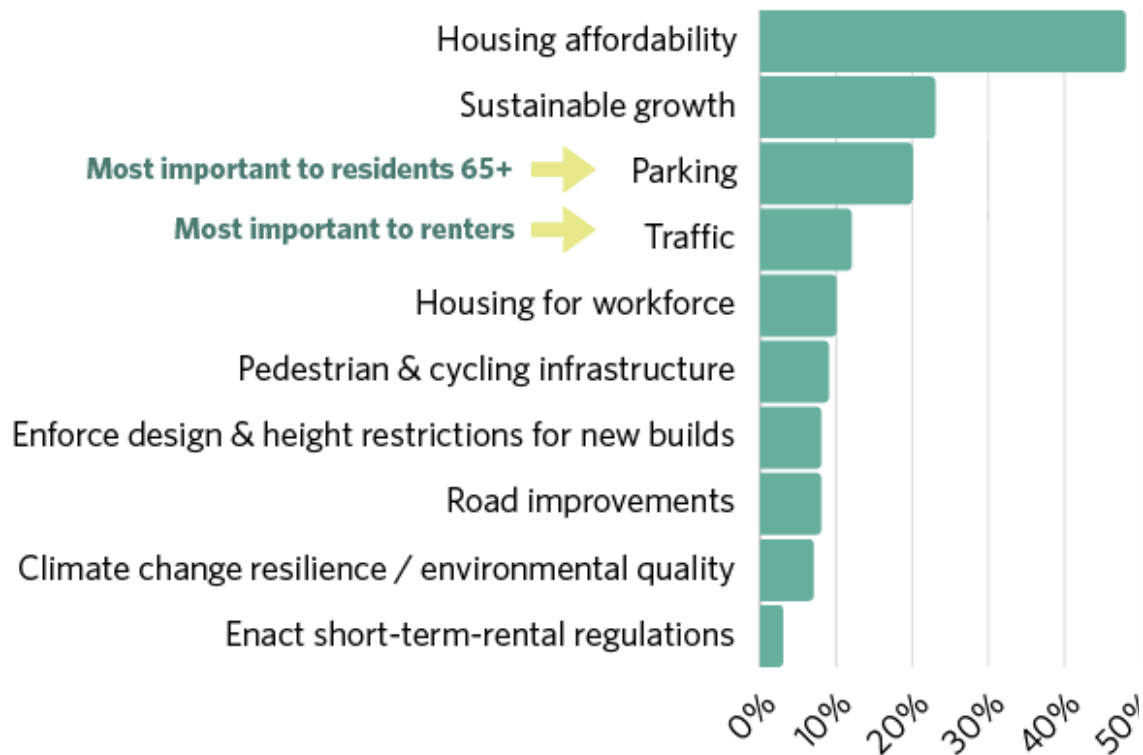
Overnight/
winter parking

Aging community

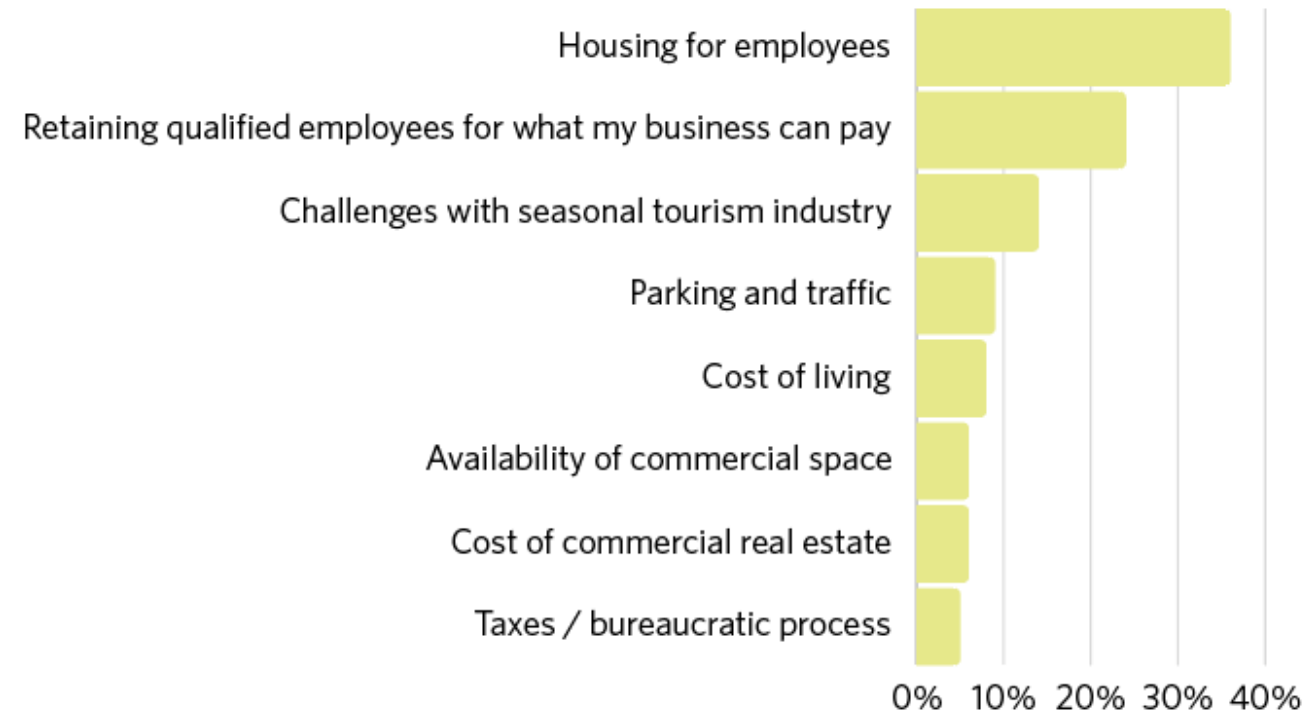


What's most important to the community?

MOST IMPORTANT ISSUES FOR RESIDENTS



MOST IMPORTANT ISSUES FOR BUSINESSES





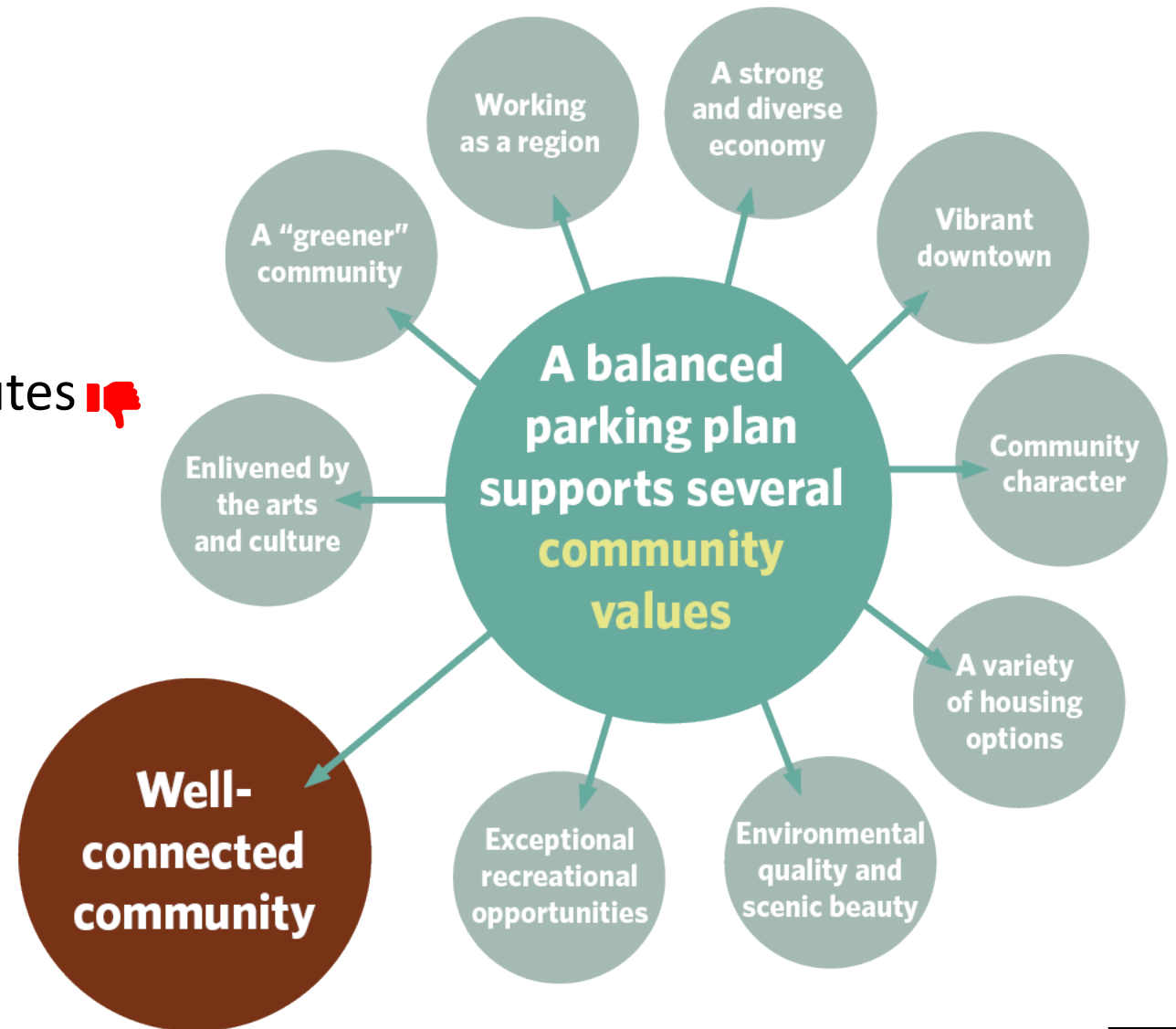
Plans prioritizing parking supply affect other things, such as character, sprawl, and green spaces.





Well-connected community = mobility choices

- Driving – single occupancy cars/commutes 🚫
- Walking – sidewalk improvements 👍
- Biking – new protected bike lanes 👍
- Transit – increase hours & frequency 👍





Parking 101 – how do we manage adequate SUPPLY?

Priority?



Performance Measure?



85% Occupancy (1 spot per block always available)



Parking 101 – how do we manage adequate supply?







Quadrant 1	
Short-term	319
Long-term	178
Misc.	21
Total	518

Quadrant 4	
Short-term	191
Long-term	433
Misc.	8
Total	632

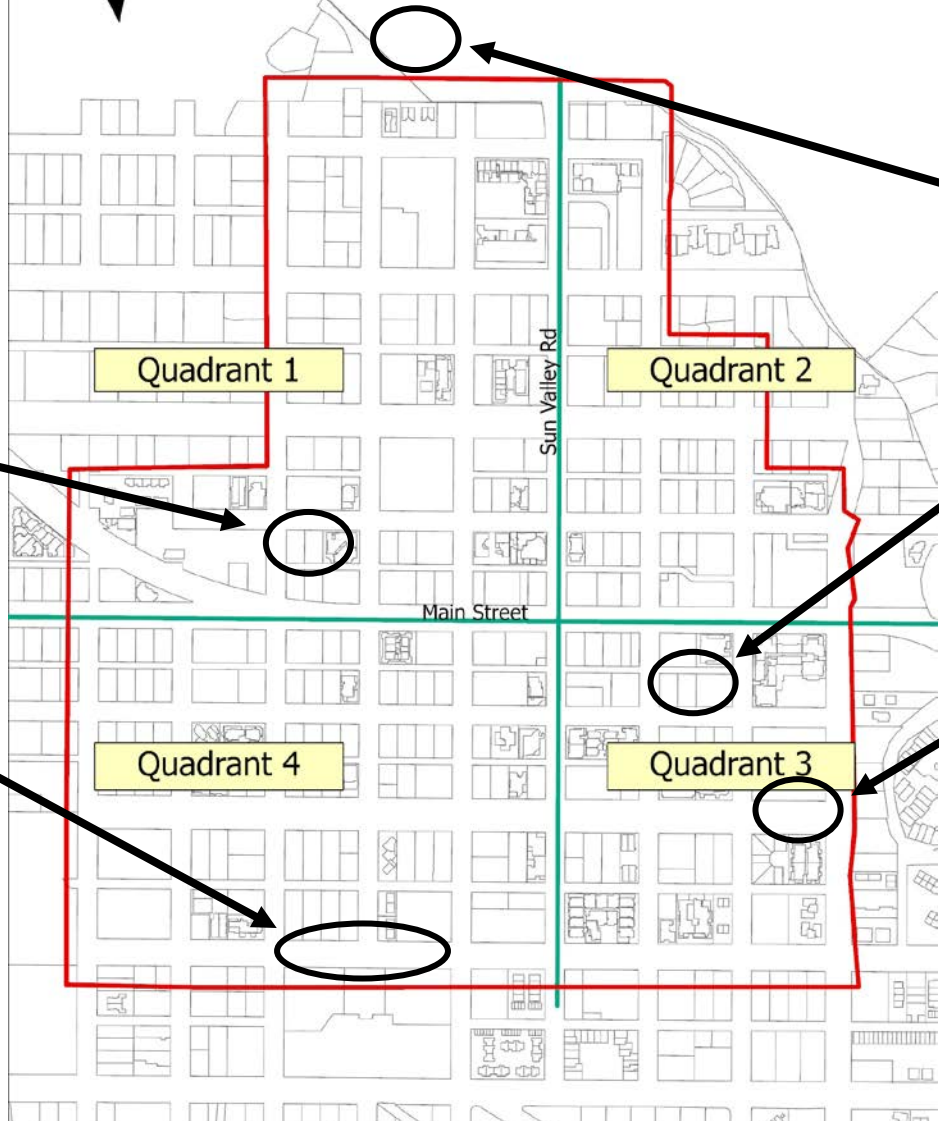
Miscellaneous = ADA, loading zones, City vehicle parking, and others which don't fall under a clear restricted or unrestricted category

