



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, April 04, 2022, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

Amended 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:

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/89012525397>
Webinar ID: 890 1252 5397
2. Address the Council in person at City Hall.
3. 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:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public Comment.
2. Proclamation – Week of the Young Child.

CONSENT AGENDA:

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

3. ACTION ITEM: Approve minutes of March 21, 2022, as submitted by Tara Fenwick, City Clerk.
4. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Gallagher Rubel, Treasurer.

5. ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$185,279.82., as submitted by Shellie Gallagher Rubel, Treasurer.
6. ACTION ITEM: Recommendation to approve alcohol beverage license, as submitted by Shellie Gallagher Rubel, Treasurer.
7. ACTION ITEM: Recommendation to approve Purchase Order #22077 for audio equipment, as submitted by Lisa Enourato, Public Affairs and Administrative Services Manager.
8. ACTION ITEM: Recommendation to approve chip seal oil purchase and distributor service purchase order #22069, as submitted by Brian Christiansen, Streets Director.
9. ACTION ITEM: Recommendation to approve purchase order #22072 for Skyline trash cans, as submitted by Juerg Stauffacher, Facilities Supervisor.
10. ACTION ITEM: Recommendation to approve Contract #22073 For Plant Health Care and Integrated Pest Management, as submitted by Juerg Stauffacher, Facilities Supervisor.
11. ACTION ITEM: Recommendation to approve purchase order #22074 for replacement of the little league fence at Atkinson Park, as submitted by Juerg Stauffacher, Facilities Supervisor.
12. ACTION ITEM: Recommendation to approve Purchase Order #22075 With Aqua-Aerobics Systems, Inc. for Filter Cloth Media, as submitted by Mick Mummert, Utilities Supervisor.
13. ACTION ITEM: Recommendation to approve Final Plat for Waddell/Roush Townhomes located at 3020 Warm Springs Road, as submitted by Suzanne Frick, Director Building and Planning.
14. ACTION ITEM: Recommendation to approve the 151 Topaz Street Final Plat, adopt the Findings of Fact, Conclusions of Law, and Decision, and approve Security Agreement #22761 for Right-of-Way Improvements, as submitted by Suzanne Frick, Director Building and Planning.
15. ACTION ITEM: Recommendation to approve Agreement #22763 Between the City of Ketchum and Urban Renewal Agency, as submitted by Suzanne Frick, Director Building and Planning.

NEW BUSINESS:

16. ACTION ITEM: Recommendation to approve final not-to-exceed bid for Sun Valley Road Rehabilitation Project, as submitted by Sherri Newland, City Engineer and Jade Riley, City Administrator.
17. ACTION ITEM: Review and approve FY23 budget development calendar, as submitted by Shellie Gallagher Rubel, Treasurer and Jade Riley, City Administrator.
18. ACTION ITEM: Approval to close on Warm Springs Preserve Property and associated interim budget request, as submitted by Jade Riley, City Administrator.
19. Receive an update on Bluebird Community Housing Project, as submitted by Greg Dunfield, GMD Development and Charles Friedman, Ketchum Community Development Corporation.

ADJOURNMENT:

Lisa Enourato

From: Lisa Enourato
Sent: Monday, March 28, 2022 11:22 AM
To: Participate
Subject: FW: Watch "FAUCI CO-WORKERS STUN CONGRESS, EXPOSES HIS EVIL SIDE" on YouTube

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Amanda Breen <ABreen@ketchumidaho.org>
Sent: Monday, March 28, 2022 10:12 AM
To: Lisa Enourato <LEnourato@ketchumidaho.org>
Subject: Fw: Watch "FAUCI CO-WORKERS STUN CONGRESS, EXPOSES HIS EVIL SIDE" on YouTube

Public comment.

Regards,

Amanda Breen
Ketchum City Council
P.O. Box 2315
480 East Avenue North
Ketchum, Idaho 83340-2315
Mobile: (208) 721-1760
Email: ABreen@ketchumidaho.org

From: chris campbell <1luckybulldog@gmail.com>
Sent: Monday, March 28, 2022 10:02 AM
To: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Watch "FAUCI CO-WORKERS STUN CONGRESS, EXPOSES HIS EVIL SIDE" on YouTube

<https://youtu.be/U6mu4ZZQVgg>

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Wednesday, March 30, 2022 5:01 PM
To: Participate
Subject: A Lesson in Civics

Dear City of Ketchum,

I thought this article I wrote might be of interest.

A Lesson in Civics

Americans have failed our nation. We've failed to honor the sacrifices, beliefs, and dreams of our founding fathers. We have failed in our duty to educate ourselves, understand the principles upon which our nation was built, engage in civic responsibility, and hold politicians at the local, state, and national levels accountable.

We've been too busy watching sports and reality TV, buying toys, and "keeping up with the Joneses" to carry out our duty to those who forged a truly revolutionary path to birth this great nation.

Thankfully, that is changing all across America as parents, workers, and students demand their voices be heard and that their rights be respected. As more Americans hold public servants accountable, the political climate in America has entered a new season.

A couple of weeks ago, I received an education on this very issue. Monday morning, February 7, 2022, I submitted a public comment to the Ketchum City Council and Mayor of Ketchum, Idaho as well as to neighboring city councils and mayors.

I called out those who make rules for our community yet do not abide by those rules themselves. I highlighted that public servants made rules for our communities but failed in their responsibility to discuss and defend those policy choices in a public forum.

According to comments made by several Ketchum city council members during the meeting, they were taken aback by the tone of many public comments they received from exasperated constituents opposed to the longstanding mask mandate.

As Americans have generally been disengaged from the political process, such sudden and exercised engagement may have been a surprise.

One of the main refrains uttered by local politicians in communications with their constituents has been that they 'trust the experts.' County Blaine County Commissioner Chair Dick Fosbury wrote in an email (pg. 69) to Ketchum City Council member Amanda Breen, "It is my professional

opinion that you do not need to debate Ms. Manookian. Let her debate our State Epidemiologist, Dr. Christine Hahn.” He continued, “This is not a debate, listen to the licensed professionals.”

For the record, I’d gladly debate Dr. Hahn or have one of the doctors and scientists with whom I’m in contact do so. I eagerly await an invitation from Chair Fosbury to do so in our valley and will reach out to him to make arrangements for such an event.

But his comments illustrate the primary purpose for which I write today: the need to remind politicians that voters did not elect faceless, nameless experts to represent them and experts are not accountable to the voters. The politicians elected to represent citizens are accountable to the people and we the people will hold them accountable.

Allowing anonymous experts to dictate policy unchallenged while hiding behind the defense that ‘I was just heeding the advice of the experts’ without publicly defending the science and rationale for one’s reasoning and policy choices is a clear abdication of the responsibilities of public office and a violation of our founding fathers’ intentions.

Let’s not forget that “experts” make mistakes all the time and when the voices of dissenting experts are being censored and denigrated by government, as has happened during this crisis, it should alarm us all.

Have we forgotten that experts brought us birth defects from drugs like Thalidomide and DES, that experts x-rayed pregnant women’s pelvises, approved Vioxx and opioids, and allowed mercury in eye drops, drugs, and children’s vaccines?

Are public servants unaware that the scientists who linked stomach ulcers to a pathogen were ostracized, defunded, and derided as lunatics only to be awarded the Nobel Prize for medicine twenty years later in 2005?

Have elected officials not heard of regulatory capture and that FDA, CDC, and NIH are prime but unfortunate examples of this pernicious development?

User fees paid directly to FDA by the pharmaceutical industry (the very industry it’s supposed to regulate), account for about 45% of FDA’s total budget and a whopping 65% of FDA’s drug approvers’ salaries. FDA has even gone so far as to ask a court to BLOCK release of Pfizer’s clinical trial data relating to its COVID injection for 75 years.

CDC takes millions from the pharmaceutical industry, giant private foundations, and other interested parties through its public-private partnership. It is the largest purchaser of vaccines in the US and even owns dozens of patents on vaccines while simultaneously being charged with ensuring the safety of vaccines.

Scientists at NIH own half the patent on the Moderna shot they themselves developed and earn up to \$150,000 per year on these patents.

NIH has received an estimated \$2 billion royalties since 1991 from licensing fees on vaccines they developed. These are conflicts of interest no wise person dismisses. Does this information concern you?

Educated Americans do not want or need fallible, human, often conflicted “experts” directing policy decisions behind closed doors unchallenged by those with differing opinions.

We want the light of day shining on all decisions made by public servants and we expect them to be capable of defending the reasoning and science underlying their policy choices.

If public servants are incapable of doing so, they have no business mandating policy.

Thankfully Americans are saying “no more.” We do not want just the preferred opinion of selected “experts,” who often have a vested interest in a particular outcome, dictating our policies.

We do not want politicians that hide behind computer screens on zoom meetings and fail to appear in public before their constituents.

We do not want a process that denies constituents the ability to explain their perspective and hold those politicians accountable *face-to-face*.

While many politicians talk about the importance of their mission to protect public health, I think they misconstrue that mission and imperative. Public servants are supposed to ensure that corporations don’t dump toxins into our rivers, that there is no waste on the streets, and that we have a clean and safe environment in which to live, socialize, conduct business, attend school, etc.

Nowhere in our founding documents, indeed nowhere in law, does it state that public health power extends to forcing an individual to cover their face (and airways) in what can only be described as a dehumanizing and demeaning exercise in subservience, not to mention an unhealthy one.

Nowhere does any statute assert that experimental drugs should be forced or coerced into or onto anyone’s body.

It may surprise you to know that CDC does not rely on a single controlled trial to prove the efficacy of masks, rather CDC ignores the dozens of controlled trials that show masks are ineffective.

Anyone who has delved into the matter (see mask section) will know that ever since the Spanish flu, masks were universally viewed as ineffective at stopping the spread of airborne illnesses until so-called experts manufactured new “science” to support the narrative just a few months into the COVID crisis.

Any thinking person must question whether this “science” that suddenly contradicted a century of research, served as a convenient tool to frighten, control, and divide the public resulting in the loss of our rights and the destruction of all our societal and constitutionally protected and understood norms.

Many politicians display an utter disrespect and disregard for our founding fathers and founding principles and it is high time that they wake up and remember that our government is of, by, and for the people – and that they serve us.

Furthermore, when attempting to impose restrictions on our freedom of movement and our liberty in any way, shape, or form, in violation of our rights, they should expect to be held accountable in the strongest peaceful manner possible.

That they are surprised when Americans peacefully protest reflects our decades-long failure to engage in the political process.

I remind these public servants that speech is not violence, and that anger is the result of people being dismissed, derided, and slurred as fringe conspiracy, anti-vaxxers, anti-Semites, racists, and more. When public servants dismiss and smear their own communities, they are going to feel the displeasure of the people.

Hurling the “antisemitism” label at those with whom you disagree is despicable and inappropriate. Unfortunately, this trend is a hallmark of the “cancel culture” plaguing our country and to which so many, sadly, to our detriment and potential national destruction, seem to subscribe.

Big tech and social media spawned public sharing of hitherto private information to faceless followers and friends, many of whom post nasty comments hidden safely behind their screens.

Big Tech siloed users into echo chambers where they remained oblivious to other perspectives.

Big Tech quashed challenges to the mainstream opinion, labeling only those from Big Tech-sanctioned sources such as CDC and NIH as legitimate. Americans removed from face-to-face contact combined with limited information and perspective begot what we now know as cancel culture of anyone with different opinions.