Quadrant 2	
Short-term	162
Long-term	196
Misc.	7
Total	365

Quadrant 3	
Short-term	162
Long-term	249
Misc.	10
Total	421

- Long-term
- Short-term
- No parking

Parking in Ketchum | Lots & Winter Parking



Leadville Lot*	
Misc.	26

Second Avenue*	
Misc.	26

Fourth Street Lot	
Misc.	56

Washington Ave Lot*	
Misc.	66

First Avenue*	
Misc.	25

*Designated winter parking

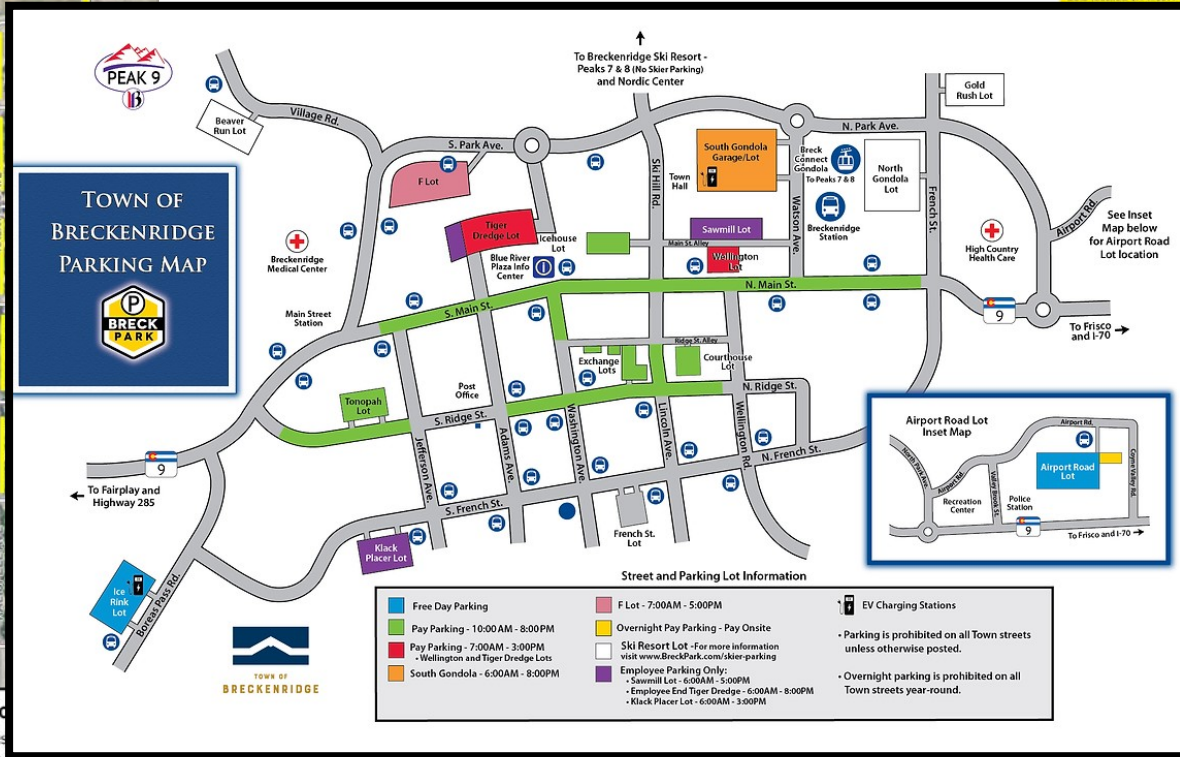
Grand total: 2018 on-street spaces, 148 lot spaces



Comp set comparison

Town	Ketchum	Breckenridge	Jackson	Park City	Telluride	Whitefish
Resident population (city limits)	3,588	5,024	10,849	8457 (1,200)	2,600	8,492
Resident population (county limits)	24,866	30,565	23,287	43,036 (Summit) 36,619 (Wasatch)	8,003	111,814
Paid on-street	N	Y	N	Y	Y	N
Permits						
employee (lots)	N	Y (1179 permits)	N	N	N	Y
employee (on-street)	N	N	N	N	N	N
residential	N (in development)	Y (540)	N	Y	Y	N
Off-street surface lots						
# lots	3	2	4	2	2	0
# total spaces	148	1500	384	900	620	0
Parking structures						
# structures	0	1	1	1	1	1
# total spaces	0	958	280	600	74	220
Total # on-street spaces	2,018	585	1,078	800	Y (varies per season)	1192
# short-term (regulated)	834	585	1,078	400	all regulated	Approx. 332
# long-term (unregulated)	1056	0	0	400	0	Approx. 860
Grand Total Spaces	2,164*	3,043	1,742	2,300	694 not including on street	1,412

*counts can fluctuate, as some utilized parking spots fall outside of the 'community core' zone



TOWN OF TELLURIDE VISITOR PARKING MAP

PARKING INFORMATION

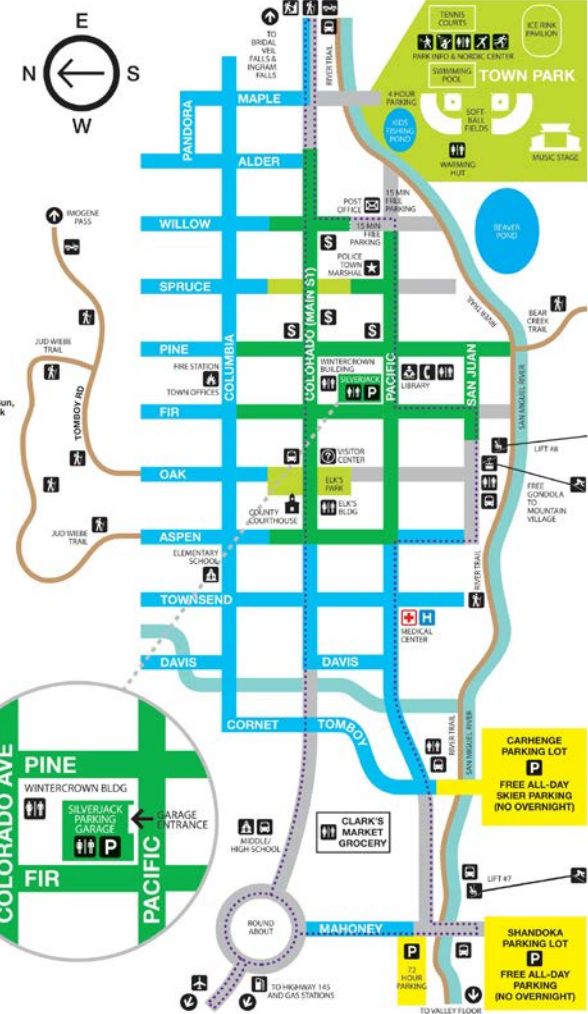
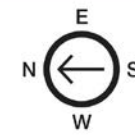
Read parking signs carefully, particularly during winter snow removal November through April

FREE PARKING Evenings

FREE PUBLIC PARKING

Lots located on West Pacific Ave

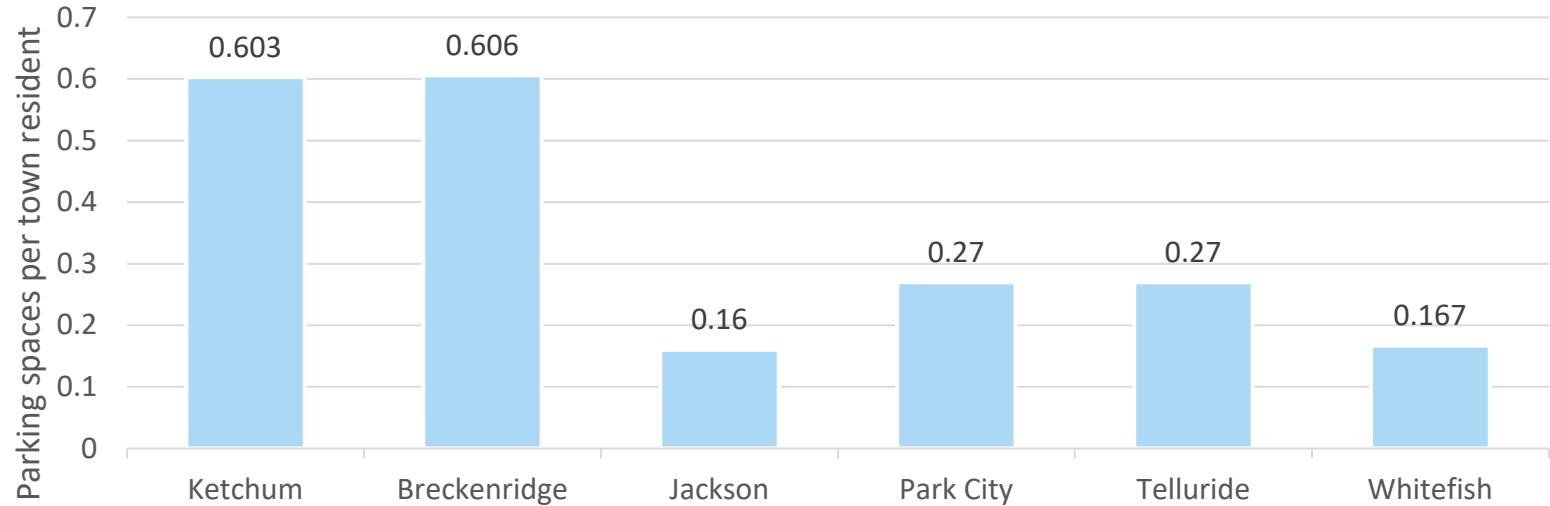
Goose Bus





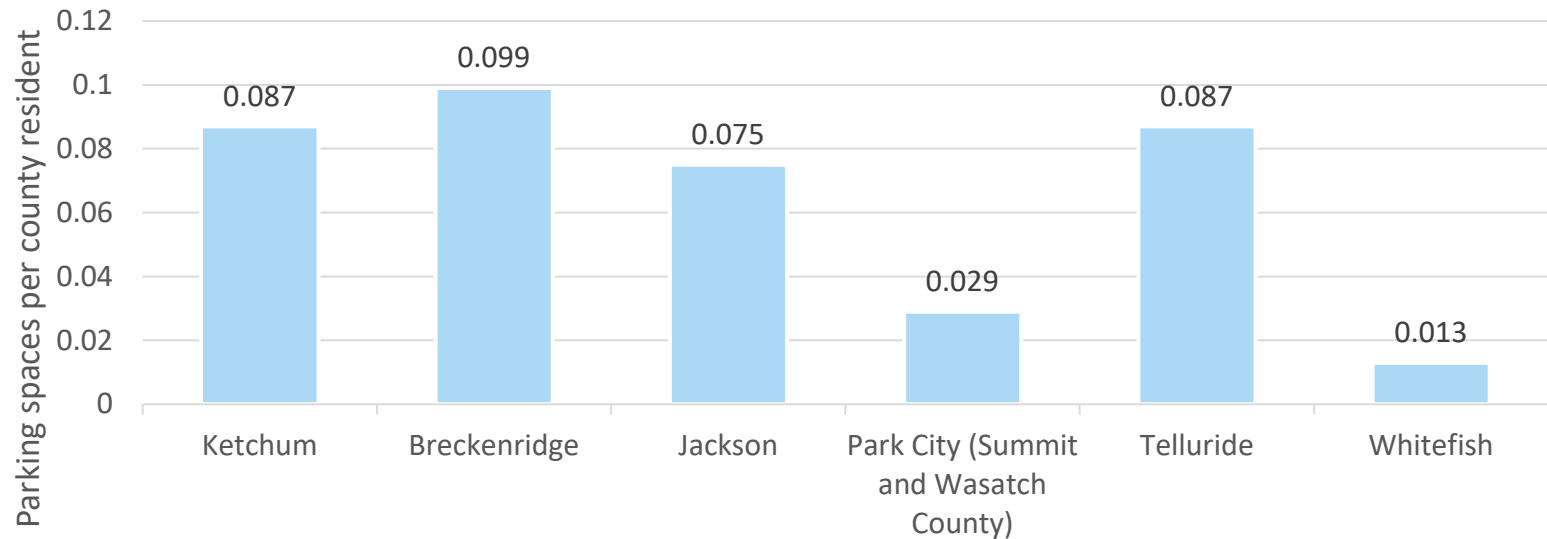
Comp set comparison

Parking spaces per capita by town population



Ketchum and Breckenridge have more than **twice to nearly four times more** parking spaces per resident than comparable towns.

Parking spaces per capita by county population



Ketchum, Breckenridge, and Telluride have the most parking inventory to accommodate commuters from throughout their county vs. comparable towns and more than twice the capacity of Park City and Whitefish.



Comp set comparison

Paid on-street parking

About half of comparable towns use paid on-street parking. Ketchum does not.

Permits

Comparable towns use permits sparingly. Ketchum is considering residential permits.

Off-street surface lots

All comparable towns (except Whitefish) utilize surface lots. Ketchum has the lowest inventory of those using them.

Parking structures

All comparable towns, except Ketchum, use parking structures.



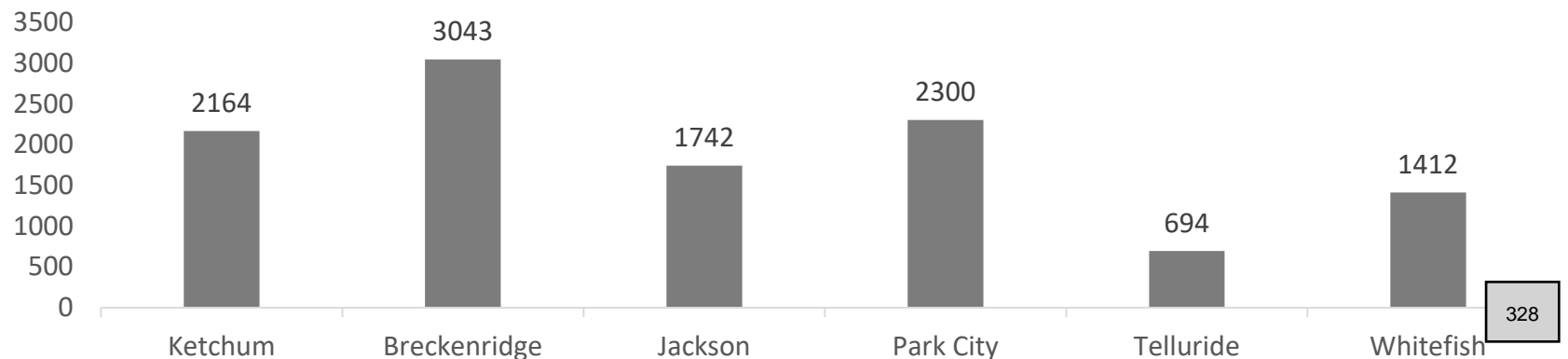
Total # of on-street spaces

Ketchum has the most on-street spaces of comparable towns.



Total parking spaces

Ketchum is the second-smallest town with the third-largest parking inventory



328



Ketchum's current parking supply





2-hour (or less) customer parking

- Restaurants
- Retail
- Businesses
- Events

Unrestricted residential/employee parking



Tenets of Downtown Parking Plan

Can public parking spaces be added in town?

Yes. However, current parking use data suggests it is not needed and that parking enforcement (making sure drivers are using short-term vs. long-term parking appropriately) in high-use areas would work just as well while costing much less. Additional parking lots or garages have been explored. Proposals so far have either cost too much to justify the benefits, the logistics would not work, or they undermine other Ketchum values and priorities. More research is underway to determine options.

Fundamental Management Techniques

- ✓ Real time utilization data (LPR technology)
- ✓ Manage via the four quadrants, blend of short & long options per each
- ✓ Goal of 85% occupancy = 1 spot available per block
- ✓ Dynamic plan with annual review

Private Development | Main Street Rehabilitation | WA Lot Development



Utilization Reports





Tenets of Downtown Parking Plan

Current supply management focuses:

- Evaluate appropriate short-term durations
- Increased enforcement
 - Construction Management policy
 - Peak-season focus
 - “Two-hour rodeo”
 - Proper parking/parking within the lines





Tenets of Downtown Parking Plan

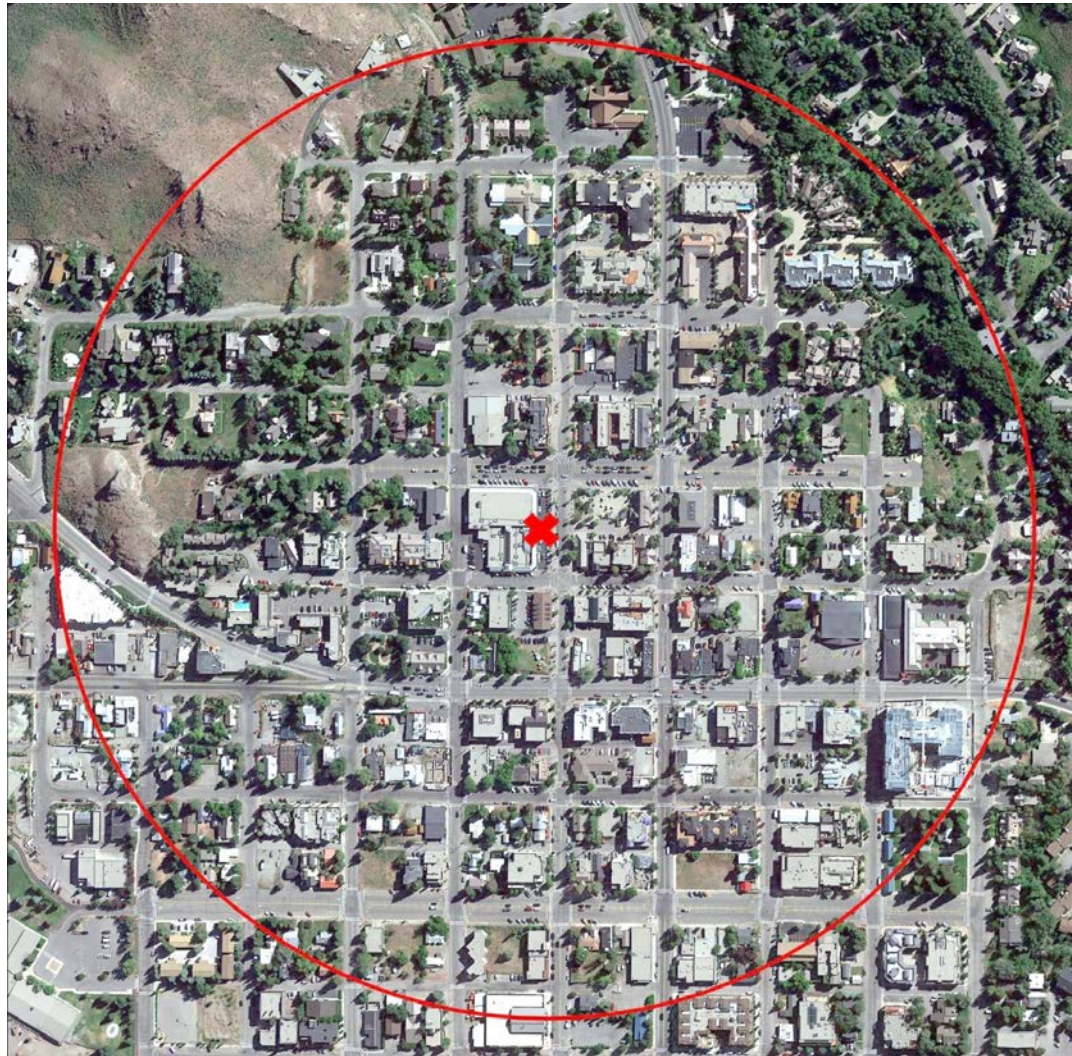
Biggest change:

- Evaluating duration conversions
 - Long-term blocks transition to short-term
 - Utilize fire lanes as drop-off zones →
- Additional considerations
 - Sidewalk/walkability enhancements
 - Code enforcement on snow removal
 - Park & ride(s)
 - Peak-demand shuttles





Conditioned Behavior Challenge #1: Two-hour rodeo



What is a reasonable distance to walk from a parking space to work during the snow season?

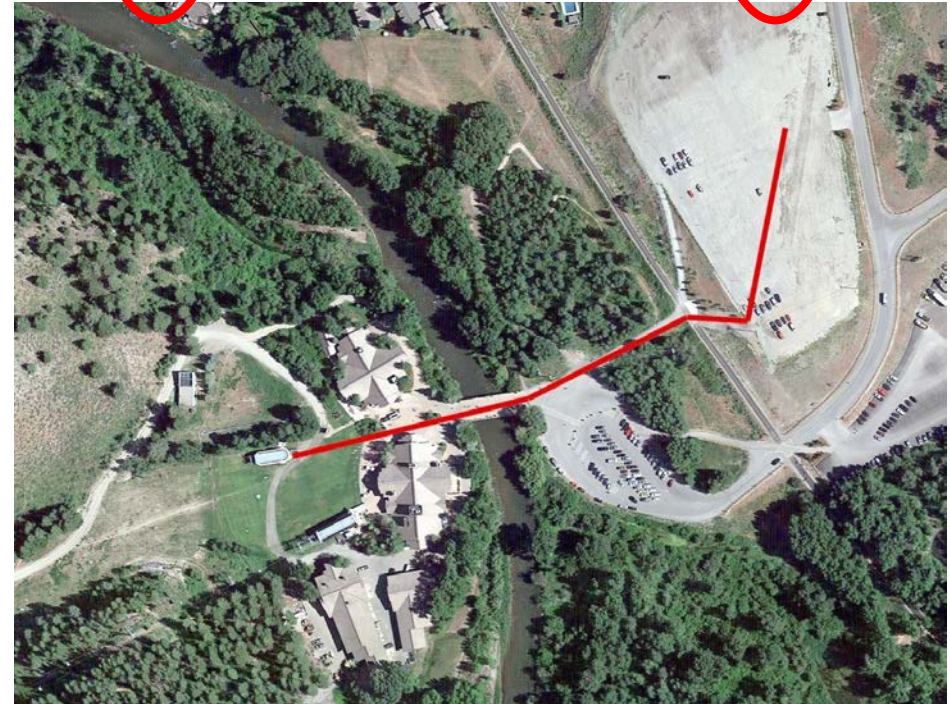
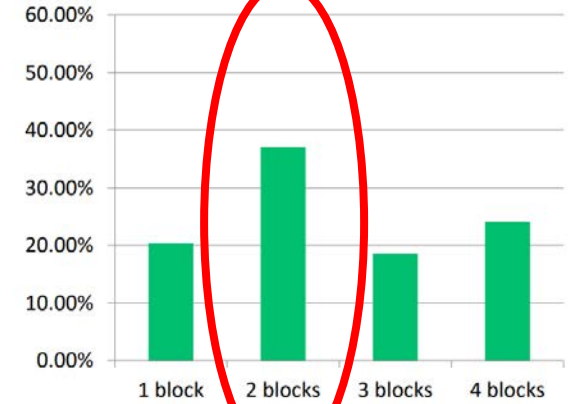
- 1 block
- 2 blocks
- 3 blocks
- 4+ blocks



Employees

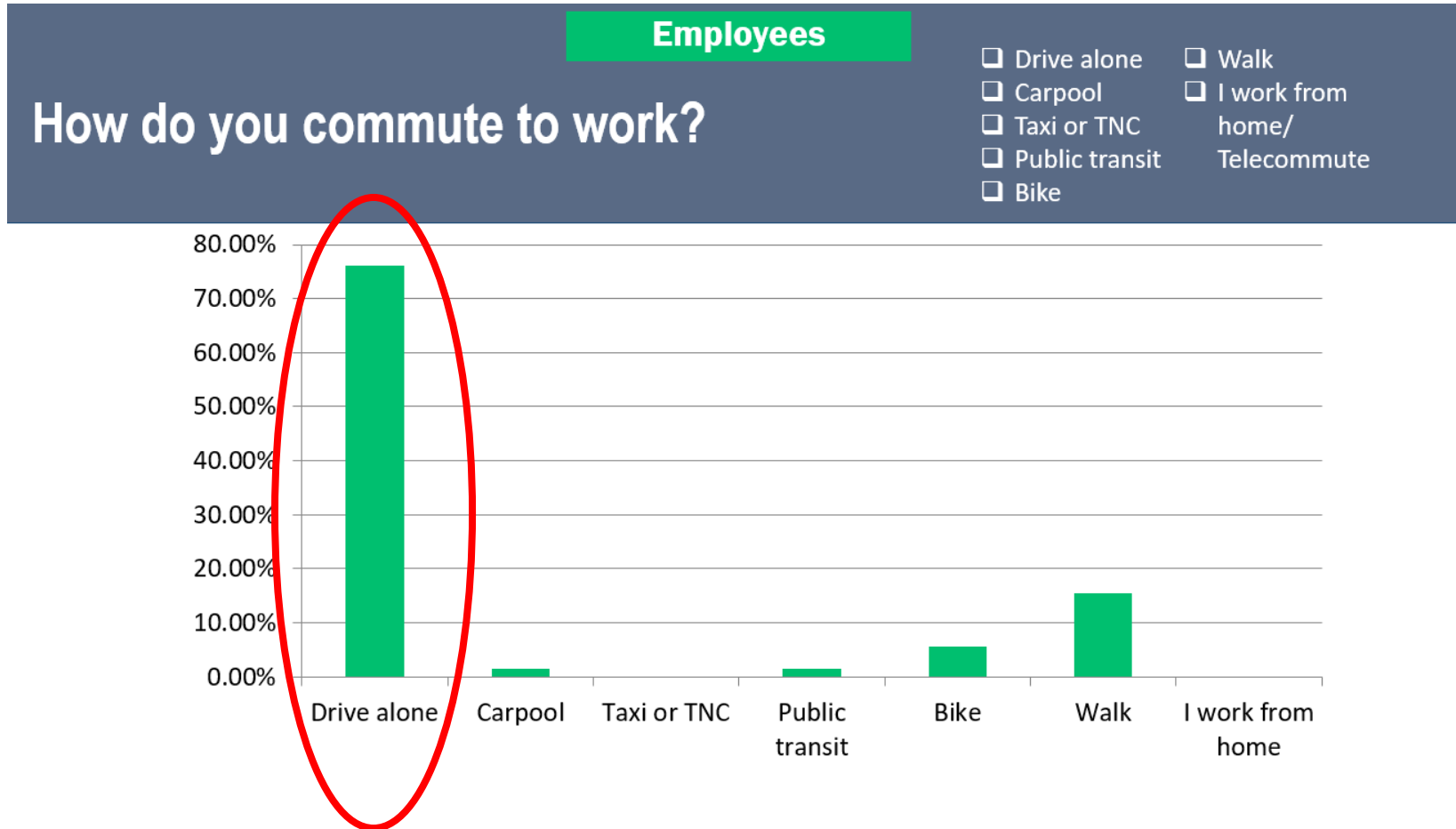
What is a reasonable distance to walk from a parking space to work during non-snow seasons?