This development not only shut down public discourse, it also allowed those who promulgated unlawful and wrongheaded policies to cocoon themselves in the misguided notion that their “expert-driven” opinions are absolute and that their decisions are unassailable because Big Tech censored opposing viewpoints, used [fake fact-checkers](#) to label them false, and created the impression there was no legitimate debate through their cancel culture tactics.

This is a loathsome, poisonous trend infecting our populace. Unfortunately, it is pushed by national leaders and now, it would seem, even local ones. Ketchum city councilwoman Amanda Breen charged on the public record during a Ketchum City Council meeting that the work of Health Freedom Defense Fund, Inc. and our lawsuits are anti-Semitic.

Let’s be clear, anti-Semitism means being hateful against those of Jewish origin because of their religion and race, it means discriminating against

them because of their religion and race, it means isolating them, marginalizing them, and dehumanizing them because of their religion and race.

It does not mean referring to the Nuremberg Code as a seminal event in human history which instilled in the global consciousness and codified in international law the moral and ethical principle of informed consent, meaning that we do not force medical interventions, whether experimental or not, on human beings.

Prior voluntary informed consent of all medical interventions is requisite for the practice of ethical medicine.

These legal norms have been reinforced in national laws and in international treaties, declarations, and agreements ranging from the Nuremberg Code in 1947 to the Declaration of Helsinki in 1964 and the UNESCO Declaration on Bioethics and Human Rights in 2005.

That Amanda Breen deliberately conflated a reference to the Nuremberg Code in our lawsuits with anti-Semitism is unconscionable. That she doubled down when challenged is even worse.

But perhaps worst of all, Breen's snipe is aimed at canceling the point of the lawsuit, namely, that the Nuremberg Code which seeks to protect human rights must be honored.

Of course, she is free to say whatever she chooses to say, and I support her right to freedom of speech, but for a public servant to call a lawful, ethical person, and the nonprofit I run, anti-Semitic is not only inaccurate, it is deeply disappointing as it seeks to discredit and cancel my views and opinions through a highly charged smear rather than engage in debate.

I publicly challenged Breen to identify an instance where I have been racist, where I have been bigoted, where I have discriminated against anyone on the basis of their gender race, religion, or any immutable trait. She has not responded but I know she will not be able to as I have fought against bigotry in all its guises my entire adult life.

That Breen has not been condemned by the local newspaper, by her community, or by other public servants speaks to the failure of Americans to understand our history, our founding principles, and the responsibilities attendant with public service.

History teaches that this kind of divisive rhetoric won't end well. To those of you who dishonestly and dishonorably call those with differing opinions anti-Semites, conspiracy theorists, anti-vaxxers, and other slurs, there will be a day of reckoning.

You are pushing our country towards a breaking point, you are separating us, and it will only hurt us all.

At first, I was offended that someone I've known for many years would make such a statement but then I saw the gift of a teaching opportunity for me, my friends, and my community.

Instead of shrinking away from such defamatory interactions, I view it as an opportunity to expose the lack of appreciation for our founding principles and our history and to hold public servants accountable for their votes and actions.

I hope my stand empowers others to do the same as that is the only answer to the strife we face.

Americans must summon the courage to stand for our rights as sovereign human beings. Public servants must embrace an informed populace and actively engage their opinions as doing so will only strengthen our communities and our nation.

By coming together to embrace our shared history we can forge a new path, a better path for all.

<https://healthfreedomdefense.org/a-lesson-in-civics/>

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Perry Boyle <perryb@ahcketchum.com>
Sent: Thursday, March 31, 2022 7:24 PM
To: Participate
Cc: Greg Foley; Mark Dee
Subject: Public Comment for April 4th City Council Meeting Item 18: increased taxpayer funding for Bluebird

To the City Council:

We respectfully request that you:

1. deny GMD's latest request for yet more money from Ketchum taxpayers,
2. kill this project, and
3. pursue a higher and better use for the former City Hall site that could benefit far more people, in a shorter period of time.

As we have said for over a year, **the economics of Bluebird don't work** for GMD without excessive Ketchum resident subsidies. Even if the City accedes to the latest request for more money, it will likely not be enough (see below), and **GMD could come back for even more.**

Any other developer would not be able to secure a building permit from the City under these circumstances,

We do not need another hole in the ground in the center of Ketchum. We need real housing solutions for working people in Ketchum. The proceeds from a sale of this site could go to work in a matter of months to provide workforce housing.

As you, the member of the Council, have repeatedly stated, we are in a housing crisis. Now is the time to act like we are in a crisis.

1. The City could bring some long-term rentals out of the AirBNB market with a Truckee type program.
 2. Tiny homes could go up on this site immediately, at 20% the cost of a Bluebird unit, with the ability to move them to another location as warranted, like has been done at the Meadows (or in Seattle, or SF, and other locales).
 3. The money could kickstart an InDEED type program like Vail's for permanent working residents of Ketchum.
- None of these are as complicated, as expensive, nor as destructive of Ketchum's retail core as Bluebird is.

Let's recap what GMD is asking of the taxpayers of Ketchum: \$10mm.

1. \$900K from KURA, a City agency: \$454k approved in 2020, plus the \$200k for demolition of the site, plus another \$256k from the latest request
2. \$3.3mm from the City of Ketchum. \$1.4mm previously approved, plus the latest request of \$1.9mm. Some of this will come from the in lieu fund. That is money that could have gone to more cost-effective opportunities at a much earlier date. It is unclear how the City can approve almost \$2mm more out of the previously approved 2022 taxpayer budget for Bluebird.
3. \$6mm in what the Mayor has called "free land".
4. \$135K reimbursement of GMD's costs for tax credit application

That's roughly \$10mm, so far, from a town of only 3,800 residents in an average household of less than 3 people. **That's about \$8750 per resident household.** That's like two years of property taxes going to just Bluebird.

This will probably not be GMD's last attempt to come to the taxpayer well. **They do not have the financing in place for this project,** and their assumptions are...optimistic. If just one thing goes wrong, they will either lose their lender or

come back to the City for more. How do we know this? Mr. Dunfield said so at the P&Z Commission meeting last May, as he just did today.

1. GMD has not successfully negotiated an off-market term with the lender
2. GMD has not sold all of the tax credits required for equity in the project. Its assumption that it will get \$3.17mm more from this source is optimistic, and the market continues to move away from them.
3. GMD will not put up \$1 in equity. They have not reduced their \$1.8mm development fee by even \$20. Indeed, **the cash GMD will be taking out has gone up by over \$100k.** They have put up a guarantee for only 3mo of the 6mo required operating reserve. That may not be enough. But this is hardly a “tremendous risk exposure” relative to their \$1.9mm development fee.
4. There is an increased estimate for the retail space of over \$400k. Yet that space was preciously marketed for the developer at a lower price, with no known takers. Give the unique layout of that space (it is only a narrow facade), it could be hard to get a buyer.
5. Mr. Dunfield refers in his letter to cost savings from downgrading some of the materials. These lower costs substitutions have not been run by the P&Z Commission for approval.

Bluebird is held together with string and bailing wire. One bad slip and the costs could go up yet again.

We now have clear evidence that **Mr. Dunfield lied to the community** in March of 2021 when he took out an ad in the IME claiming he was doing this as a “charity” (his word). Per his letter of March 31, he knew at that time that GMD will take a \$1.8mm developer fee on Bluebird. This reinforces the point that Bluebird is a FOR PROFIT project, unlike the non-profit developer options that Ketchum chose not to pursue.

Mr. Dunfield’s letter is also misleading in that it claims 51 units. He leaves out that two of those units will go to GMD workers who would not qualify for the units under the tax credit terms.

While the estimated cost of Bluebird is now \$25.7mm (\$525K per unit vs \$125K per unit for the tiny homes down valley), the full cost is far higher than that. That number does not include:

1. What the Mayor has repeatedly called “free land” from the Ketchum taxpayer with a value of over \$6mm per latest comparables.
2. Foregone property taxes of as much as \$10mm over the life of the project (Bluebird will pay property taxes, but at a much lower valuation than what the property is truly worth).
3. The impact on retail parking in the downtown core. The City Planner can’t have it both ways—either everyone walks to work and leaves their car parked in the retail core, or they drive to work so that the project doesn’t need to be in the retail core. Which is it? We know from other affordable housing in Ketchum that there are 1.4 cars per unit. This would put over 30 cars in the retail core. The City Administrator has said the cost of a covered parking spot is \$70,000. At half that for a prime downtown location, this is a \$1mm parking subsidy for Bluebird.

Thus, in addition to the \$25.7mm estimate, there are potentially another \$20mm in economic losses to the Ketchum taxpayer. **That’s a full costing of \$930K per unit.**

And we haven’t even begun to address that Bluebird cannot guarantee tenancy to working people, and that, once in place, a tenant need never leave a prime downtown location, regardless how high their income climbs. **Bluebird is a handout, not a hand up.** It will benefit a FOR PROFIT developer and a small number of people at a massive cost to the people and of Ketchum and the character of its retail core.

You have an opportunity to put an end to Bluebird and redirect our resources to far better workforce housing solutions.

Respectfully,

Perry Boyle, President
Affordable Housing Coalition of Ketchum

Lisa Enourato

From: HP Boyle <boylehp@yahoo.com>
Sent: Thursday, March 31, 2022 7:57 PM
To: Participate
Cc: Greg Foley; Mark Dee
Subject: Public Comment on LOT Referendum

If it is not too late, I ask the Council to consider postponing the LOT referendum to November.

It is unlikely that a fully informed electorate will vote for it. Unfortunately, the Council has compounded the original sin of Ketchum's LOT, that it taxes the locals to subsidize tourism.

The legislative intent of the LOT is for a tourist city of under 10,000 residents to tax tourists to offset their impact on the townspeople. It was never intended as a general sales tax on local residents. Given Ketchum's approach, it leaves the city open to litigation should this referendum pass.

By largely mirroring Sun Valley's LOT, the Council may not understand how it works there versus how it works in Ketchum. Given the demographics and minimal town core for SV, Sun Valley residents pay very little of the LOT to SV.

But when Ketchum mirrors the Sun Valley LOT approach, it creates a massive, and regressive, and anti-local, tax burden on Ketchum residents and retailers.

Last year, locals paid \$1.75mm in LOT taxes. That was already too much. But the Council will increase that to \$2.5mm by mirroring Sun Valley's LOT structure—and makes it worse with a locals-only sales tax on building materials (aka "the AC Houston tax")..

The City staff says that 73% of the LOT is paid by tourists. That is irrelevant. It should be close to 100% and every percentage point off of 100% should require justification.

The relevant number to voters is how much we pay. The City is now proposing to raise the total sales tax on retail in Ketchum to over 8%. This will not sit well.

The whole LOT debacle is compound by the intensely unpopular and misleadingly-named "1% for Air". A significant portion of that is allocated not to air service, but to marketing Sun Valley as a tourist destination. That's like taxing the victim to pay the mugger.

By structuring the LOT to increase the tax burden on locals, the Council has set up the referendum to fail, and to set back the cause of using the LOT for workforce housing by at least another year.

The Council has set up the referendum such that I, and many others, cannot support it. I am put in an awkward position of being against it, as it is so anti-local. This has no little irony, given my push to significantly raise the LOT—on LODGING, as a mayoral candidate.