- 1 block
- 2 blocks
- 3 blocks
- 4+ blocks





Conditioned Behavior Challenge #2: Solo commutes



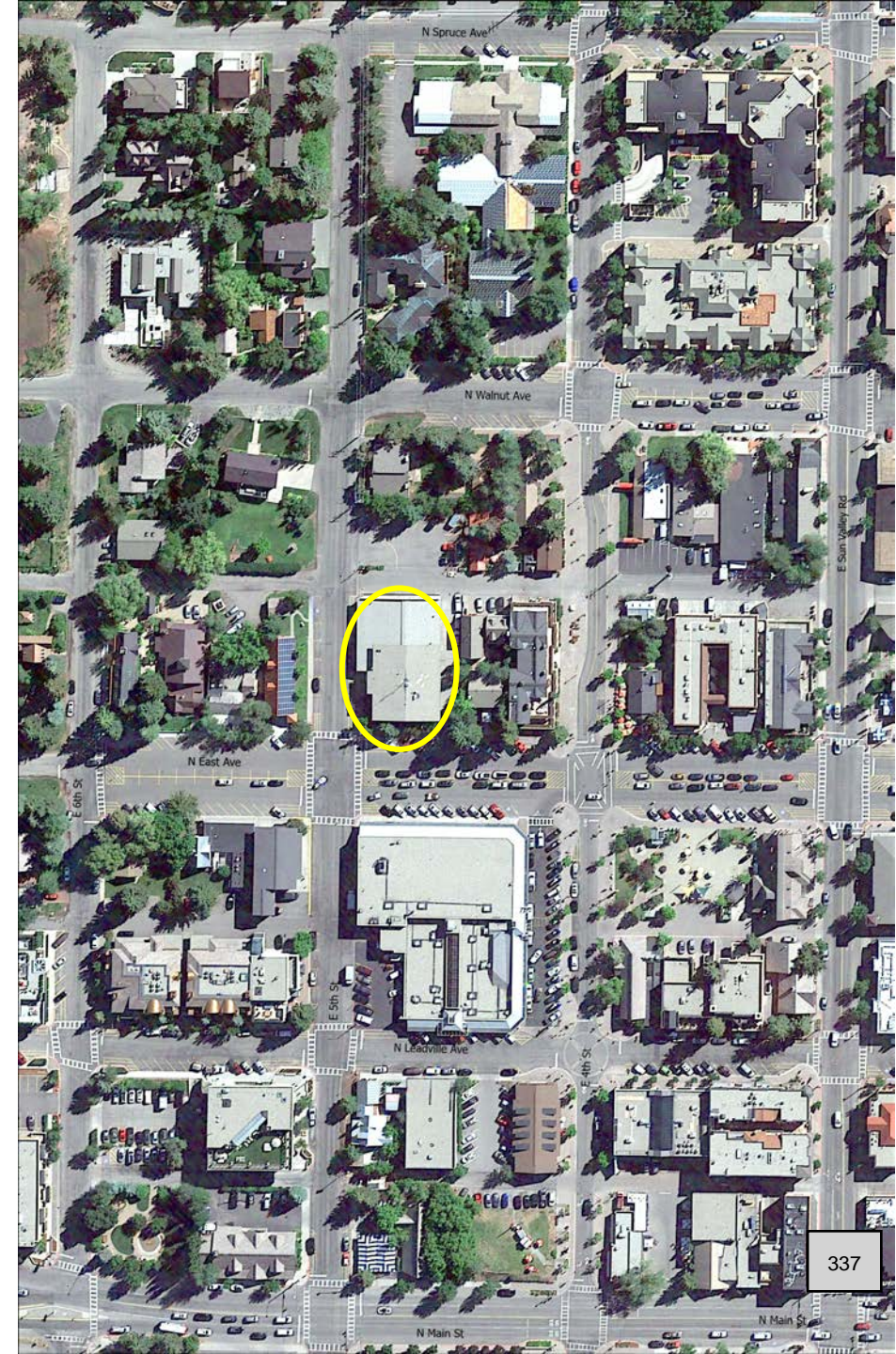


Quadrant #1

- Bluebird Village
 - Residential permit program
 - Building 1 opening ~June
- Evaluate spaces adjacent to Atkinsons' moving to one-hour

Is parking being provided for downtown residential developments, such as Bluebird Village or the First and Washington Redevelopment project?

Yes. Most new developments are required to provide on-site parking, with some exceptions dependent on residence type, size, and zoning district locations. For instance, Bluebird Village includes 46 parking spaces. The number of spaces included in the First and Washington Redevelopment project is still being determined, considering residents' needs vs costs.





Quadrant #1



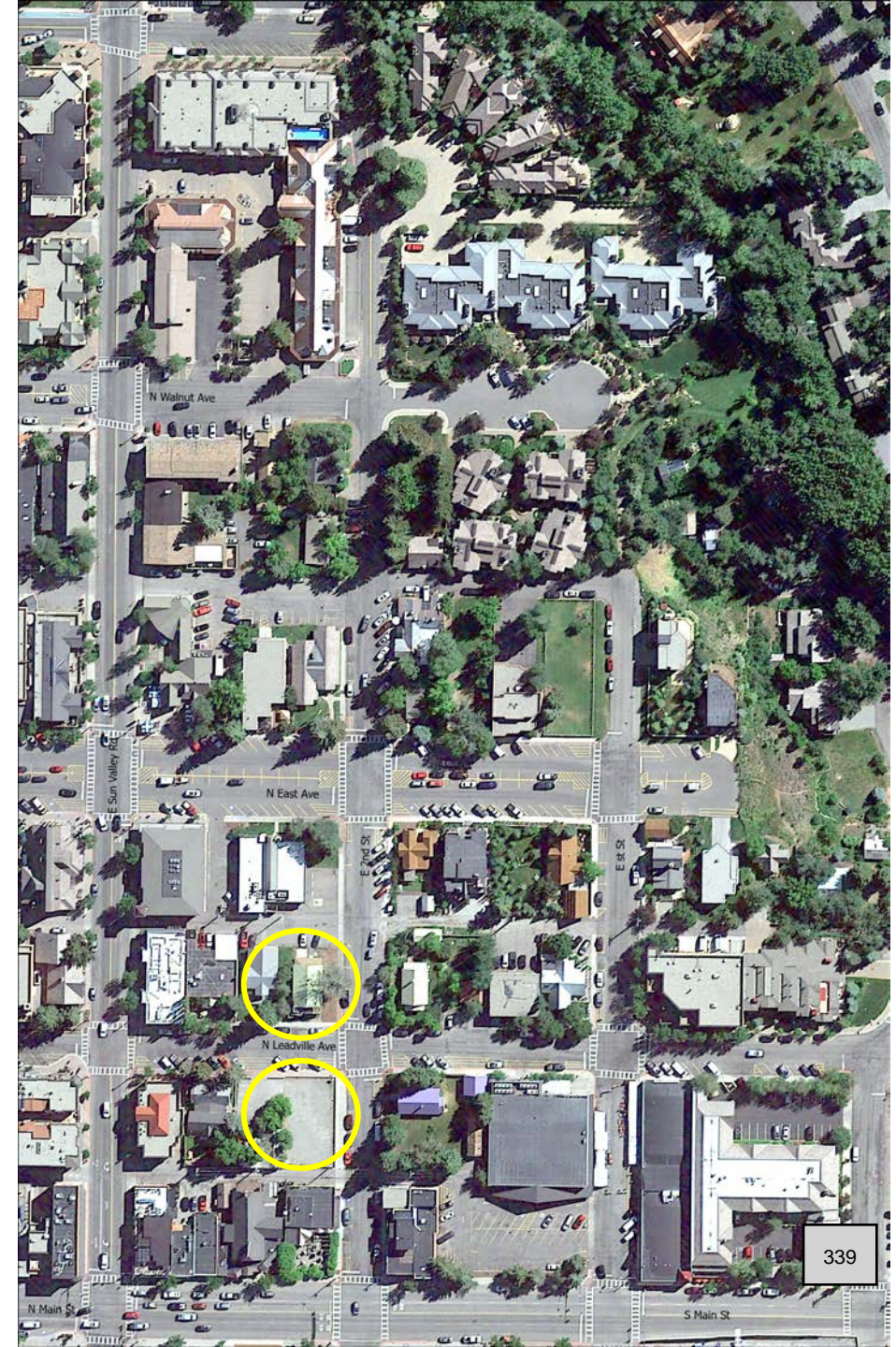
- Exploring fixed cameras or inground sensors (compliance and parking utilization)
 - ~110 (sensors) along East, Leadville, and 4th Avenue
 - Camera on Atkinson's





Quadrant #2

- Several private developments
- Transition of long-term spots to short terms
- Adding drop-off zones





Quadrant #3

Current lot utilization:

- 20% full between 7-11am
- 60% full between during dinner hours
- 80% full between during holidays
- Winter overnight parking:
 - <10%





	Number of Spaces	Number of Parking Levels	Residential Levels (#)	Cost Estimate	Compliance with KURA Goals
Option 1	93	2 levels above grade, 1 level at grade	1 level	\$10,548,868	In conflict with Goal 1
Option 1A	54	1 level above grade, 1 level at grade	2 levels	\$7,698,868	In conflict with Goal 1
Option 2	93	1 level above grade, 1 level at grade, 1 level below grade	2 levels	\$12,349,096	In conflict with Goal 1
Option 3	93	1 level at grade, 2 levels below grade	3 levels	\$13,568,747	Meets all Goals
Option 3A	54	1 level at grade, 1 level below grade	3 levels	\$9,448,868	Meets all Goals
Option 4	31	1 level at grade	3 levels	\$4,898,868	Meets Goal 1, in conflict with Goal 2
Option 4A	49 (17 public, 32 dedicated residential)	1 level at grade	3 levels	\$4,898,868	In conflict with Goals 2 and 3



Quadrant #3

Parking Replacement Plan

- Loss of 66 spots – WA Lot
- WA Residential Project
 - Initial design – 66 units, 44 spots
 - Residential permit program
 - On-street parking





Quadrant #3

- Explore extending enforcement to 7pm
- Explore concept of drop-off zones for restaurants





Quadrant #4

- Private development on 1st
- Portion of 1st & 5th Streets converting to short-term
- Significant on-street capacity





Current plan take-aways

As parts of town redevelop, there will be an increased demand for unregulated spots to transition to regulated

- Conversions proposed at right



Project	Timing	Parking	Plan
Bluebird Village	Building 1 – June 2024	51 units, 46 spots	Resident Parking Program
Main Street	April 2024	Loss of 25 spots	Evaluate zones
WA Lot	Spring 2025	66 units, 44 spots (initial design)	Revert to free parking until groundbreaking (66 spots)
		-52 spots	



Current plan take-aways

- Ketchum has mixed utilization; very few blocks exceed the 85% threshold
 - Education + Enforcement = Consistent (new) Behavior
 - Create more customer supply by changing long-term behaviors
- All day workers/parkers will be significantly impacted; pushed to the periphery, absent more surface parking or garages.
- Winter program will reach tipping point without additional off-street facility.
- Implement downtown residential parking pass.