If it's not too late, take the six months to fix this. Wait until the housing strategy is completed and digested by the community so they know what they are voting for. Fix the LOT structure so that it is tourists, not locals, who are taxed.

Respectfully,

Perry Boyle

Lisa Enourato

From: H Boyle <Boylehp@yahoo.com>
Sent: Saturday, April 02, 2022 6:44 PM
To: Participate
Cc: Greg Foley; Mark Dee; Carissa Connelly
Subject: Structural problem with Ketchum's approach to LOT

To the Council:

In a previous email I described the negative externalities in the current approach to the LOT structure. In sum, it is too great a tax burden on locals, contrary to legislative intent.

But there is another problem with the path the LOT is on. Price elasticity of demand.

There was a lot of discussion amongst the Council on the impact of a sale tax on retail sales. None of that discussion was based on math or economics. The economics of a sales tax are well-established—I would be happy to send you numerous academic papers on the topic. Or you could just call up local resident Michael Boskin, one of the nation's experts in microeconomics, and get a tutorial so you are educated on the topic before you vote on it.

Sales taxes have a high elasticity of demand, especially when there are alternative markets with low substitution costs (e.g., Amazon). What that means is, that when you raise the sales tax on local retailers, their sales will decline by more than the revenues raised by Ketchum with the sales tax. This is Microeconomics 101.

In contrast, lodging, particularly in resort locations, has a low elasticity of demand. That means when you raise the tax on lodging, the revenues to the rentiers fall less than the tax raised. This also has been well-documented empirically.

The approach you are taking to the LOT is economically bad for the community. If you were representing the interests of your community, what you should have done is raise the lodging tax significantly and lower the sales tax. What Sun Valley or Hailey does is not particularly relevant to the situation. They are not frictionless substitutes for lodging.

I know only Ms Hamilton on the council has taken an economics class, and she probably doesn't use much math professionally. But the Mayor has an MBA and was a Wall Street analyst. This basic economic concept has to be known to him.

Please rethink this referendum. Take it off the ballot now so we can do it right in November. In November we will have the housing strategy done and and digested so people know what they are voting for. You can fix the LOT to raise the same amount of money in a better structure that is less harmful to the residents and businesses in Ketchum.

Pleased don't gamble a referendum on something this important.

Thank you,

Perry Boyle
Ketchum

Lisa Enourato

From: Lisa Enourato
Sent: Sunday, April 03, 2022 9:06 PM
To: Participate
Subject: FW: City of Ketchum | Word on the Street

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Amanda Breen <ABreen@ketchumidaho.org>
Sent: Sunday, April 03, 2022 4:26 PM
To: Lisa Enourato <LEnourato@ketchumidaho.org>
Cc: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Jade Riley <jriley@ketchumidaho.org>
Subject: Fw: City of Ketchum | Word on the Street

Public comment.

Regards,

Amanda Breen
Ketchum City Council
P.O. Box 2315
480 East Avenue North
Ketchum, Idaho 83340-2315
Mobile: (208) 721-1760
Email: ABreen@ketchumidaho.org

From: HP Boyle <boylehp@yahoo.com>
Sent: Sunday, April 3, 2022 3:32 PM
To: Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>
Subject: Fwd: City of Ketchum | Word on the Street

I urge you to do your own independent work on Bluebird (e.g., talk to Glacier Bank and the other funding sources), as my read of GMD's letter is that he does not have his financing in place, even with the City increased taxpayer contribution.

I am happy to talk to any of you about this at any time, and the much better, and faster, alternatives for workforce housing the town could get for its \$10mm.

Perry Boyle
Ketchum

Lisa Enourato

From: Courtney Hamilton
Sent: Monday, April 04, 2022 11:44 AM
To: Participate
Subject: FW: more deceit regarding workforce housing
Attachments: economic realities without the distortions.eml

COURTNEY HAMILTON | CITY OF KETCHUM

City Council Member

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

mobile: 208.481.1211

chamilton@ketchumidaho.org | www.ketchumidaho.org

From: Billy <wilfrahug@cox.net>
Sent: Monday, April 4, 2022 11:43 AM
To: editorialboard@mtexpress.com <editorialboard@mtexpress.com>; Greg Foley <gfoley@mtexpress.com>; letters@mtexpress.com; Angenie McCleary <AMcCleary@co.blaine.id.us>; MDavis@house.idaho.gov <MDavis@house.idaho.gov>; nbradshaw@ketchum.org; Courtney Hamilton <CHamilton@ketchumidaho.org>
Subject: more deceit regarding workforce housing

EDITOR:

"Nationwide, we're about 4 million housing units short. If we can put a dent in this valley, I think we're acting locally to eliminate the problem." Apparently Owen Scanlon and folks at Hailey City Hall are intent on putting them all on one tiny lot on River Street.

After very recently establishing the rules for the Downtown Overlay District, P&Z and the City Council immediately throw those rules in the toilet and flush. Three waivers were approved for River Street Townhomes on a non-conforming lot which would have eliminated any consideration of this project as proposed, a slap in the face of Gary Poole and Kiki Tidwell who built a quality project next door.

These are the same folks at City Hall who aggressively attempted to ram through a shipping container project on this same tiny lot proposed by a developer who is now out of business. Like the Municipal Campground it would have happened without the loud objections of the few in the community who still care. With this project the shipping containers are simply stood on end, packed together tighter than sardines.

The first I heard about this project was the announcement of final plat approval in IME reporting on March 28th. On April 1st it was reported that the developer "breaks ground today." This follows the established pattern of further accelerating a pathetically abbreviated review, or FARCE, as many citizens identify a now completely corrupted process, this project approved before the broader community is even aware, at least this time not in a ZOOM meeting no one could attend at the

beginning of the Covid lock-down. The developer is obviously in a BIG hurry as any more thorough, rational examination might raise some legitimate concerns and outrage at the immediate abandonment of regulation by the people who just constructed it. Then there is the lie about it somehow producing affordable housing.

When you waive millions in impact fees for massive residential projects you are then left struggling to compensate for any budget shortfalls with fees for building permits. City Hall somehow believes \$1.9 million is a lot of money. It isn't. Spending it on cosmetic improvements or to put poorly designed bike paths on the wrong side of the street which never gets any sun in the winter is frivolous, particularly when considering the substantial costs of mitigating the future impacts all this massive added density will create while producing NO affordable housing. Sunbeam affordable?! Give me a break! Cart before the horse priorities. Citizens should resoundingly reject any future levy requests by the City of Hailey.

City Hall does not want any public comment, serious consideration, or thorough examination of anything, for instance projected future water consumption or increased sewage capacity this malignant growth agenda will demand. A rubber-stamp will do just fine thank you very much. An agenda which delivers generously to the real estate industry while contributing little to nothing substantive in addressing the workforce housing problem. Ten of these units on River Street will be purchased by wealthy investors unable to access Ketchum, and used as vacation rentals.

The two units priced at \$375,000.00 were identified by Horowitz as "affordable housing." Not for the 'essential workers' down the street at Albertson's who fed us during the pandemic while public sector employees and almost everyone else stayed home. Without help for a down-payment from Mom and Dad or employers, emergency responders, hospital workers, and teachers will never qualify, further inhibiting the infusion of youth this valley so desperately needs. We need projects promoting quality income-adjusted rentals, not half-a-million to a million dollar condos downtown and even more expensive inventory in the massive subdivisions to the east. This project is exclusively about profit, and will certainly deliver it.

The mayor's recent promotion(?) of the CDD to City Administrator will not change her objective of aggressively representing real estate development interests rather than the city and its citizens. This personnel action was executed and announced on Spring Break when literally everyone was out of town, a common strategy in this valley to minimize criticism of decisions representing either glaring stupidity or intentionally avoiding transparency which might result in a demand for accountability. Like the attorneys who hired Horowitz without a legitimate HR process after she was run out of Ketchum, she only sounds like she knows what she is doing. In her new position she doesn't, unless she is a CPA.

Attorneys and others who have spent their entire lives running their mouths (10,000 hours), commonly pretend to have all the answers, but are completely clueless when it comes to development details such as infrastructure carrying capacities, traffic, and the costs of mitigating all the future impacts of massive approved density at build-out. Those understanding how to produce these details were all run off by the bullying of the previous mayor. In the past these details were

determined through comprehensive "Financial Analysis," a requirement once demanded by municipal statute irresponsibly butchered from the annexation ordinance by Haemmerle, Williamson, and Horowitz, replaced by a rubber stamp.

The dishonesty about systematically increasing density as somehow a panacea for workforce housing shortages further exposes the pattern of misinformation at City Hall used to promote a malignant growth agenda on behalf of developers. In this digital age I guess I shouldn't be surprised at the shallow, superficial approach to development in Hailey exhibiting a complete absence of any critical thinking. Now a pattern of "green-washing" propaganda has become the latest deceit. One busy week of operations at Atlantic Aviation cancels more than a year or two of any future benefits from "green" intentions and ordinances City Hall is constantly virtue-signaling about and celebrating.

YES! I absolutely support all legitimate efforts by the city intended to reduce atmospheric CO2 and promote construction of workforce housing, but distorting associated realities so completely as the city has consistently done is just creative lying. For further analysis and associated, relevant history on these and other issues, call me at 208-788-1277 and I will send you a longer letter I stuffed in drafts when Russia invaded Ukraine, too much heartache. I had to escape to denial and limited media consumption for a while. The lies about this River Street Townhome project demanded a response.

William F. Hughes
Hailey

P.S. Please do not edit for content or length.

I know those who make decisions on what is published in the IME often don't like what I say or how I say it, but limiting a solitary voice willing to confront corruption in the local establishment because everyone else has given up, contributes to growing perceptions that the IME has become simply a tool of that corrupt local establishment. What if all of Trump's lies, including the BIG one had gone completely unchallenged?

Instead of the IME honoring any concepts of journalistic integrity and sense of duty to the Fourth Estate and the truth, reporting simply regurgitates without questions the patently false narratives produced by an individual forced from employment with the City of Ketchum for reasons no one will identify, and dumped like a steaming turd on the City of Hailey to stink up and irreparably damage *our* community. Ketchum committed a crime in creating Horowitz and should be sentenced to taking her back.

In reading the editorials, folks at the IME do appear genuinely concerned about workforce housing and climate change, so why would you not allow a rebuttal to the lies being promulgated at City Hall in Hailey that defeat these social and environmental justice objectives? You did the same thing with your persistence in defending the contaminated culture at BCSD for years.

The IME used to encourage vigorous debate, a critical function of the free press, and has published opinions of this length from the "right people" which obviously will never include me. I don't have enough money to purchase a platform or buy any such influence.

A liberal blue island with a free press in a sea of red?! C'mon Pam, if you really believed that you surely wouldn't be doing your control-freak impersonation of Horowitz with the IME by excluding rebel forces from participation using tired, inflexible rules as an excuse. That is what Republicans and WRV DINO's do. Perhaps as a result of having many wealthy friends it took you forever to finally admit that the intentional and corrupt engineering of extreme income and wealth inequality to lavishly enrich the economic aristocracy is the real source of the various and abundant disasters today confronting humanity, globally, nationally, and locally.

Publishing this opinion piece qualifies as a desperately needed PSA and offers the truth as an antidote to a clueless neophyte council carefully groomed to eagerly swallow the misinformation and propaganda on development resulting from Authoritarian Fritz Haemmerle's contamination of Hailey City Hall installing the toxic residue of the dominating influence of Lisa Horowitz after he left.