Key aspects of Downtown Parking Plan

Short-term actions

(in response to Main Street):

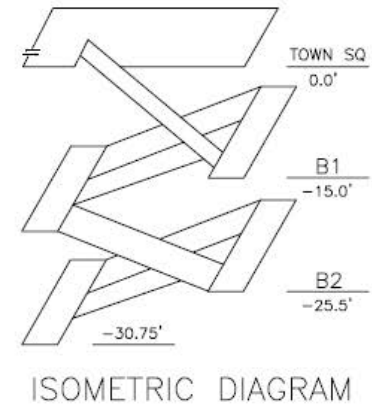
- Free parking at WA lot
- Replace 25 spots through conversions

Mid- to long-term actions:

- Prepare for WA development
- Sidewalk/walkability enhancements
- Code enforcement on snow removal
- Expand on dual-use partnerships (LDS Church)
- Evaluate off-street options:
 - Subterranean garage (Town Square)
 - Park & Rides (River Run)
- Peak/event-demand shuttles
- Residential permit program



Initial Sub-terranean Exploration



PARKING SPACE TABULATION

Level	9'-0"	8'-6"	Compact	Accessible	Total
B1	68	15	7	3	93
B2	69	15	8	3	95
Total	137	30	15	6	188

74,322 SF = Parking Efficiency of 395.3 SF/Space



Next steps/discussion

Public Hearing

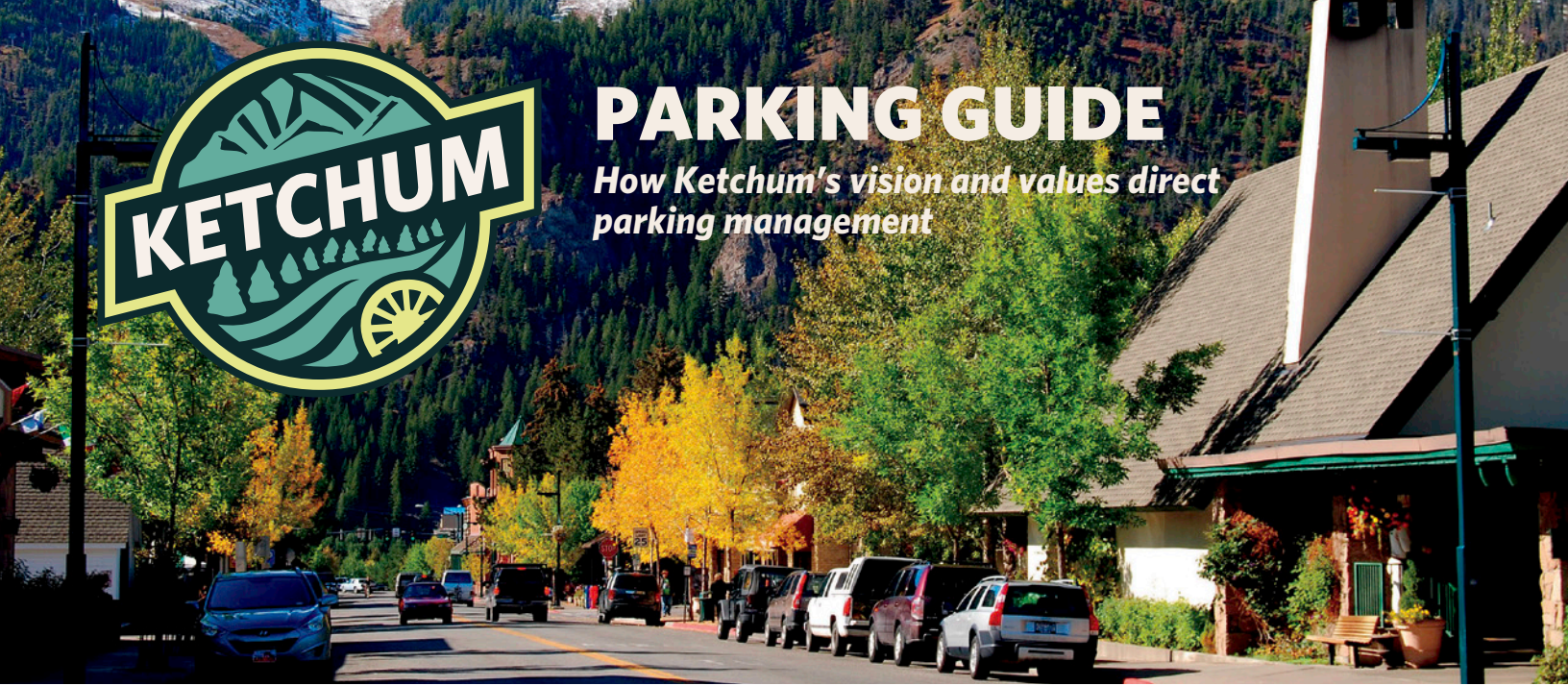
**Feedback – what needs to be
evaluated or changed?**

LEARN MORE | projectketchum.org/parking-plan



PARKING GUIDE

How Ketchum's vision and values direct parking management



KETCHUM'S VALUES



Strong, diverse economy



Vibrant downtown



Community character



Variety of housing options



Environmental quality and scenic beauty



Well-connected community



Enlivened by arts and culture



'Greener' community



Working as a region



Exceptional recreational opportunities

Parking is a vital, finite resource, competing for space and funding alongside other elements supporting the vision and values outlined in Ketchum's Comprehensive Plan. As with other needs—roadways, housing, utilities, and emergency services, to name a few—inadequate amounts strain the community. So does overabundance. Parking is part of an ecosystem. Undersupply may mean drivers suffer. Oversupply impacts housing development, green spaces, and community character. A balanced parking plan identifies the community's priorities and threads the needle, giving just enough parking supply to support our needs.

So, what are Ketchum's needs and priorities? How do they guide our Parking Management Plan? And what parking changes are being considered? **Read on to find out.**



KETCHUM'S VISION

We aspire to be an authentic mountain community with world class character, yet small-town feel. We see our community as one with a high quality of life for a local year-round population and a visiting population. We will be successful by creating, marketing, and delivering distinctive choices for jobs, learning, health, outdoor adventure and arts and culture. We value a strong sense of community. Furthermore, we wish to be a place with a strong economy, a vibrant downtown, diverse options for housing, and a varied demographic of people who live, work, and visit here. We will be responsible stewards of our environment, work for a dynamic economy, and maintain our special way of life for generations to come.

—2014 Comprehensive Plan

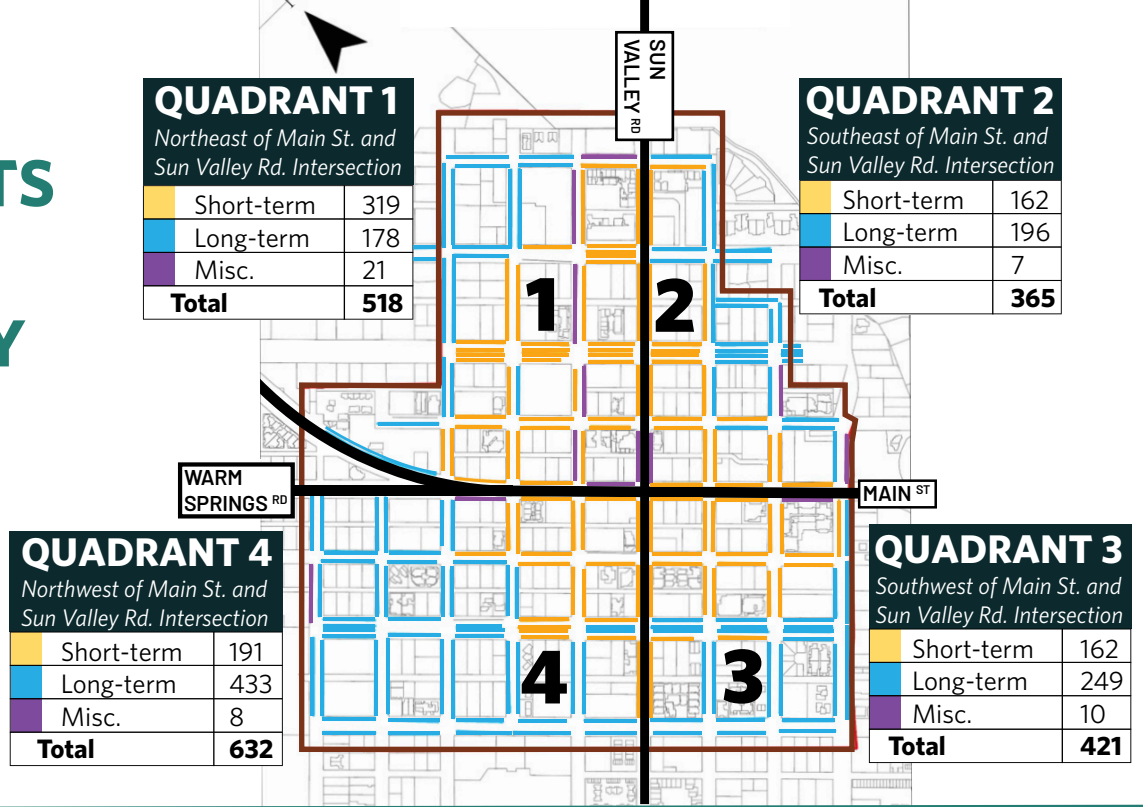
Parking is part of an ecosystem. The goal is just enough inventory to serve our needs while not taking resources away from other values, such as community character, vibrancy, and scenic beauty.

Ketchum Town Square redevelopment before (left) and after (right)



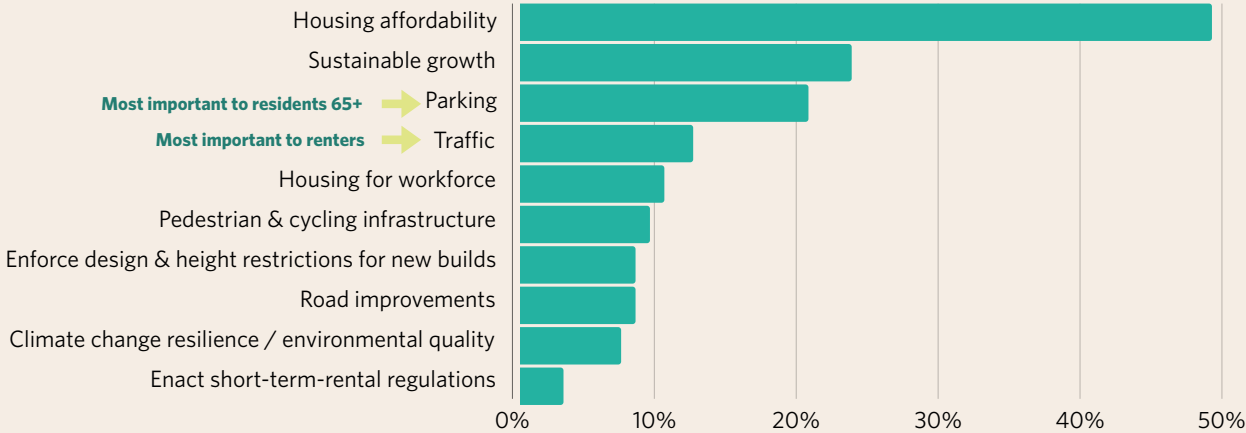
PARKING QUADRANTS AND INVENTORY

- Short-term parking:** two-hours or less
- Long-term parking:** no time restrictions
- Miscellaneous parking:** ADA, loading zones, city vehicle parking, and others spaces that don't fall under a clear restricted or unrestricted category



KETCHUM'S PRIORITIES*

MOST IMPORTANT ISSUES FOR RESIDENTS



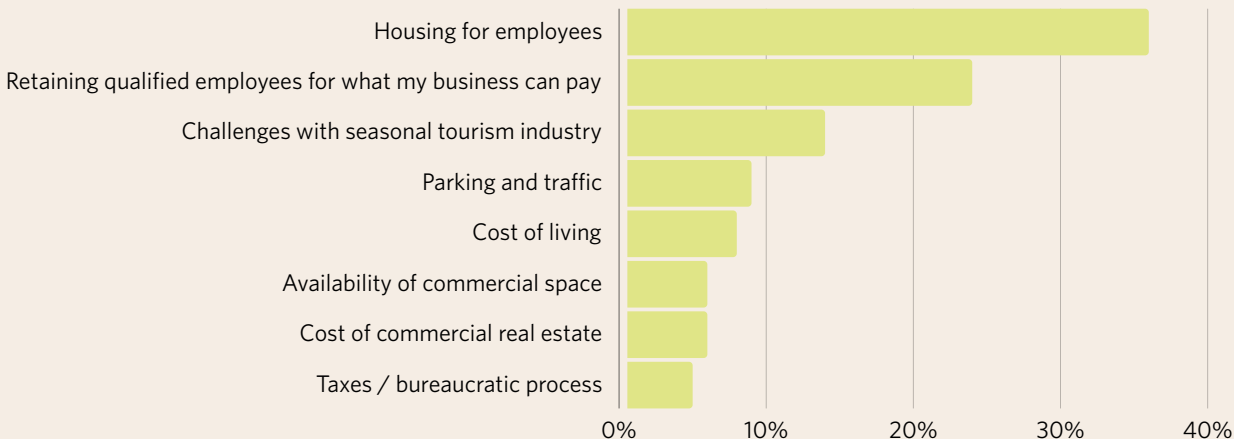
MOST IMPORTANT VALUES TO KETCHUM BUSINESSES AND RESIDENTS

1. A variety of housing options
2. Environmental quality and scenic beauty
3. A "Greener" community

LEAST IMPORTANT VALUES TO KETCHUM BUSINESSES AND RESIDENTS

1. Working with other cities in the region
2. Enlivened by arts and culture
3. A well-connected community

MOST IMPORTANT ISSUES FOR BUSINESSES



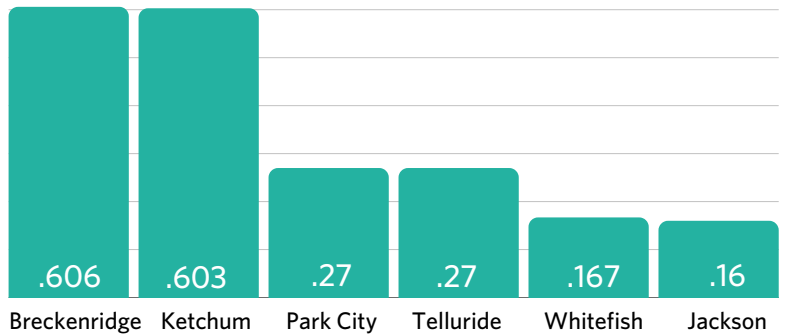
*Statistics collected January-February 2024 through a controlled survey of Ketchum business owners, employees and residents (renters and homeowners)

HOW DOES KETCHUM MANAGE PARKING?