Rapidly and aggressively strip-mine all the wealth, profit privatized, risk socialized, hoard the accumulated wealth and leave an economic wasteland behind, so those under the bus will remain there, where they belong, with no social safety net.

It is not a coincidence that Trump and Haemmerle happened at the same, two narcissists from privilege manifesting identical personality disorders. One with a corporate Cabinet, the other a real estate P&Z guided by an individual exercising some kind of sick vendetta trying to prove something to those who so abruptly dismissed her.

The current mayor is still suffering Stockholm Syndrome after Fritz took the council hostage in front of the Quigley Annexation following Carol Brown's departure, in a corrupted review process for a decision that had already been made, which was obvious to everyone. Symptomatic of Authoritarian rule. Old Martha still drunk on the malignant growth KoolAid, the Municipal Campground lunacy confirming this diagnosis.

It is heartening to see the bravery and courage of the Ukrainian People and Zelensky. You will no longer find such noble attributes and motivations in our fair valley, now evolving and adapting to the insidious influence of systemic greed, the singular and mindless motivation of the real estate industry. One of my signature comments over the years - *all the money has certainly cheapened the character of our fair valley*, a rapidly accelerating reality over the past couple of years.

Please! Please! Please! I have been praying for rain and snow for over four months now, disturbed by a *third* of the year absent of any measurable precipitation when we should be stacking up supply.

From: Billy <wilfrahug@cox.net>
Sent: Monday, April 04, 2022 11:38 AM
To: Billy
Subject: economic realities without the distortions

The IME's editorial on gentrification appears as just more melodramatic lamentation by an effete local establishment that didn't see or hear the freight train bearing down on the valley for two decades, an inevitable outcome given the extreme income and wealth inequality produced by half a century of conservative corruption of the political economy produced by the only human motivation expressed over that time, greed. At least the mayor of Ketchum has some idea of the predicament in which Joe Biden finds himself, similarly a victim of the consequences of aggressive institutional accommodation of unfettered greed.

That singular motivation of greed has been generously served by the local establishment through the systematic abandonment and butchering of carefully crafted regulation providing thoughtful constraints on development, the real estate industry and the corporate church resort and hoteliers now owning the agenda and local officials for over a decade now.

'THE MERGING OF STATE AND BUSINESS LEADERSHIP' (Please Google caps!) a pattern identical to a totally corrupted national economic paradigm which systematically rejected democratic and egalitarian principles for forty years to legislate a system designed exclusively to deliver mountains of lightly-taxed, unearned investment wealth to the economic aristocracy, whose migration here is applying the "economic pincers."

This image of "remote work" and "urban workers grabbed their laptops" is deceitful, as wealthy newcomers have to deliver some response when someone asks what they do and how they can afford to live here. Yes, no doubt some are high-income *techies*, but most are simply members of the economic aristocracy, the 10% of the population receiving almost 90% of unearned investment wealth and responsible for 3/5 of the \$600 billion lost (2018) to non-compliance with tax laws. From 2011 to 2019 audit rates on taxpayers with over one million dollars in income dropped 81% and the audit rate for large corporations dropped by half, while staff reductions at the IRS reached 14,000.

The IME Editorial Board making a distinction between an "earned" residency from working in the valley over decades versus residency delivered by "global earnings," is a rather vague and shallow analysis of the extreme disparity in income and wealth of working locals in comparison to wealthy beneficiaries of four decades of the conservative corruption of the political economy promoting exclusively the *upward redistribution of wealth*. Partly through the systematic devaluation of the American worker, but mostly through eliminating any regulation and laws inhibiting that objective, corporate attorneys and Wall Street parasites eagerly assisted by the political class they own.

If the former president had simply given the \$480 million his Daddy left him to Warren Buffet and Berkshire Hathaway way back when, he would be one of the richest individuals on the planet.

Before manufacturing billionaires became the primary objective of government there were simply far fewer extremely wealthy citizens. Yes, they were here, but a small minority. Back in the 80s when you asked what these individuals did for a living the response was commonly "artist, photographer, financial advisor," etc. They often worked part-time at jobs with pay not commensurate with their homes, vehicles, and lifestyle, the really *BIG* money coming to them when their parents died. America's wealthiest family dynasties like the Waltons and Kochs are set to pass \$21 TRILLION on to their heirs over the next two decades virtually tax free, as a result of loopholes specifically legislated for the economic aristocracy owning the political class.

At the beginning of the pandemic I thought the wave of extremely wealthy refugees was in response to the pandemic. After further examination of additional information, it appears a much greater influence in this migration is tax avoidance, with Wyoming and Idaho becoming the Caymen Islands of the Northern Rockies.

<https://www.washingtonpost.com/business/interactive/2021/wyoming-trusts-finance-pandora-papers/>

<https://wyofile.com/pandora-papers-expose-magnitude-of-wyos-unethical-folly/>

I read the 'wyofile' piece again. I really liked it because it is from a journalist whose life and home are closer to this conservative corruption in their home state, though the WAPO piece is more comprehensive. The 'comments' revealing divergent perspectives from right to left are very interesting as well. The right only capable of the same tired talking points used for decades to attack "tax and spend" liberals.

A corrupt local establishment has mindlessly opened the barn doors for real estate developers and subsequently wondering "where the hell are the horses?" reveals the complete absence over time of any critical thinking about mitigating the effects of inevitable gentrification, the destiny of all nice places to live. I am pleased the IME Editorial Board is finally making some progress toward the truth about *unearned* entitlement and privilege, income and wealth inequality the real source of all the division this country is experiencing,

The fascist propaganda machine of the oligarchs has effectively exploited the worst inclinations and fears of the Republican base with division intentionally constructed along racial lines. They continue to attempt to destroy our democracy to perpetuate the entitlement and privilege and expand the wealth of the economic aristocracy.

A deeper statistical dive into the conservative corruption of this country's political economy to institutionalize over decades the escalating extraction and accumulation of investment wealth for the economic aristocracy, is provided in the attached email many of you may have already received. Sorry, but most are not wealthy because they are clever, they just had plenty of money to

invest when the oligarchs began engineering the corruption, now owning the political class and the courts, with the political process completely contaminated by money. Corporations are people.

In a recent letter from Bernie: *"Today, in the United States, the two wealthiest people own more wealth than the bottom 42 percent of our population – more than 130 million Americans. And the top one percent now owns more wealth than the bottom 92 percent. During the last 50 years there has been a massive transfer of wealth in our country, but it's going in the wrong direction. The middle class is shrinking while the people on top are doing better than ever."*

This reality didn't just magically or randomly materialize here in our fair valley and country, and lying about everything doesn't change that reality either locally or nationally. Corruption inherently has winners at the expense of the losers. That's the objective of both institutionalized corruption and fascism, now mixed together in a toxic American cocktail. Drink up!

The shift is on!

William F. Hughes
Hailey



City of Ketchum

Week of the Young Child Proclamation

- Whereas,** the Idaho Association for the Education of Young Children (Idaho AEYC) is celebrating the Week of the Young Child; and
- Whereas,** they work to promote and inspire high quality early childhood experiences for our state's youngest citizens, that can provide a foundation of learning and success for children in Ketchum, Idaho; and
- Whereas,** teachers and others who work with or on behalf of young children, birth through age eight, who make a difference in the lives of young children in Ketchum deserve thanks and recognition; and
- Whereas,** public policies that support early learning for all young children are crucial to their futures and to the prosperity of our society.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim April 2-8, 2022 as the Week of the Young Child in Ketchum, and encourage all citizens to work to support and invest in early childhood in Ketchum.



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, March 21, 2022

CALL TO ORDER:

Mayor, Bradshaw called the meeting of Ketchum City Council to order at 4:00 p.m. *(video 00:02:10).*

Roll Call:

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

Also Present:

Jade Riley - City Administrator
Tara Fenwick - City Clerk & Administrative Business Manager
Sheri Newland - City Engineer
Mateo Franzoia - Jacob's Engineering

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

- Mayor, Neil Bradshaw read a Fair Housing proclamation.

CONSENT AGENDA: *(00:05:30 in video)*

- Mayor, Neil Bradshaw commented on agenda item #12 and invited Blaine County Housing Chair, Sarah Michael to make comment.

Motion to approve consent agenda. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Michael David. All in Favor.

PUBLIC HEARING: *(00:09:00 in video)*

Recommendation to conduct a public hearing and conduct third reading of Ordinance #1233 – Extension of Franchise Agreement with Idaho Power Company.

Mayor, Neil Bradshaw, asked for public comment.

Public Comment:

None.

Mayor, Neil Bradshaw, closed public comment.

Motion to conduct the third reading of Ordinance #1233. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Jim Slanetz. All in favor.

City Clerk, Tara Fenwick, read the title of Ordinance #1233.

NEW BUSINESS: *(00:10:45 in video)*

City Administrator, Jade Riley provided the Council an update on the Sun Valley Road Rehabilitation and Pedestrian Improvement Project.

Councilors shared feedback with staff.

Motion to accept the initial bid for the Ketchum portion of the Sun Valley Road rehabilitation project. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Amada Breen. All in favor.

ADJOURNMENT:

Motion to adjourn at 4:50 p.m. Motion made by Councilor, Amanda Breen, seconded by Councilor, Jim Slanetz. All in Favor.