Ketchum’s parking management plan was created in December 2022 by Dixon Consulting, using research, best practices, and parking management principles incorporated by comparable mountain resort communities. It has since been evaluated during community focus groups and City Council and Ketchum Urban Renewal Agency meetings in 2023. The plan utilizes an industry-standard 85% parking occupancy goal during peak times of use. This rate ensures enough vacancies (at least one parking space per block at all times) so drivers aren’t burdened while making sure parking spaces don’t go unused—taking resources away from other needs. Parking surveillance was introduced to monitor Ketchum’s parking use. Some parking spaces in high-demand areas were converted to short-term parking (two hours or less) to create more turnover and supply.

The takeaway: Ketchum has 2,164 total public parking spaces. This is two to nearly four times more inventory per capita than all but one comparable mountain resort town. There is adequate parking supply in Ketchum to accommodate residents, visitors, and commuters, provided drivers park in spaces designed for their use.

NUMBER OF PARKING SPACES PER RESIDENT



DO YOUR PART TO SUPPORT HEALTHY INVENTORY BY PARKING IN SPACES DESIGNED FOR YOU!

SHORT-TERM PARKING (TWO HOURS OR LESS)

CUSTOMER PARKING
(IDENTIFIED BY THE COMMUNITY AS A PRIORITY)

Ketchum’s parking plan prioritizes customer parking—our economy depends on it! **Only customers should use short-term parking** to ensure they have the shortest possible walking distance to storefronts and businesses.



LONG-TERM PARKING (UNRESTRICTED)

EMPLOYEE PARKING

Employees should always park in long-term spaces, even if it’s a block or two away. Otherwise, you’re using a customer’s space and hurting your (and fellow business’) bottom line.

RESIDENT PARKING

Most residential buildings are required by city code to include on-site parking, with some exceptions dependent on residence type, size, and zoning district location. **Residents should only use long-term parking** if they must use public parking spaces.



Parking plans prioritizing supply affect other things, such as character, sprawl, and green spaces (example from Breckenridge, Colorado)



FREQUENTLY ASKED QUESTIONS

Are parking spaces being reduced in Ketchum?

Slightly. Out of 2,164 total spaces, Main Street improvements will result in 25 fewer spaces, and the First and Washington Redevelopment project will replace 66 spaces. Additional residential parking may be added as part of the First and Washington Redevelopment project, depending on costs and residents' needs.

Can public parking spaces be added in town?

Yes. However, current parking use data suggests it is not needed and that parking enforcement (making sure drivers are using short-term vs. long-term parking appropriately) in high-use areas would work just as well while costing much less. Additional parking lots or garages have been explored. Proposals so far have either cost too much to justify the benefits, the logistics would not work, or they undermine other Ketchum values and priorities. More research is underway to determine options.

Is parking being provided for downtown residential developments, such as Bluebird Village or the First and Washington Redevelopment project?

Yes. Most new developments are required to provide on-site parking, with some exceptions dependent on residence type, size, and zoning district locations. For instance, Bluebird Village includes 46 parking spaces. The number of spaces included in the First and Washington Redevelopment project is still being determined, considering residents' needs vs costs.

What parking changes are being considered and how will they affect me?

Underutilized parking could be converted from long-term (all day) to short-term (two hours or less) parking to ensure customers don't have to walk more than one or two blocks to access businesses. More drop-off spaces in high-volume areas may also be considered. Increased monitoring of parking use and data collection throughout town will also be taking place to help evaluate if changes need to be made. The development of parking structures and lots may also be explored. However, current parking use data suggests their cost would not be worth their benefits. In the meantime, parking enforcement in high-use areas will help ensure enough parking supply. We can all do our part to ensure there is enough supply by parking in spaces designated for our specific use—customers in short-term (two hours or less) spaces and employees and residents in long-term (unrestricted) spaces.





CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion/Action:

Reasons for Recommendation:

- The city recently completed the public solicitation of construction bids and did not receive any proposals. Under Idaho law, cities are allowed to engage a qualified public works contractor to negotiate a contract. Idaho Material and Construction (IMC) has completed previous roadway projects for the city as well as other jurisdictions in valley. IMC was the most active of two construction firms who participated in the bidding activities but chose not to submit due to non-responsive bids from subcontractors and concerns regarding project scope/timeline.
- The city’s Project Manager (Jacobs Engineering) and staff held several negotiation sessions with IMC to inform the proposed scope options for consideration.
- The full contract will not be completed by Monday’s meeting. The Council can either delegate signing authority to the Mayor without council approval or schedule a special Council Meeting to approve the contract.

Policy Analysis and Background:

For simplicity purposes, the roadway costs have been isolated as they are being funded via Idaho Department of Transportation (ITD). ITD is currently evaluating two options based on the updated costs:

1. Full scope (River to Knob Hill Inn) which will require an additional \$1m (approx.)
2. Reduce scope (River through 6th Street intersection) and stay within budget

Regarding the pedestrian improvements, staff is recommending the following actions to decrease budget to acceptable range:

Scope Deferrals –

- 2nd Street Culinary ramp/sidewalk (2025)
- 5th Street sidewalk infill (2025)
- New ten foot attached multi-use path from 6th to Cemetery (2027 with ITD North of Town road rebuild)
- Bus stops amenities (electrical conduit etc. included in option below)
- Arts and History (2025)

Scope Modifications (value engineering)

- ADA ramps changed from pavers to concrete
- Reduced silva cell volume limits (25%)
- Reduce pavers (along 1st St at Argyros, at several banks)
- Street furnishing not included (future phase)
- Assumes Hot Dog Hill sidewalk improvements will be completed by developer
- Assumes city will construct sidewalk improvements at Serva's and seek reimbursement
- Incorporated cost/time savings approaches (specific tree vendor, prepurchase and direct purchase options)

Options

Staff is recommending **Option Two** based on the following funding sources:

City of Ketchum = \$1,250,000 | URA = \$1,250,000

Option 1 – Ketchum Full Scope (River through 6th Street)

- Expenses
 - Design, construction management, and materials testing
 - Construction Project Scope: River through 6th Street
 - Cost = \$3,207,000

Option 2 – Ketchum Reduced Scope (River to 2nd and 4th through 6th Street (full build between 2nd – 4th))

- Expenses
 - Design, construction management, and materials testing
 - Construction Project Scope:
 - Master plan build between 2nd – 4th
 - Village Market drainage and planting strip/ornamental poles
 - Misc. locations for ornamental poles, trees
 - Cost = \$2,499,000

Public Process

- Public open houses were held on February 15 and 16 to review the 90% design scope of work, potential construction management approach and associated next steps. A joint meeting between the Urban Renewal Agency and City Council occurred on February 20th to review public feedback and the 90% design. The attached scope of work was authorized to include in the public solicitation of construction bids.
- Public open houses were held on January 10 and 11 to review the details of the sidewalk enhancement elements (street furnishing, ped/bike safety improvements, Arts & History Plan). A joint meeting of the City Council and Urban Renewal Agency was held on January 16 to review the design details, draft budget and community feedback.
- Public open houses were held on November 8 and 9 to review the 30% concept designs. A joint meeting of the City Council and Urban Renewal Agency was held on November 13th to review the design and community feedback. During the community meetings, the city committed to holding public engagement sessions in January on potential sidewalk amenities and bike infrastructure to improve safety.

- The city approached ITD to advance the Main Street project to 2024 to address both the unsafe current condition as well as avoid the conflict with the south of town project (Elkhorn Road to River Street in 2025/26). ITD felt more comfortable with the city serving as the project manager to meet the desired scheduled. On August 21, the City Council approved a Memorandum of Understanding (MOU) with ITD that outlined coordination and cost share responsibilities.

Sustainability Impact:

The draft design envisions pedestrian improvements and increased tree canopy.

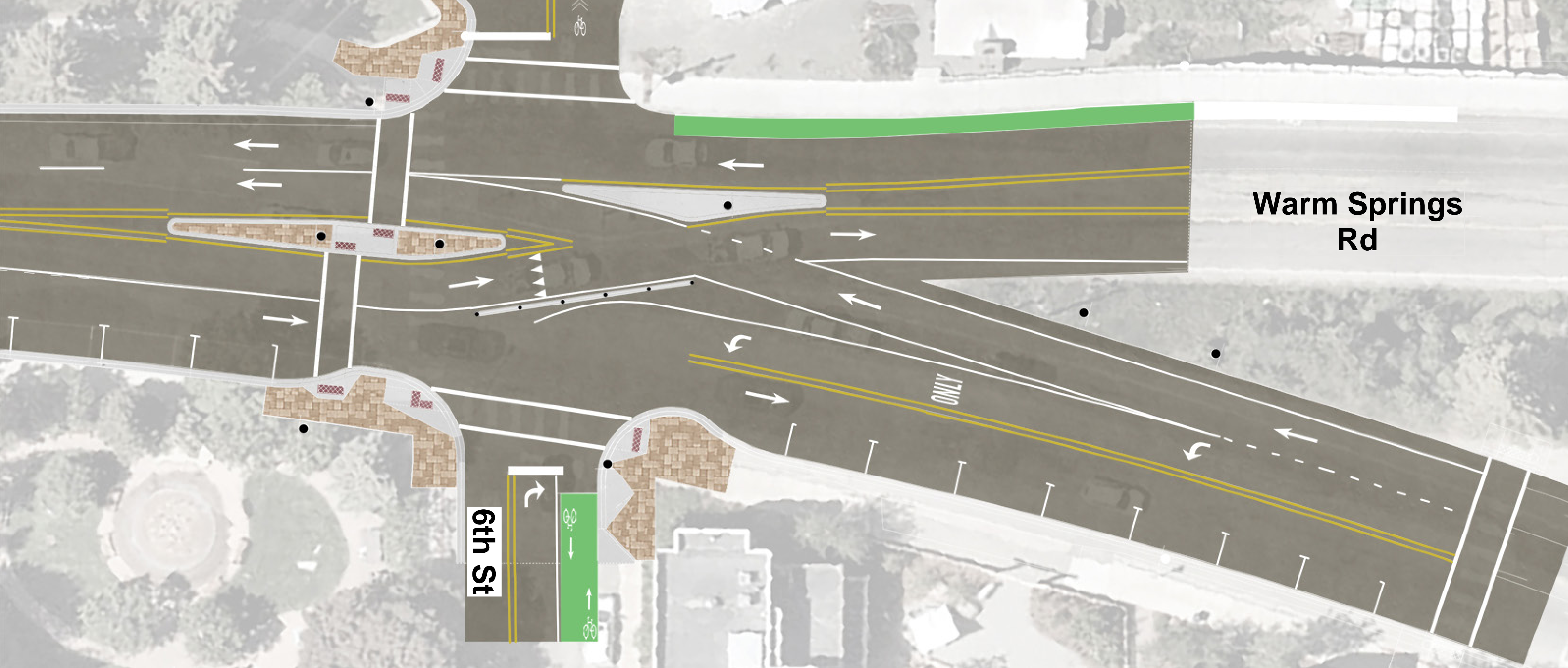
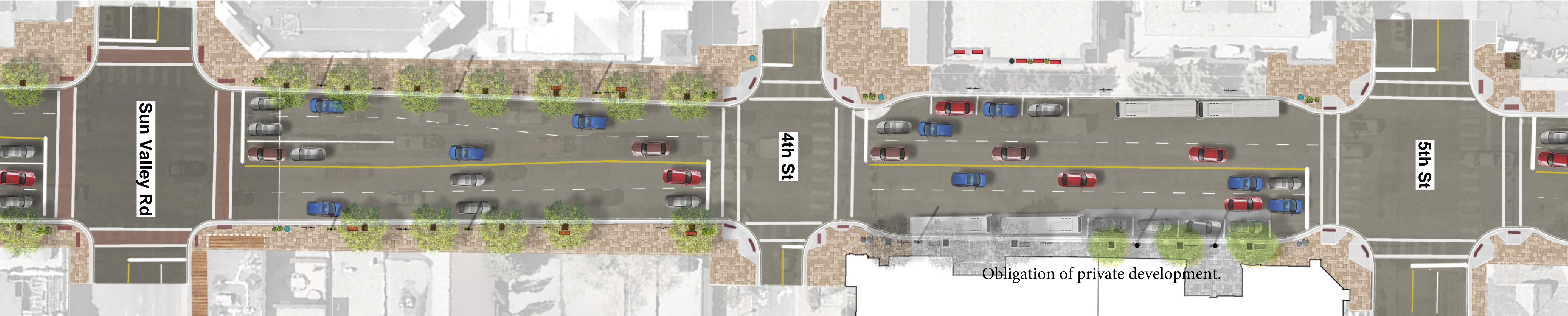
Financial Impact:

None OR Adequate funds exist in account:	The city has allocated \$1,071,341 in current fiscal year. ITD has contributed \$500,000 towards design and \$6.5m for construction. Staff is recommending city funding increase by an additional \$250,000 should URA be able to match with \$1,250,000 in funding.
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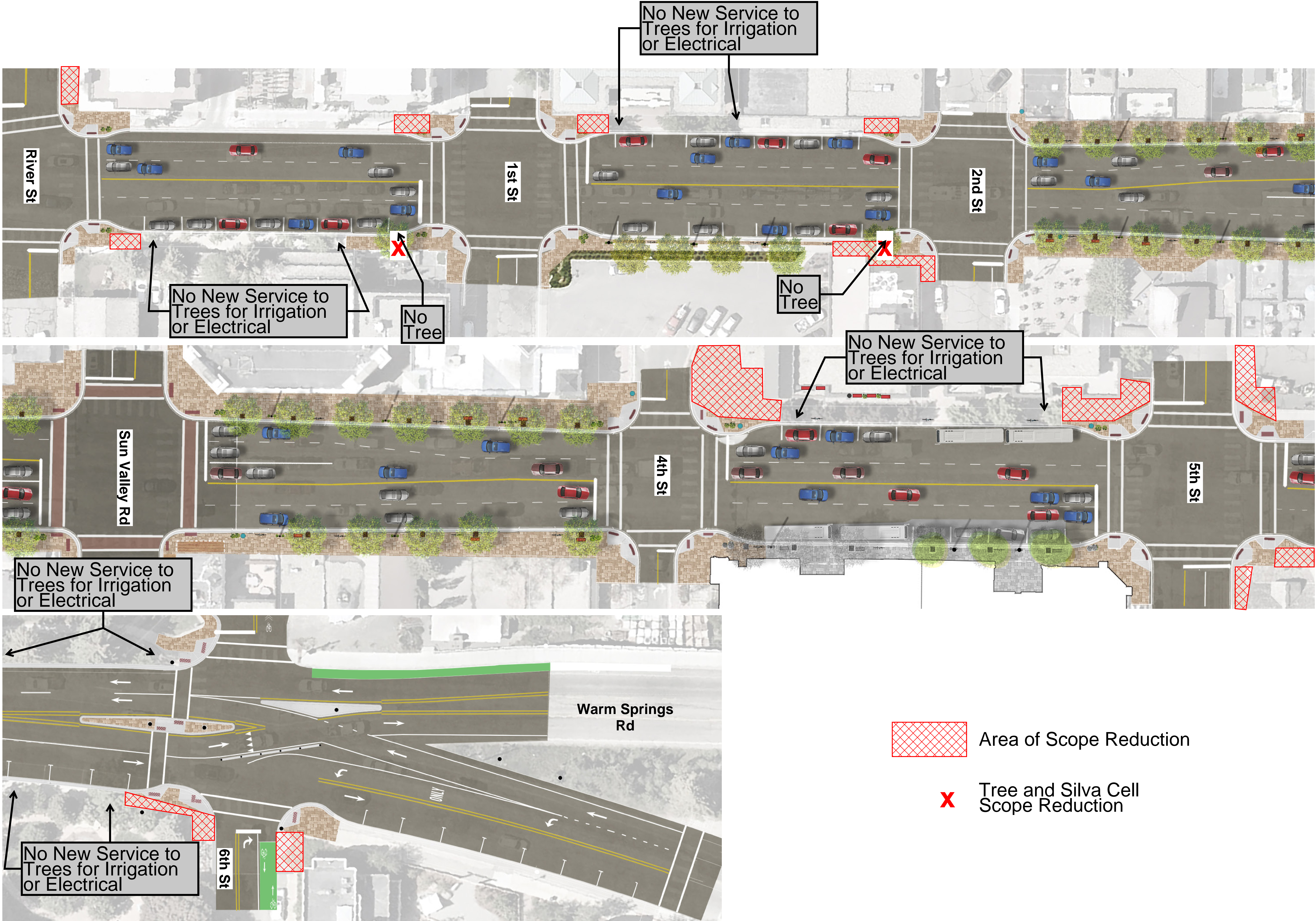
Attachments:

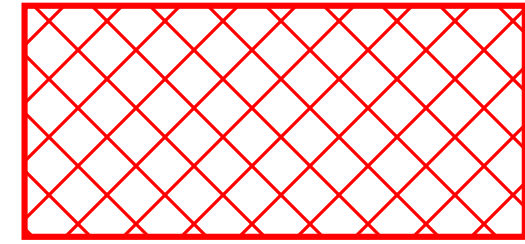
1. Scope of work exhibit

OPTION 1 - FULL SCOPE



OPTION 2 - REDUCED SCOPE



 Area of Scope Reduction

 Tree and Silva Cell Scope Reduction

FY 2024
6-month review &
FY 2025 kickoff

Financial Report

As of March 31, 2024





- Fiscal Year 2024 review by fund
 - Identify trends or issues
 - Get questions answered
- Fiscal Year 2025 ‘kick off’
 - Mayor & Council priorities
 - Calendar review

General Fund



Fiscal Year 2024 | 6 Month Review | **General Fund**

REVENUES		FY24	FY23
Approved Budget	\$ 14,487,699		
Collected YTD	\$ 8,123,806	56%	60%
Fund Balance Assigned	\$ 674,835		
Remaining	\$ 6,363,893	44%	40%
EXPENDITURES		FY24	FY23
Approved Budget	\$ 14,487,699		
Spent YTD	\$ 6,300,637	43%	51%
Remaining	\$ 8,187,062	57%	49%
NET POSITION			
Fund Balance FY23	\$ 6,573,913		
<i>17% restricted by council</i>	\$ (2,462,909)		
Fund Balance unrestricted	\$ 3,436,170		



Fiscal Year 2024 | 6 Month Review | **General Fund – Budget Amendments**

Expenditures		
ReconMR	Community survey	(30,000)
Eryn Alvey	Special events	(30,300)
Lisa Enourato	Special projects	(30,000)
Allington Law	Misdemeanors	(1,398)
Planning	Comp Plan	(150,000)
Sawtooth Pickleball	Fence	(2,400)
David Hamre Associates	Avalanche analysis	(25,000)
Freeform Business Interiors	Office furniture	(28,720)
Alpine Tree Service	Tree removal	(11,085)
HDR Engineering	Miscellaneous projects	(19,717)
Speed Goat Technology	Cyber security	(26,326)
JPA Wood River Fire Protection Reserve	<i>Anticipated</i>	(375,619)
JPA Wood River Fire Protection Leave	<i>Anticipated</i>	(179,459)



Fiscal Year 2024 | 6 Month Review | **Capital Improvement Fund**

REVENUES		FY24	FY23
Approved Budget	\$ 2,201,563		
Collected YTD	\$ 1,013,994	48%	48%
Fund Balance Planned Use	\$ 1,320,000		
Remaining	\$ 1,187,569	52%	52%
EXPENDITURES		FY24	FY23
Approved Budget	\$ 2,201,563		
Spent YTD	\$ 1,119,714	53%	19%
Remaining	\$ 1,081,849	47%	81%
NET POSITION		\$ (105,720)	
Fund Balance FY23	\$ 3,057,730		
Less Reserved	\$ (1,000,000)		
FY23 Uncompleted Projects	\$ 2,057,730		



Fiscal Year 2024 | 6 Month Review | **Capital Improvement Fund – Budget Amendments**

	Adopted FY24	Amended FY24	Actuals YTD	Remaining	LOT Transfer	Current Funding	ITD	KURA
Fire	91,535	\$232,535	\$157,898	\$74,997	\$91,535	\$141,000	\$0	\$0
Facilities/Power	535,389	\$710,826	\$156,199	\$554,627	\$0	\$268,262	\$0	\$442,564
Mobility	1,007,211	\$9,225,083	\$755,824	\$8,470,674	\$0	\$1,340,424	\$7,000,000	\$884,659
Recreation	30,000	\$30,000	\$0	\$30,000	\$0	\$30,000	\$0	\$0
Police	122,428	\$122,428	\$15,823	\$106,605	\$122,428	\$0	\$0	\$0
Street/Equipment	300,000	\$300,000	\$0	\$300,000	\$0	\$300,000	\$0	\$0
Technology	65,000	\$65,000	\$33,970	\$31,064	\$0	\$65,000	\$0	\$0
Sustainability	50,000	\$50,000	\$0	\$50,000	\$0	\$50,000	\$0	\$0
Total	\$2,201,563	\$10,735,872	\$1,119,714	\$9,617,967	\$213,963	\$2,194,686	\$7,000,000	\$1,327,223

Amendment to FY24 (difference)	\$8,534,309
---------------------------------------	--------------------



Fiscal Year 2024 | 6 Month Review | **Capital Improvement Fund – Budget Amendments**

CIP Cash Flow		
Revenue	LOT Transfer	\$ 213,963
	ITD Anticipated	\$ 7,000,000
	KURA	\$ 1,327,223
	ID Power, BCSO Refund & LGIP Interest	\$ 483,934
	Fund Balance Beginning	\$ 2,057,730
	Total	\$ 11,082,850
Expenditures	FY24 Budgeted	\$ 10,735,872
	FY24 Not Budgeted or Over	\$ 257,611
	Total	\$ 10,993,483
	Net position	\$ 89,367

*\$1,000,000 reserved

Fiscal Year 2024 | 6 Month Review | **Capital Improvement Fund – FY24 Key Projects**

Project ID	Status	Total Budget	Actual Expense	Remaining Budget
STREETS CONDITION SURVEY	In Process	\$ 51,320.00		\$ 51,320.00
FOREST SERVICE PARK UNITS	Planned	\$ 116,501.00		\$ 116,501.00
ATKINSON PARK IRRIG UPGRADES	Planned	\$ 150,000.00		\$ 150,000.00
MORMON CHURCH SIDEWALK	Planned	\$ 0.00		\$ 0.00
PUMP PARK OVERHAUL	Design	\$ 14,125.00		\$ 14,125.00
MAIN STREET REHAB	Design	\$ 8,071,341.00	\$ 670,683.15	\$ 0.00
WARM SPRINGS PRESERVE PHASE I	Design	\$ 0.00	\$ 119,008.00	\$ -119,008.00
EV CHARGING STATIONS	In Process	\$ 7,325.00		\$ 7,325.00
MAIN STREET WATERLINE RELOCATION	In Process			
SOLAR (FIRE)	Pre-Design	\$ 0.00		\$ 0.00
EAST AVE FOG SEALING	Planned	\$ 48,250.00		\$ 48,250.00
POWER LINE UNDERGROUNDING	Planned	\$ 150,000.00	\$ 354.00	\$ 149,646.00
5th STREET SIDEWALK REPLACE	In Process	\$ 0.00	\$ 4,775.00	\$ -4,775.00
SIDEWALK CURB AND GUTTER	Complete	\$ -5,038.00	\$ 5,685.00	\$ -10,723.00
SUN VALLEY RD MILL & OVERLAY	Complete	\$ -5,156.00		\$ -5,156.00
4TH STREET PAVER REP (MAIN/WAL)	Complete	\$ 117,511.00	\$ 152,403.00	\$ -34,892.00
TOWNE SQUARE DESIGN SCOPE	Complete	\$ 0.00	\$ 3,963.00	\$ -3,963.00
RECYCLING	Complete	\$ -24,933.00	\$ 50,951.00	\$ -75,884.00
DOWNTOWN CORE SIDEWALK INFILL	Complete	\$ 44,400.00	\$ 46,759.00	\$ -2,359.00
				\$ 280,407

LOT Analysis



Fiscal Year 2024 | 6 Month Review | **Local Option Tax**

REVENUES		FY24	FY23
Approved Budget	\$ 3,299,890		
Amend Budget	\$ 3,491,468		
Collected YTD	\$ 1,825,953	55%	71%
Fund Balance Assigned	\$ 104,000		
Remaining	\$ 1,473,937	45%	29%
EXPENDITURES		FY24	FY23
Approved Budget	\$ 3,299,890		
Amend Budget	\$ 3,491,468		
Spent YTD	\$ 1,734,276	53%	60%
Remaining	\$ 1,565,614	47%	40%
*one-time NGO contracts have been paid			
NET POSITION	\$ 91,677		
Fund Balance FY23	\$ 698,745		

15% revenue forecast decrease would require 204,604 of fund balance



Fiscal Year 2024 | 6 Month Review | **Local Option Tax**

	Oct-Mar	% of Diff	Apr-Sept	% of Diff	Total	%
FY 2024	\$1,724,424		\$1,562,440		\$3,286,864	
FY 2023	\$2,031,457	-15.1%	\$1,838,164	-15.0%	\$3,869,621	-15.1%
FY 2022	\$1,828,969	11.1%	\$1,840,497	-0.1%	\$3,669,466	5.5%
FY 2021	\$1,547,888	18.2%	\$1,757,358	4.7%	\$3,305,246	11%
FY 2020	\$1,429,192	8.3%	\$1,086,100	61.8%	\$2,515,292	31.4%
FY 2019	\$1,322,118	8.1%	\$1,338,093	-18.8%	\$2,660,211	-5.4%
FY 2018	\$1,238,468	6.8%	\$1,255,330	6.6%	\$2,493,798	6.7%

FY24 Budget Adopted	\$3,299,890
With 15% reduction	(\$204,604)
FY24 Amend (NGO/one-time contracts)	\$191,578

In-Lieu Housing Fund



Fiscal Year 2024 | 6 Month Review | **In-Lieu Housing Fund**

REVENUES		FY24	FY23
Approved Budget	\$ 1,320,000		
Amend Budget	\$ 2,131,982		
Collected YTD	\$ 749,447	57%	
Fund Balance Assigned	\$ 1,320,000		107%
Remaining	\$ 570,553	43%	
EXPENDITURES		FY24	FY23
Approved Budget	\$ 1,320,000		
Amend Budget	\$ 2,131,982		
Spent YTD	\$ -0-	0%	29%
Remaining	\$ 1,320,000	100%	71%
NET POSITION	\$ 749,447		
Carry Over FY23	\$ 2,291,856		

reserved for Blue Bird Village



Fiscal Year 2024 | 6 Month Review | **In-Lieu Housing Fund Amendments**

Revenue	Interest on Investment (over budget)	\$ 59,914
	In-Lieu Affordable Housing Fee	\$ 689,533
Expense	Final Payment to Bluebird	(\$ 660,000)
<i>Approved 12/18/23</i>	GMD Development (final demo)	(\$ 151,982)



Fiscal Year 2024 | 6 Month Review | **In-Lieu Housing Fund**

Committed to Bluebird	\$ 3,300,000
Payments to date	(\$ 1,320,000)
FY24 next payment & GMD Final Demo (April)	(\$ 1,471,982)
FY24 final payment (August)	(\$ 660,000)
FY24 Revenue Received YTD	\$ 749,447
Anticipated Revenue	\$ 554,983
Projected ending balance	\$ 1,152,448
WA Street – KURA request	\$ 1,500,000

City County Housing Fund



Fiscal Year 2024 | 6 Month Review | **City County Housing Fund**

REVENUES		FY24	FY 23
Approved Budget	\$ 1,833,708		
Amend Budget	\$ 2,909,960		
Collected YTD	\$ 1,420,047	62%	94%
Fund Balance Assigned	\$ 304,553		
Remaining	\$ 878,670	38%	6%
EXPENDITURES		FY24	FY23
Approved Budget	\$ 1,833,708		
Amend Budget	\$ 2,909,960		
Spent YTD	\$ 1,329,643	58%	41%
Remaining	\$ 969,074	42%	59%
NET POSITION	\$ 90,404		
Fund Balance FY23	\$ 304,553		



PROPOSED EXPENSE ADJUSTMENTS

AIM TO STABILIZE AT LEAST AT CURRENT WORK SCOPE

RESTRICTION PURCHASES

- OPP demand exceeds budgeted amount for FY24
- OPP is a flexible expense
- removed ADU incentives for this FY due to capacity

ORIGINAL	PROPOSED
(755,000)	(\$1,086,000)

BCHA SUPPORT

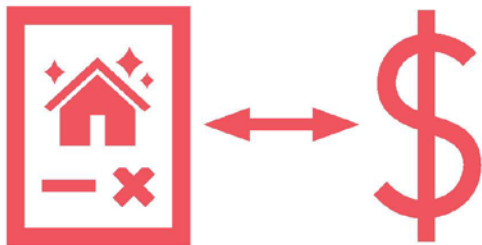
- BCHA reimbursing for Ketchum staff time
- transitional housing-(\$50k)
- BCHA revenue not reliable, asset sale + grants = ~\$480k

ORIGINAL	PROPOSED
*(\$82,000)	(\$84,000)

STAFFING

- increased pay for competitive positions
- converts part-time to FTE
- maybe, eventually consolidate staff + contracts

ORIGINAL	PROPOSED
*(\$354,000)	FY24 adjusted, net (\$409,000)
	FY25 full year, net (\$423,000)



*includes (1) BCHA operation & program support, (2) BCHA auditing/compliance, training, data, and (3) BCHA transitional housing operations

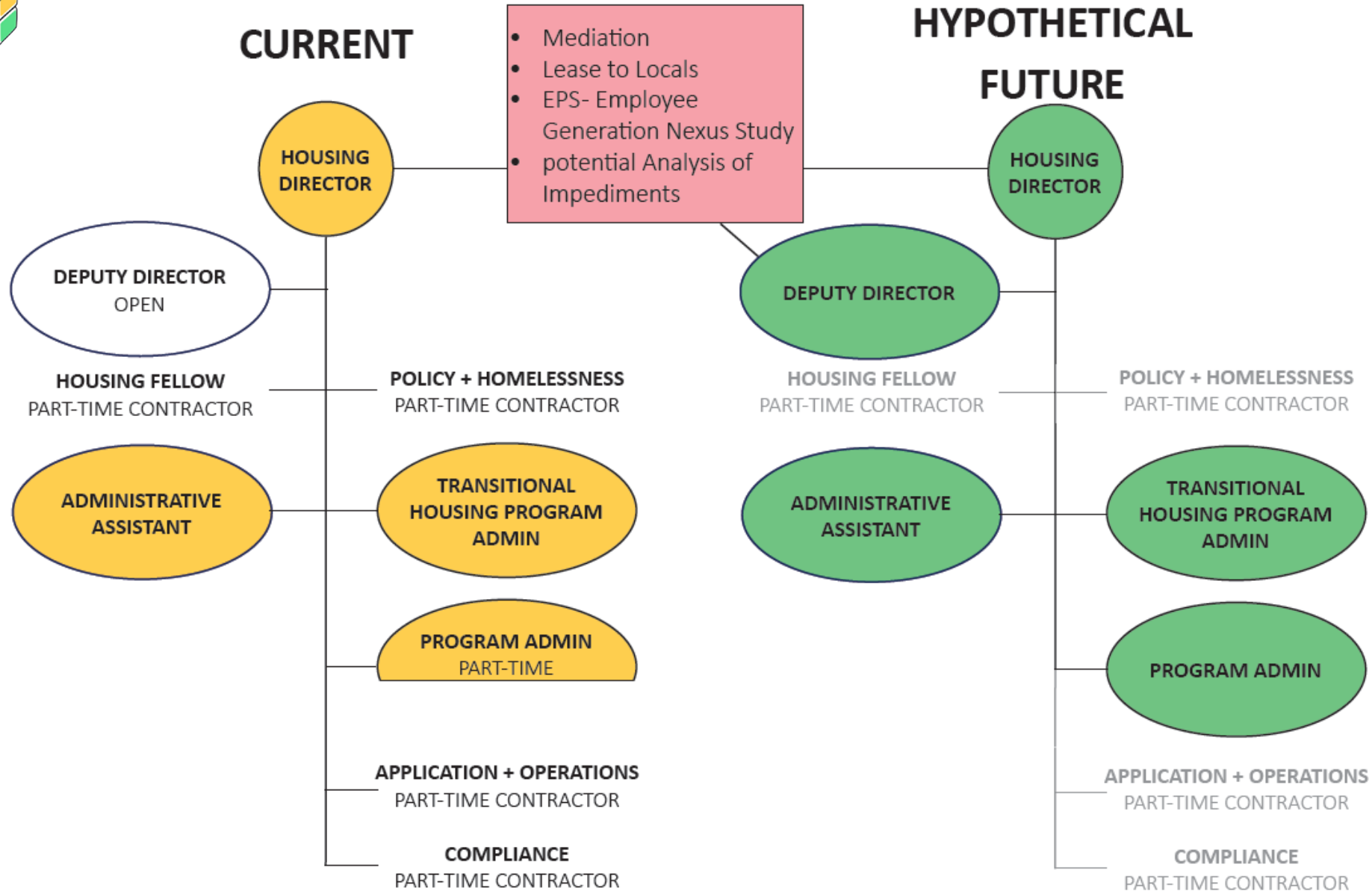


*includes (1) staff + benefits and Deputy Director (open position) for (2) housing navigation system + (3) shelter plan

ORGANIZATIONAL CHART | SOLIDIFYING THE TEAM



reduction of part-time support dependent on Deputy Director skillset + overall workscope





Fiscal Year 2024 | **Proposed Significant Revenue/Expense Adjustments**

General Fund transfer for charitable sale (revenue & expense)	\$ 430,517
Charitable sale	\$ 378,000
BCHA reimbursement	\$ 252,000
Higher anticipated fund balance from FY23	\$ 156,000
Grants to BCHA	(\$ 125,000)
	\$ 1,076,253

Enterprise Funds









Fiscal Year 2024 | 6 Month Review | **Enterprise Fund – Water**

REVENUES		FY24	FY23
Approved Budget	\$ 3,168,928		
Collected YTD	\$ 1,166,212	36%	35%
Fund Balance Assigned	\$ 539,883		
Remaining	\$ 2,002,716	64%	65%
EXPENDITURES		FY24	FY23
Approved Budget	\$ 3,168,928		
Spent YTD	\$ 1,205,334	38%	35%
Remaining	\$ 1,963,594	62%	66%
NET POSITION	\$ (39,122)		
Fund Balance FY23	\$ 3,287,166		

*\$991,000 180-day operating reserve



Usage History				
Year	Water Usage	%	Water Revenue	%
2021	120,507,000	24%	\$ 619,793	11%
2022	 107,779,000	-12%	 \$ 589,550	-5%
2023	 114,230,000	6%	 \$ 724,580	19%
2024	 113,622,000	-1%	 \$ 884,497	18%



Fiscal Year 2024 | 6 Month Review | **Enterprise Fund – Water**

Revenue	Interest on Investment (over budget)	\$ 70,280
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Fiscal Year 2024 | 6 Month Review | **Enterprise – Water CIP**

REVENUES		FY24	FY23
Approved Budget	\$ 785,000		
Collected YTD	\$ 470,536	60%	60%
Remaining	\$ 314,464	40%	40%
EXPENDITURES		FY24	FY23
Approved Budget	\$ 785,000		
Spent YTD	\$ 286,422	36%	54%
Remaining	\$ 498,578	64%	46%
NET POSITION	\$ 184,114		
Carry over FY23	\$ 658,039		



Fiscal Year 2024 | 6 Month Review | **Enterprise – Water CIP**

Revenue	Interest on Investment (over budget)	\$ 16,958
Expense	ITD State Highway 75, Water Main Relocation	(\$ 360,410)

NW Well backup Gen. Carry over	\$ 200,000.00	\$ 241,899.08
Reinheimer West main line ext.	\$ -	
Reinheimer East main line ext.	\$ -	
New Vac trailer system	\$ 40,000.00	
New work truck	\$ 50,000.00	\$ 53,972.00
Main Street Water Relocate	\$ 329,980.00	\$ 2,725.00
Replace Generator Booster	\$ 75,020.00	
Water Meters	\$ 30,000.00	\$ 13,292.26
6Water Meter Replacement	\$ -	
Construction	\$ 60,000.00	\$ 1,618.40
TOTAL	\$ 785,000	\$ 313,507.08

**potential for new project related to ITD elkhorn to river road/water relocation project*



Fiscal Year 2024 | 6 Month Review | **Enterprise Fund – Wastewater**

REVENUES		FY24	FY23
Approved Budget	\$ 3,576,023		
Collected YTD	\$ 1,603,878	44%	55%
Fund Balance Assigned	\$ 23,550		
Remaining	\$ 1,972,145	56%	45%
EXPENDITURES		FY24	FY23
Approved Budget	\$ 3,576,023		
Spent YTD	\$ 1,410,393	39%	45%
Remaining	\$ 2,165,630	61%	55%
NET POSITION	\$ 193,485		
Carry Over FY23	\$ 2,252,971		

**Jack Bariteau refund \$207,575*



Fiscal Year 2024 | 6 Month Review | **Enterprise – Wastewater CIP**

REVENUES		FY24	FY23
Approved Budget	\$ 3,923,653		
Collected YTD	\$ 655,158	17%	50%
Fund Balance Assigned	\$ 1,498,226		
Remaining	\$ 3,268,495	83%	50%
EXPENDITURES		FY24	FY23
Approved Budget	\$ 3,923,653		
Spent YTD	\$ 244,231	6%	5%
Remaining	\$ 3,679,422	94%	95%
NET POSITION	\$ 410,927		
Fund Balance FY23	\$ 8,283,526		

**reflects proceeds of \$7m bond issuance*

**\$1.17m 180-day operating reserve*



Fiscal Year 2024 | 6 Month Review | **Enterprise – Wastewater CIP**

Aeration Basin	\$ 937,000	\$ 0.00
Rotary Drum Thickener	\$ 1,597,000	\$ 19,219.35
Aeration Basin Blowers	\$ 1,026,000	\$ 168,646.57
Energy Efficient Projects	\$ 50,000	\$ 11,152.00
TOTAL	\$ 3,610,000	\$ 199,017.92



Fiscal Year 2025 | Development Kickoff



- May 6 Council Meeting | Enterprise Funds forecast
- May 20 Council Meeting | General Fund forecast & Five-year CIP
- June 7 *DRAFT* Budget book delivered
- June 18 Budget workshop

Fiscal Year 2025 | Development Kickoff | **Mayor & Council Priorities**

Amanda	Courtney	Neil	Spencer	Tripp
Housing Programs Crossover:				
Lease to Locals	Lease to Locals	Lease to Locals		Lease to Locals (move in house)
Ownership Preservation Program	Ownership Preservation Program	Ownership Preservation Program	Ownership Preservation Program	Ownership Preservation Program
Housing Development (new)		Housing Development (new)		Housing Development (new)
	Rental Preservation Program	Mediation		Explore land acquisition
Crossover:				
Comp Plan & Code Rewrite	Comp Plan & Code Rewrite			
		Forest Service Park		Forest Service Park
Sidewalk infill		Sidewalk infill (4 th Street)		
Fire consolidation		Fire consolidation		
		Undergrounding of lines (5 th & 4 th St)		Undergrounding of lines (WS path)
Other:				
	Electric vehicles	10 th Street roundabout	Consultants (review overall spend)	Consider a new law firm
	Fire station solar	Streets assessment	Historical district	Grow & expand Mountain Rides
	Funding for KSAC conference	Town Square revamp & Starbucks lease	Mountain overlay district	Rebuild of Atkinson Park soccer field
		Warm Springs Preserve		Undergrounding of lines along WS path
Staffing:				
	Consider HR personnel		Explore less people, paid more	Competitive comp. for Housing
	Consider sustainability personnel			Consider a grant writing position
				Consider sustainability personnel