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"
 Invoice Detail.Voided = No, Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
LEGISLATIVE & EXECUTIVE			
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
JAQUET, WENDY	03282022	WOOD RIVER VALLEY CITY/TOUR: MCCALL, ID 4/13 - 4/15	125.00
Total LEGISLATIVE & EXECUTIVE:			125.00
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ALSCO - AMERICAN LINEN DIVI	0141503100	MATS-Various Sizes	61.50
CHATEAU DRUG CENTER	2524920	FINE PT MARKERS	6.64
COPY & PRINT, L.L.C.	121655	NAME PLATE	13.25
COPY & PRINT, L.L.C.	121669	TAPE	64.28
COPY & PRINT, L.L.C.	121750	RULER, FOLDERS	28.78
US BANK	9749 032522	ANCONA WIRELESS KEYBOARD MOUSE	8.49
US BANK	9749 032522	LOGITECH WIRELESS KEYBOARD MOUSE	39.99
CINTAS FIRST AID & SAFETY	5100114359	First Aid Supplies	371.25
01-4150-4200 PROFESSIONAL SERVICES			
SENTINEL FIRE & SECURITY, IN	74768	1494 - 500 E Ave N	87.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
HAILEY & WOOD RIVER CHAMB	10315	Membership Dues-Past Due	250.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 03	2087264135 862B 031322	946.51
CENTURY LINK	2087265574 03	2087265574240B 031322	56.98
CENTURY LINK	281523065	281523065 032922	2.08-
COX BUSINESS	0012401050589	050589901 0230622	173.39
01-4150-5110 COMPUTER NETWORK			
INTEGRATED TECHNOLOGIES	187063	PRINTER CONTRACT 2/17/22-3/16/22	566.76
DELL FINANCIAL SERVICES	81229205	001-9009257-001 031722	1,465.97
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001517356	4th St & East Ave	124.50
IDAHO POWER	2203990334 03	0030592816 031122	17.42
IDAHO POWER	2203990334 03	0030211922 031122	28.77
IDAHO POWER	2206570869 03	0030607178 031122	20.42
Total ADMINISTRATIVE SERVICES:			4,329.82
NON-DEPARTMENTAL			
01-4193-4200 PROFESSIONAL SERVICE			
DIXON RESOURCES UNLIMITED	3127	PARKING SUPPORT SERVICES- FEBRUARY 2022	2,915.00
Total NON-DEPARTMENTAL:			2,915.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
FACILITY MAINTENANCE			
01-4194-5910 REPAIR & MAINT-491 SV ROAD			
CENTURY LINK	2087250932 03	2087250932035B 030422	55.53
SENTINEL FIRE & SECURITY, IN	75130	5088 - 491 Sun Valley Rd	78.00
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2203-897393	2*6-8 SEL STRUC FIR/LR/ S-DRY	33.73
A.C. HOUSTON LUMBER CO.	2203-898141	2*6-16' PT H/F 2&BTR ABV GRD	40.37
A.C. HOUSTON LUMBER CO.	2203-900033	MAG BIT HOLDER/QUICKCHANGE	17.28
A.C. HOUSTON LUMBER CO.	2203-900198	DELTA SPRAY WAND	44.99
A.C. HOUSTON LUMBER CO.	2203-900431	STRAP WRENCH	9.99
A.C. HOUSTON LUMBER CO.	2203-900544	TRASH CAN	17.99
A.C. HOUSTON LUMBER CO.	2203-901545	HOUSEHOLD CORN BROOM	11.49
CHATEAU DRUG CENTER	2522919	CORN WHISK BROOM	13.28
CHATEAU DRUG CENTER	2523374	AMB Bulb	9.49
PIPECO, INC.	S4472830.001	CAUTION TAPE	15.24
WILBUR-ELLIS COMPANY LLC	14859895	PERF LONG DRIVE	1,267.92
WOOD RIVER LOCK SHOP, LLC	18607	Keys	7.00
RIGHT BRAIN UNLIMITED LLC	03162022	NATURE DOG DISPENSER KIT	757.00
RIGHT BRAIN UNLIMITED LLC	03162022	Doggie Bags	2,400.00
Total FACILITY MAINTENANCE:			4,779.30
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
CHATEAU DRUG CENTER	2527650	GLUE	17.08
01-4210-3200 OPERATING SUPPLIES			
CASH	033022	Reimburse Petty Cash-Sun Valley Car Wash	10.00
01-4210-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087267848 10	2087267848105B 031322	55.73
AT&T MOBILITY LLC	287310798935	Firstnet/AT&T Monthly Bill	238.08
Total POLICE:			320.89
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLIES FIRE			
ATKINSONS' MARKET	08435861	Coffee	27.54
COPY & PRINT, L.L.C.	2262	Pens, Post its	12.44
DAVIS EMBROIDERY INC.	39699	Keller Gibson Uniforms	200.38
FIRE SERVICES OF IDAHO	12113452	Annual Service of Fire Ext.	76.50
UPS STORE #2444	MMN7FR5SH	Shipping	11.22
US BANK	4977 032522	Refund for Rescue Equipment	249.10
US BANK	4977 032522	GoToMeeting	9.50
US BANK	9939 032522	Backcountry Rescue Equipment	59.33
US BANK	9939 032522	Fog Nozzle for firefighting	24.90
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	08435861	Coffee	27.54
CHATEAU DRUG CENTER	2523778	Picture Hanger	1.89
COPY & PRINT, L.L.C.	2262	Pens, Post Its	12.44
FIRE SERVICES OF IDAHO	12113452	Annual Service of Fire Ext.	76.50
NORTH AMERICAN RESCUE LLC	IN592919	Airway Supraglottic	363.45
LINDE GAS & EQUIPMENT INC.	69565773	Cylinder Rental	58.10

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	4977 032522	GoToMeeting	9.50
US BANK	4977 032522	Items for CPR	151.00
HENRY SCHEIN	17524448	Medical Supplies	80.00
HENRY SCHEIN	17930610	Medical Supplies	223.25
HENRY SCHEIN	18082890	Drugs	128.32
HENRY SCHEIN	18114634	Drugs	118.41
HENRY SCHEIN	18114634	Medical Supplies	217.94
01-4230-4200 PROFESSIONAL SERVICES FIRE			
US BANK	4977 032522	NFPA Membership	99.99
01-4230-4900 TRAINING/TRAVEL/MTG FIRE			
US BANK	4977 032522	Firefighting Publications for Training	556.57
01-4230-4910 TRAINING EMS			
IDAHO DEPT. OF HEALTH & WEL	5154	ALS License Renewal - Fabrizio Lizano	25.00
IDAHO DEPT. OF HEALTH & WEL	5203	ALS License Renewal - Lara McLean	25.00
IDAHO DEPT. OF HEALTH & WEL	5204	ALS License Renewal - Glenn Martin	25.00
US BANK	4977 032522	ALS License Renewals - Glenn Martin, Lara McLean	64.00
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	0001509684	1848 219 Lewis Street (Training Ctr)	57.46
COX BUSINESS	047339201 012	047339201 012922	208.14
COX BUSINESS	047339201 022	047339201 022822	234.43
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
BLAINE COUNTY EMERGENCY	KFDPSS22	Dispatch Services	3,737.08
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
BLAINE COUNTY EMERGENCY	KFDPSS22	Dispatch Services	3,737.07
01-4230-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001509831	107 Saddle Rd - 2313	276.62
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	2203-901752	Fasteners for Rescue 1	4.32
TERRITORIAL SUPPLIES INC.	14738	Parts for Rescue 1	130.85
Total FIRE & RESCUE:			10,822.58
STREET			
01-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2203-900330	PAINTER SUPPLIES	26.97
CHATEAU DRUG CENTER	2526289	FLASH DRIVE, BATTERIES	71.57
D & B SUPPLY INC.	841518	WORK BOOTS: BRIAN CHRISTIANSEN	114.99
FASTENAL COMPANY	IDJER102097	ER70S-6 F.045	187.26
NAPA AUTO PARTS	095944	SHOP TOWELS	27.98
NAPA AUTO PARTS	096292	SOAPSTONE HOLDER	6.29
PLATT ELECTRIC SUPPLY	2P43137	LAMP EXTENDER	4.07
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	989501	37269 032822	2,020.29
01-4310-5200 UTILITIES			
IDAHO POWER	22048829100 0	0030340838 031422	273.19
IDAHO POWER	22048829100 0	00030340877 031422	32.49
IDAHO POWER	22048829100 0	0030340821 031422	10.34

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	22048829100 0	0030340904 031422	209.32
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	2203-899338	FASTENERS	4.32
KENWORTH SALES COMPANY	JERIN5052382	SILL-DOOR PANE	461.98
KENWORTH SALES COMPANY	JERIN5061066	COMP-ROTOLOCK	270.76
KENWORTH SALES COMPANY	JERIN5061066	RECEIVER/DRYER	35.71
KENWORTH SALES COMPANY	JERIN5061066	CLUTCH-AC	96.26
METROQUIP, INC.	P14432	ROD ENDS	53.01
NAPA AUTO PARTS	096133	HOSE END FITTING	50.18
NAPA AUTO PARTS	096548	V-BELTS, FLEETRANNER BELT	147.86
NAPA AUTO PARTS	096551	FITTINGS	34.37
NAPA AUTO PARTS	096554	RETROFIT KIT	25.72
NAPA AUTO PARTS	096804	VALVE COVER KIT	153.10
RHOMAR INDUSTRIES	101226	ENCAPSULANT	760.61
JACKSON GROUP PETERBILT	267513	SHIFT HANDLE	556.08
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1973765	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1975602	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
NORCO	34530473	53271 032922	236.20
SENTINEL FIRE & SECURITY, IN	74769	1495 - 260 10th St. E	87.00
SENTINEL FIRE & SECURITY, IN	74884	2656- 200 E 10th St	87.00
TREASURE VALLEY COFFEE INC	2160:08129665	COFFEE, COCOA, TEA	86.69
01-4310-6930 STREET LIGHTING			
IDAHO POWER	22048829100 0	0030340880 31422	501.40
IDAHO POWER	22048829100 0	0030340927 031422	115.86
IDAHO POWER	22048829100 0	0030340853 031422	56.38
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	2203-900162	SPIKE	3.80
FASTENAL COMPANY	IDJER102001	5/8 HX NUT GLAV	24.20
FASTENAL COMPANY	IDJER102001	TIMERBOLD	136.93
FASTENAL COMPANY	IDJER102056	TIMERBOLT(S)	205.39
FASTENAL COMPANY	IDJER102158	1-8 HX NUT GALV	11.57
Total STREET:			7,264.88
RECREATION			
01-4510-3100 OFFICE SUPPLIES & POSTAGE			
COSTCO WHOLESALE	0001118445692	Costco Membership - John Kearney	60.00
01-4510-3200 OPERATING SUPPLIES			
SYSCO	240015756	Trash Bags	57.80
01-4510-3250 RECREATION SUPPLIES			
CASH	033022	Reimburse Petty Cash-School Adventures- John	120.00
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	08434951 0314	FRUIT AND GRND BEEF	45.30
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
OHIO GULCH TRANSFER STATIO	210479 031622	Asphalt DIRT Lumber 031422	1.20

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total RECREATION:			284.30
Total GENERAL FUND:			30,841.77
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7100 SUN VALLEY RD MILL & OVERLAY			
COPY CENTER LLC	2109	Door Hangers, Posters	473.70
03-4193-7200 TECHNOLOGY UPGRADES			
US BANK	1556 032522	UBIQUITI WIFI ACCESS POINT	321.84
US BANK	1556 032522	LOGITECH CONFERENCE CAMERA	1,907.98
Total GENERAL CIP EXPENDITURES:			2,703.52
FIRE & RESCUE CIP EXPENDITURES			
03-4230-7125 RESCUE (CITY PROVIDED)			
US BANK	9939 032522	Rescue PPE's	1,636.00
03-4230-7130 PPE (TURNOUT GEAR)			
MUNICIPAL EMERGENCY SERIC	IN1689959	PAC Style Hoods (PPE)	1,735.88
Total FIRE & RESCUE CIP EXPENDITURES:			3,371.88
Total GENERAL CAPITAL IMPROVEMENT FD:			6,075.40
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6070 SVED			
SUN VALLEY ECONOMIC DEVEL	1332	Q1 2022	2,250.00
Total ORIGINAL LOT TAX:			2,250.00
Total ORIGINAL LOT FUND:			2,250.00
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-7450 EQUIPMENT			
US BANK	9939 032522	Shark - Cordless Pet Plus	249.99
US BANK	9939 032522	Shark Navigator Lift Away Vacuum	169.99
42-4800-7800 CONSTRUCTION			
LUTZ RENTALS	128779-1	Scissor Lift Rental	90.72
Total FIRE FUND EXP/TRNFRS:			510.70
Total FIRE CONSTRUCTION FUND:			510.70
STRATEGIC INITIATIVE FUND			
STRATEGIC INITIATIVE EXPENSE			
54-4410-4200 PROFESSIONAL SERVICES			
CONNELLY, CARISSA	5	COMMUNITY HOUSING CONSULTING	11,162.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
AGNEW BECK CONSULTING INC	10268	Housing Action Plan & Assessment	19,872.13
Total STRATEGIC INITIATIVE EXPENSE:			31,034.63
Total STRATEGIC INITIATIVE FUND:			31,034.63
WATER FUND			
WATER EXPENDITURES			
63-4340-3200 OPERATING SUPPLIES			
GRAINGER, INC., W.W.	9251807971	SWEATBAND, HARDHAT	62.84
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	23751	Drinking Water Bacteria	108.00
63-4340-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2203-902558	WET/DRY VAC	132.99
63-4340-3600 COMPUTER SOFTWARE			
US BANK	0942 032522	AUTODESK-AUTOCAD SUB	220.00
63-4340-4200 PROFESSIONAL SERVICES			
BANYAN TECHNOLOGY INC.	20899	CONSULTING-TROUBLE SHOOT	115.00
FIRE SERVICES OF IDAHO	12068887	Annual Service of Fire Ext.	145.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
OXFORD SUITES BOISE	BSE-10134	Room Charge- Steve Daigh	147.00
DAIGH, STEVE	03182022	REIMBURSEMENT: WATER CLASS/CEU	198.42
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	2087250715 195B 032722	123.67
CENTURY LINK	2087255045 03	2087255045 030422	119.36
CENTURY LINK	2087255045 03	2087255045 031022	75.70
VERIZON WIRELESS	9901777888	365516521 031322	123.23
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 03	2202458903 033022	794.21
IDAHO POWER	2206786259 03	2206786259 032222	46.51
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
RIVER RUN AUTO PARTS	6538-176264	OIL SUPPLIES	37.90
RIVER RUN AUTO PARTS	6538176468	BATTERY/TERMINAL	331.86
Total WATER EXPENDITURES:			2,781.69
Total WATER FUND:			2,781.69
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, LLC	0814338	NEW WATER METERS AND METER VAULTS	7,558.10
FERGUSON ENTERPRISES, LLC	0814347	NEW WATER METERS AND METER VAULTS	8,393.75
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, LLC	0814353	WATER METER SUPPLIES	684.21

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER CIP EXPENDITURES:			16,636.06
Total WATER CAPITAL IMPROVEMENT FUND:			16,636.06
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2523614	DIST WATER	5.67
D & B SUPPLY INC.	44773	WORK PANTS: BRANDON LYNCH	119.97
UPS STORE #2444	MM7FR56MU	MM7FR56MUZMO	16.40
UPS STORE #2444	MMN7FR5773	Shipping-Water Samples	14.58
UPS STORE #2444	MMN7FR5Y7	Shipping-Water Samples	15.99
US BANK	0942 032522	SUMMIT REPLACEMENT FILTER	219.98
US BANK	0942 032522	RePLACEMENT DESICCANT CARTRIDGE	95.07-
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	6138820	37270 032322	111.90
65-4350-3800 CHEMICALS			
NORTH CENTRAL LABORATORI	468308	Chemicals/supplies	765.86
THATCHER COMPANY, INC.	2022100109697	Aluminum Sulfate	6,194.80
65-4350-4200 PROFESSIONAL SERVICES			
FIRE SERVICES OF IDAHO	12073678	ANNUAL SERVICE OF FIRE EXT., HYDRO TEST	512.00
MOUNTAIN FIRE SPRINKLER	2916	Service/Inspection	915.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953031	2087268953 402B 031322	59.68
VERIZON WIRELESS	9901632885	9901632885 031022	66.14
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 03	0030023747 031122	14,826.86
IDAHO POWER	2202703357032	2202703357 032122	101.19
IDAHO POWER	2206786259 03	2206786259 032222	46.51
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	097232	SPLASH G	36.68
RIVER RUN AUTO PARTS	6538176320	HEADLIGHT-SLVRSTR ULT	48.99
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
FIRE SERVICES OF IDAHO	12136751	Annual Service of Fire Ext.	127.00
NAPA AUTO PARTS	097172	OIL FILTER, CABLE TIE	13.79
PACIFIC STEEL & RECYCLING	7958709	Parts & Supplies	173.33
US BANK	0942 032522	PANASONIC BATTERY	19.23
US BANK	0942 032522	TRIANGULAR 3 BOLT PAIR	9.15
US BANK	0942 032522	LITHONIA EMERGENCY LIGHT BATTERY	16.99
USA BLUEBOOK	914554	SENSOR CAP(S)	1,066.28
USA BLUEBOOK	921031	FLANGE/ADAPTOR	229.43
USA BLUEBOOK	921089	FIANGE PACK	65.58
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
PIPECO, INC.	S4476403.001	PVC NIPPLES, ADAPTERS, ADAPTERS	51.25
RIVER RUN AUTO PARTS	6538176320	4IN1 SCREWDRIVER	3.95
US BANK	0942 032522	CAM AND GROOVE FITTING, ADAPTER	23.69
US BANK	0942 032522	CLEAR PVC SCHEDULE 40 PIPE	35.20
US BANK	0942 032522	AUTODESK-AUTOCAD SUB	220.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
USA BLUEBOOK	912398 031622	Lansas Flow-Thru	690.13
VERIZON WIRELESS	9901632885	9901632885 031022	41.61
Total WASTEWATER EXPENDITURES:			26,769.74
Total WASTEWATER FUND:			26,769.74
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7811 CAPITAL FACILITY PLAN			
HDR ENGINEERING, INC.	1200417228	20576 - Wastewater Facility Planning Study	10,137.25
Total WASTEWATER CIP EXPENDITURES:			10,137.25
Total WASTEWATER CAPITAL IMPROVE FND:			10,137.25
ESSENTIAL SERVICES FAC. TRUST			
ESF TRUST EXPENDITURES			
95-4193-7201 FUTURE ESF CITY HALL			
CORE CONSTRUCTION SERVICES	21-01-002 APP	21-01-002 APP 6 V2	58,242.58
Total ESF TRUST EXPENDITURES:			58,242.58
Total ESSENTIAL SERVICES FAC. TRUST:			58,242.58
Grand Totals:			185,279.82

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes



City of Ketchum

March 28, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage License

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of April 4, 2022 – August 31, 2022. The Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

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

Analysis

At this time, the following business has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor license. This business already has a license issued by the City for beer & wine to be consumed on and off premises. They are requesting to add liquor by the drink to their current license.

Financial Impact

- The City of Ketchum will realize revenue of \$68.64 from approval of this license in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Total Amount of Fees Paid</u>
Kith & Kin LLC					X	\$ 68.64

Sincerely,

Shellie Rubel
Treasurer

Attachments: Alcohol application



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Kith & Kin LLC		Doing Business As: The Covey
Physical Address where license will be displayed: 520 Washington Ave Ketchum, Id 83340		
Mailing Address: Po Box 900 Ketchum, Idaho 83340		
Recorded Owner of Property: 520 Washington LLC		
Applicant Phone Number: 208-726-3663		Applicant Email: info@thecovey.com
STATE LICENSE NO: 3880 (copy required)	COUNTY LICENSE NO: 134 (copy required)	
Corporation: <input type="checkbox"/> Partnership: <input checked="" type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: Jesse Sheue - po box 900 Ketchum, Idaho 83340 Jane Sheue - po box 900 Ketchum, Idaho 83340 _____ _____	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00 68.64
Total Fees Due		\$ 68.64
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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



member

Applicant Signature

Relation to Business

03/25/2022

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY

Date Received: 3/28/22

License Fee Paid

License No: 2218A

To the City Council, Ketchum, Idaho;

The undersigned, a Corporation ☐ Partnership ☒ Individual ☐, does hereby make application for a license to sell during the year of ~~September 1,~~ April 4, 2022 - August 31, 2022

Approved by City of Ketchum Idaho by;

Mayor

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 132277
ISLD ID: 8983

Premises Number: 5B-68
Incorporated City

License Year: 2022
License Number: 3880

This is to certify, that Kith & Kin LLC
doing business as: The Covey

is licensed to sell alcoholic beverages as stated below at:
520 Washington Ave, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	Yes	<u>\$250.00</u>
Beer	Yes	<u>\$20.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Kegs to go	No	
Growlers	Yes	<u>\$0.00</u>
Restaurant	Yes	<u>\$0.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: \$270.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

KITH & KIN LLC
THE COVEY
PO BOX 900

KETCHUM, ID 83340

Mailing Address

License Valid: 03/01/2022 - 07/31/2022

Expires: 07/31/2022



Director of Idaho State Police

2022

BLAINE COUNTY
STATE OF IDAHO

No. 134

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT KITH & KIN LLC
doing business as THE COVEY
at 520 WASHINGTON AVE, KETCHUM, ID 83340
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Draft and Bottled or Canned Beer	100.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor- 134	62.50
Retail Wine	0.00
Wine by the Drink	0.00
Special Wine (Sunday)	0.00

TOTAL FEE 162.50


Signature of Licensee or Officer of Corporation

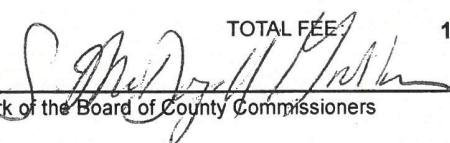
This license is TRANSFERABLE. VALID as of 08/01/2021 and EXPIRES 07/31/2022.

Witness my hand and seal this 22nd day of March, 2022.


Chairman


Commissioner


Commissioner


Clerk of the Board of County Commissioners





City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho 83340

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order #22077 for Audio Equipment

Recommendation and Summary

Staff is recommending City Council approve Purchase Order #22077 with Performance Audio LLC to purchase audio equipment for Ketch'em Alive.

"I move to approve Purchase Order #22077 for \$28,558.18 with Performance Audio LLC."

Introduction and History

The city requested bids for the purchase of audio equipment to be used at the city's event, Ketch'em Alive. The attached bid includes all equipment necessary for the event. Staff received a second bid that did not include all items and at least one vendor declined to bid.

Last year, the city paid \$8,800 to rent sound equipment for Ketch'em Alive. In 2019, the city paid \$7,200. With costs increasing year over year, staff recommends the city purchase its own sound system for this event.

Financial Impact

Due to Local Option Tax funds performing better than budgeted, payment for this purchase will come from the LOT fund balance.

Attachments

- Purchase Order #22077
- Performance Audio Quote W414774



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

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22077

To: 4997 PERFORMANCE AUDIO LLC 2456 SOUTH WEST TEMPLE SALT LAKE CITY UT 84115	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/31/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	AUDIO SYSTEM EQUIPMENT 22-2710-0000	28,558.18	28,558.18
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		28,558.18

Authorized Signature



(801) 466-3196
www.performanceaudio.com



(801) 485-5012
www.gtsmarketplace.com

2456 South West Temple, Salt Lake City, UT 84115
Fax (801) 484-1538
Toll-Free Nationwide (800) 771-8330

QUOTE

W414774



Invoice Date: 03/17/2022 15:32

Customer ID: C120358

Ship Via: Ground

BILL TO

CITY OF KETCHUM

JIM SLANETZ
PO BOX 2315
480 EAST AVE. N.
KETCHUM, ID 83340

SHIP TO

CITY OF KETCHUM

JIM SLANETZ
PO BOX 2315
480 EAST AVE. N.
KETCHUM, ID 83340

BILL TO: (208) 720-9491

SHIP TO: (208) 720-9491

#	SKU	QTY	UNIT	PRICE	EXT	TAX
1	KM 2136701455 DISTANCE ROD	2		129.99	259.98	N
2	AH QU24C 24 CHANNEL DIGITAL, 24 MIC/LINE + 3 STEREO, 100MM MOTORIZED	1		2799.99	2799.99	N
3	TPLINK AC1750 SMART WIFI ROUTER DUAL BAND GIGABIT WIRELESS INTERNET ROUTER	1		74.99	74.99	N
4	HOS HMX006Y PRO STEREO BREAKOUT, REAN 3.5MM TRS TO DUAL XLR3M, 6 FT	1		21.70	21.70	N
5	HOS HMR006Y PRO STEREO BREAKOUT, REAN 3.5MM TRS TO DUAL RCA, 6 FT	1		18.85	18.85	N
6	KM 2590050055 MICROPHONE STAND	4		97.99	391.96	N
7	ATL MS10CE ALL-PURPOSE MIC STAND EBONY	2		54.99	109.98	N
8	ADX DP7 DRUM KIT, PKG OF 7, 1-I5 2-D2,1-D4,1-D6,	1		999.00	999.00	N
9	ADX ADX51 MIC, COND, ELECTRET CARD, BASSROLLOFF	2		249.00	498.00	N
10	SEN E609SILVER INSTRUMENT MICROPHONE (SUPERCARDIOID, DYNAMIC) FOR GUITAR AM	3		99.95	299.85	N
11	SHU SM57LC CARDIOID DYNAMIC	3		99.00	297.00	N
12	SHU SM58LC CARDIOID DYNAMIC	6		99.00	594.00	N
13	WW IM2 DIRECT BOX - IMP2, WHIRLWIND TRHL TRANSFORMER	4		64.00	256.00	N
14	PA GS620RED 20' INSTRUMENT CABLE, S-S, RED WITH CORD-LOX	2		35.48	70.96	N
15	PA GS620GRN	1		35.48	35.48	N

#	SKU	QTY	UNIT	PRICE	EXT	TAX
	20' INSTRUMENT CABLE, S-S, GREEN WITH CORD-LOX					
16	CBI DROP12120025 12CH DROP SNAKE 25FT	1		240.38	240.38	N
17	CBI DROP8080025 8CH. DROP SNAKE 25FT	1		198.00	198.00	N
18	EV EKX15PUS EKX-15P POWERED 15" 2-WAY SPEAKER	1		899.00	899.00	N
19	EV EKX12PUS EKX-12P POWERED 12" 2-WAY SPEAKER	10		799.00	7990.00	N
20	EV EKX18SPUS EKX-18SP POWERED 18" SUBWOOFER	4		1199.00	4796.00	N
21	GAT GTOURQU24 ATA WOOD FLIGHT CASE FOR ALLEN& HEATH QU24 MIXING CONSOLE W	1		749.99	749.99	N
22	HOS HMP006Y PRO STEREO BREAKOUT, REAN 3.5MM TRS TO DUAL 1/4 IN TS, 6 FT	1		16.55	16.55	N
23	KM 2109050055 MICROPHONE STAND	8		101.99	815.92	N
24	EV EKX15CVR PADDED COVER FOR EKX-15 AND 15P, EV LOGO	1		59.00	59.00	N
25	EV EKX12CVR PADDED COVER FOR EKX-12 AND 12P, EV LOGO	10		49.00	490.00	N
26	EV EKX18SCVR PADDED COVER FOR EKX-18S AND 18SP, EV LOGO	4		69.00	276.00	N
27	ULT TS80B ORIGINAL SPEAKER STAND - BLACK	2		129.99	259.98	N
28	HOR NM16 6 FT LO-Z MIC XLRF/XLRM	10		15.60	156.00	N
29	HOR NM110 10 FT LO-Z MIC XLRF/XLRM	12		17.07	204.84	N
30	HOR NM125 25 FT LO-Z MIC XLRF/XLRM	20		19.70	394.00	N
31	HOR NM150 50 FT LO-Z MIC XLRF/XLRM	4		27.10	108.40	N
32	HOR NM1100 100FT LO-Z MIC XLRF/XLRM	3		49.85	149.55	N
33	FUR SS6B 15A AC SURGE STRIP 6 OUTLET 2X3 BLOCK, METAL CHASSIS, 15 FT	4		51.42	205.68	N
34	MSI D16528025 BLACK 25 FT 14/3 POWER CORD	4		19.99	79.96	N
35	MSI D16528050 BLACK 50 FT 14/3 POWER CORD	4		38.99	155.96	N
36	MSI D16528100 BLACK 100 FT 14/3 POWER CORD	4		79.99	319.96	N
37	HOS PDX430 POWER DISTRIBUTION CORD, 6 X NEMA 5-15R TO NEMA 5-15P, 30 FT	1		108.29	108.29	N

#	SKU	QTY	UNIT	PRICE	EXT	TAX
38	HOS PDX250 POWER DISTRIBUTION CORD, 6 X NEMA 5-15R TO NEMA 5-15P, 50 FT	1	.	189.18	189.18	N
39	MSI D18511000YW POWER DISTRIBUTION BOX	1		649.99	649.99	N
40	QUOTE 100' Temporary Power Cord 6/3-8/1 STW 50A	1	.	770.00	770.00	N
41	QUOTE 50' Temporary Power Cord 6/3-8/1 STW 50A	1	.	426.63	426.63	N
42	PF CROSS3O CROSS 3 BLACK BASE, ORANGE LID	5		185.84	929.20	N
43	KM 2410500055 MOUNTING FORK	2		95.99	191.98	N

NUMBER OF ITEMS: 155.00

SUBTOTAL:

28,558.18

DLARSON@PERFORMANCEAUDIO.COM

SALESPERSON: DAVID

FREIGHT

TAX

0.00

DEPOSIT

0.00

TOTAL

28,558.18

****ALL RETURNS MUST BE MADE WITHIN 14 DAYS****

I hereby agree that interest of 1.5% compounded monthly will apply to all unpaid balances over 30 days. I also agree to pay all attorney fees/collection costs incurred by collecting any past due amounts.



April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Chip Seal Oil Purchase and Distributor Service Purchase Order #22069

Recommendation and Summary

Staff respectfully recommends the City Council approve award of a purchase order to Idaho Asphalt for chip seal oil, including freight and distribution services, at a rate of \$601.90 per ton and Agreement # 22069 using the following motion:

"I move to approve Purchase Order #22069 in the amount of \$601.90 per ton and authorize the Mayor to sign the Purchase Order."

Introduction and History

The acquisition of chip seal oil supports the City's upcoming summer street's maintenance program (Chip Sealing). The oil contract consists of providing oil, freight and distributing the chip seal oil on the road surface. The selected vendor will work with City staff through the program. City staff hauls, rolls, and sweeps the chips while also providing traffic control, clean up, and project coordination.

Chip Seal dates for this year are anticipated to be June 11th through June 14th. The City anticipates chip sealing the following streets: see attachment A

Analysis

Pursuant to Section 67-2803(1) of the Idaho Statutes allows cities to "piggyback" on bids provided to other political subdivisions of the state. The proposed purchase order price is the same as a bid awarded to Idaho Asphalt by Power County, Idaho, on February 22, 2022. Idaho Asphalt will honor the 2022 bid, to help us save on the per ton price.

Financial Impact

The City expects to use approximately 135 tons of oil this year, resulting in an anticipated total expenditure of approximately \$81,257.00. This program, including chip seal oil, is part of the Streets Department's maintenance and improvements line item and is included in the budget.

Brian Christiansen
Director of Streets and Facilities

Attachments

- Attachment A: Chip Seal Schedule 2022
- Attachment B: Map of 2022 chip seal work
- Attachment C: Idaho Asphalt purchase order
- Attachment D: Agreement # 22069 (4 pages)

PO #22069



The Ketchum Streets Department will be chip sealing city streets in August as weather permits. Chip sealing is a very important part of our street maintenance program and one of the most cost effective ways to help maintain the integrity of our streets and help minimize potholes. Without chip sealing, the streets would quickly deteriorate to the point of reconstruction. If you live or have a business on one of the streets scheduled to be treated, please turn off your sprinklers the day your street is scheduled. Wet roads cause the process to be ineffective. Traffic delays will be kept to a minimum.

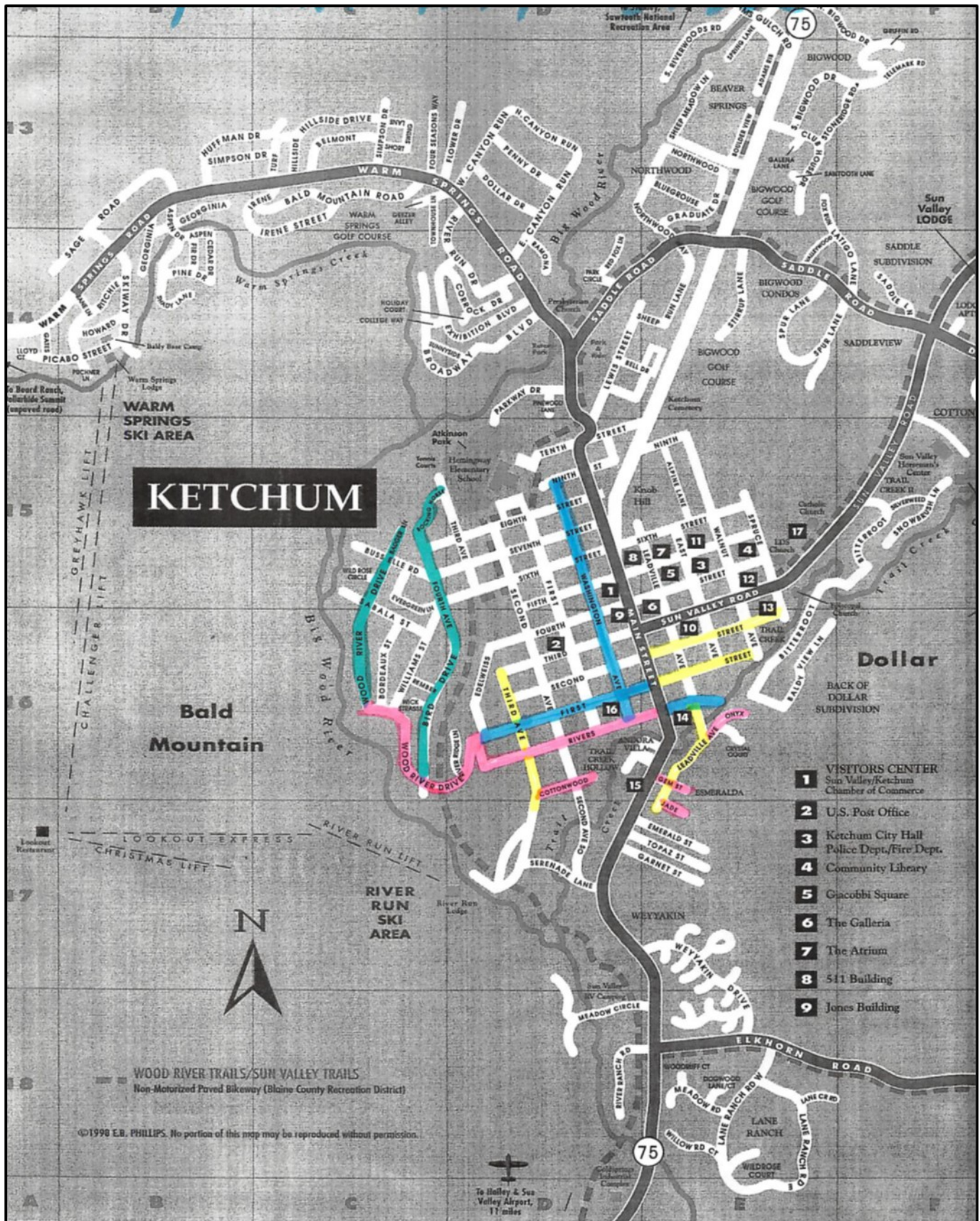
PLEASE REMOVE AUTOMOBILES AND OTHER EQUIPMENT PARKED ON THE STREET OR RIGHT OF WAY PRIOR TO ITS SCHEDULED CHIP SEAL DATE. VEHICLES THAT ARE NOT REMOVED WILL BE TOWED.

Proposed Chip Seal Schedule 2022			
1 st St – Alley - Main	6	Saturday	June 11 th
2 nd St – Spruce – Main	10	Saturday	June 11 th
Leadville – River to South end	6	Saturday	June 11 th
3 rd Ave	9	Saturday	June 11 th
River – East side	4.2	Sunday	June 12 th
1 st St – Main to 3 rd	10	Sunday	June 12 th
Washington	20	Sunday	June 12 th
Onyx	4	Monday	June 13 th
Gem	1.5	Monday	June 13 th
Jade	0.5	Monday	June 13 th
River – Main to West end	12	Monday	June 13 th
Cottonwood	1.6	Monday	June 13 th
Wood River Dr.	25	Mon & Tues	June 13 th & 14 th
Bird – 4 th Ave – Rocking Horse	23	Tuesday	June 14 th
	132.8		

ATT: A
PO #22069



Chip Seal Map 2022





CITY OF KETCHUM
PO BOX 2315 * 191 5th ST. W * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

PURCHASE ORDER NUMBER: 22069

BUDGETED ITEM? ☒ Yes ☐ No

To: 2431 IDAHO ASPHALT PO BOX 50538 IDAHO FALLS, ID 83405	Ship To: CITY OF KETCHUM PO BOX 2315 KETCHUM, ID 83340
--	--

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/09/2022	kchoma	kchoma	Streets	0	

Quantity	Description	Unit Price
1.00	CHIP SEAL OIL AND DISTRIBUTOR SERV 01-4310-6950 4310040 CRS-2R \$517.00 per ton Spread \$56 per ton Delivery \$ \$28.90 per ton	\$601.90
	CRS-2R Chip Seal Oil 135 tons	
	TOTAL PO AMOUNT	\$81,257.00

Authorized Signature, Mayor

Brian Christiansen, Director of Streets & Facilities



IDAHO ASPHALT SUPPLY, INC.

ASPHALTS * ROAD OILS
P.O. Box 50538 Idaho Falls, Idaho 83405-0538
Phone: (208) 524-5871 Fax: (208) 524-1923



February 22, 2022

COMMISSIONERS OF THE POWER COUNTY HIGHWAY DISTRICT
3090 Lamb Weston Road
American Falls, ID 83211

RE: Attachment to the "Purchasing, Transporting & Spreading of Asphalt 2022" bid offering.

- All quotes will remain firm for the 2022 Road Oil season.
- All quotes are based on 30-ton minimum loads.
- Unloading time: 3 hours free, \$125.00/hour thereafter.
- Overnight holdover: \$400.00 per night.
- Returned oil will be billed at full freight to the job-site and ½ freight rate for returned product.
- Restocking charge for returned product: \$250.00.
- Credit not given for anti-strip, altered or diluted products.
- Large distributor spreading charge: \$56.00/ton or \$250.00/hour whichever is greater. \$1,700.00 Minimum Charge.
- Small distributor spreading charge: \$250.00/hour portal to portal. \$1,700.00 Minimum Charge.
- Truck hold fee for each truck placed on hold at the plant by the customer in excess of two hours, \$100.00 per hour.
- Fuel surcharges will be assessed once the "e.i.a. Weekly Retail On-Highway Diesel Price" meets and exceeds \$2.65/gal. A schedule is attached.
- The Power County Highway District will receive two invoices. One from Idaho Asphalt Supply, Inc. for the asphalt products (emulsions and cutbacks), the other from Johnny B. Transport for freight and distributor services.
- Idaho Asphalt Supply, Inc. reserves the right to "piggyback" at its sole discretion, based on asphalt availability and the provisions in accordance with Idaho Code.
- Due to the volatile nature of the asphalt market, Idaho Asphalt Supply, Inc. will not offer awarded prices after April 22nd, 2022.

Sincerely,

Adam Ackerman
Regional Sales Director



Submitted by Idaho Asphalt Supply, Inc. February 22, 2022

BID FORM

OWNER'S RIGHTS RESERVED

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District.

SPECIFICATION

All asphalt materials must meet the specifications outlined in the most recent Idaho Transportation Department's "Standard Specifications for Highway Construction" and must meet the most current ASTM standards for the specific material being delivered. The County may, at its discretion, randomly sample any or all loads to determine specifications compliance.

PENALTY

A penalty of twenty five percent (25%) of the total purchase price will be deducted from each LOAD not meeting specifications.

BIDDING RESPONSIBILITIES

The Bidder has carefully examined the specification and contract documents and also understands that all materials and services called for shall be for the bid price.

The Bidder will bill the different entities directly for any of the liquid asphalt and transportation ordered independently.

PIGGYBACK

The Bidder recognizes and agrees that this bid is available to other government agencies in accordance with Idaho Code. Counties, Cities, Highway Districts may piggyback on this bid for the period of 45 days from the date of the bid opening to the changing nature of the oil prices.

BID

The Bid is broken into sections. The product price is listed as Free on Board (FOB). The prices quoted are the product at Blackfoot, ID (you choose). If you bid on the freight, it is understood that the freight will be delivered anywhere in Power County. It is further understood that the freight price will be adjusted for each agency piggybacking off this bid. The spreading cost is a separate line item that may be used if needed. If there are additional or hidden costs, they must be disclosed at this time. The County has an option of accepting or awarding individual products, or segregating the bid by purchasing the oils, transportation, or spreading of the oil separately based upon the line item total from a Bidder for each agency.

TRANSPORTATION BID

Delivery fee per ton delivered to Power County \$ 28.90 /ton.

Bidder must attach an explanation discussing fuel surcharge rates and how they will be applied or transportation of the material.

SPREADING BID

Spreading fee per ton of oil \$ 56.00 /ton.

**ASPHALT BID ITEMS**

Submitted by Idaho Asphalt Supply, Inc. February 22, 2022

Product Only: FOB Location Blackfoot, ID (you choose)

Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-500	755.00
MC-800	735.00
CRS-2	489.00
Quickseal 50	353.00

Asphalt Type	\$/Ton on Dock
CSS-1 DIL 50/50	373.00
Quickseal 60/40	397.00

ALTERNATIVE ASPHALT BID ITEM

If the bidder has a product that is not on the Asphalt Bid item listed above and would prefer to bid a product for piggyback purposes, the Bidder may place this below.

Product Only: FOB Location Blackfoot, ID (you choose)

Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-250	775.00
SC-800	735.00
MC-3000	730.00
CMS-2	535.00
CMS-2P	545.00
CQS-1HP	595.00
CRS-2R	517.00

Asphalt Type	\$/Ton on Dock
CRS-2P	517.00
CRS-3P	537.00
CSS-1	523.00
CSS-1H	523.00
CSS-1H-DIL	373.00
DP-1	535.00
HFE 150	524.00

Asphalt Type	\$/Ton on Dock
HFE 300	549.00

SIGNATURE

By signing this bid, the Bidder acknowledges that they have carefully checked all of the above figures, have read and understand all the accompanying bid documents and specifications and understands that Power County and/or any other officer thereof will not be responsible for any errors or omissions on the part of the undersigned submitting the bid.

Firm's Name Idaho Asphalt Supply, Inc.Address P.O. Box 50538 Idaho Falls, ID 83405Authorized Representative SignatureTitleRegional Sales ManagerPrint NameDateAdam AckermanFebruary 22, 2022

Att: D Page 3 of 4
PO #22069



Power County Highway District

Tel 208.226.2661
Fax 208.226.5246

3090 Lamb Weston Rd.
PO Box 513
American Falls, ID
83211

pocohwy@co.power.id.us

February 22, 2022

Idaho Asphalt Supply
Adam Ackerman
P.O. Box 50538
Idaho Falls, ID 83405

Dear Adam,

Thank you so much for submitting your Road Oil bid to the Power County Highway District. We are pleased to announce that you are the successful bidder this year. As always we really appreciate your response and look forward to working with you this year.

Sincerely,

Angela Munk
District Clerk

cc. aackerman@idahoasphalt.com

Robert N. Wetzel
Commissioner

Gilbert Hofmeister
Chairman

Wade Povey
Commissioner

Att: D Page 4 of 4
PO #22069



City of Ketchum

March 30, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho 83340

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase order 22072 For Skyline trash cans

Recommendation and Summary

Staff is recommending the council approve Purchase order 22072 with Sonntag Recreation LLC. for 20 new trash cans by adopting the following motion:

"I move to approve Purchase Order 22072 for an amount not to exceed \$21436.- with Sonntag Recreation LLC. and authorize the mayor to sign the PO."

The reasons for the recommendation are as follows:

- This will replace broken existing green trash cans and add new cans.
- The current trash cans are over 25 years old and spare parts are no longer available.

Introduction and History

The City of Ketchum Streets and Facilities Maintenance Department maintains City Parks, Buildings and Athletic fields. The Department also helps managing trash in the city of Ketchum. Over the last 10 years a lot of the existing green trash cans have become broken and unrepairable. There are also certain locations in need of a new trash can added.

Analysis

The trash cans are budgeted for in the Street and Facilities 2022 CIP.

Sustainability Impact

The new trash cans will replace broken ones, enhance the city's look and encourage people to dispose their garbage properly.

Financial Impact

The equipment will be funded from the 2021 CIP budget

Attachments

- Attachment A: Purchase order 22072
- Attachment B: Sonntag Recreation LLC. Quote
- Skyline trash can picture

Sonntag Recreation LLC

QUOTE #2270

DATE: MARCH 17, 2022

4245 Panorama Cir, Salt Lake City, UT 84124
Phone 801-278-9797 Fax 801-278-9794
jwebb@sonntagrec.com

EXPIRATION DATE 5/31/22

TO JUERG STAUFFACHER | CITY OF KETCHUM

SALESPERSON	JOB	PAYMENT TERMS	LEAD TIME
Jeremiah		Due on receipt	8-10 weeks

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
20	MYTCOAT 32 Gallon Skyline Trash Receptacle with Flared Top - Bonnet Top and Liner - Strap Metal - Advantage Coating Advantage Colors: Black, Brown, Green, Dark Blue, Light Blue, Purple, Red, Burgundy, Orange, Yellow, Gray, Tan, and White. Frame Colors: Black or Match any of the Above Colors -Proprietary Coating -Won't Chip, Crack, or Peel -7-year Warranty 13 Available Colors <i>Prices do not include sales tax or installation</i>	\$1,068.00	\$21,360.00

SUBTOTAL \$21,360.00

LESS DISCOUNT -\$1,068.00

FREIGHT \$1,144.00

TOTAL \$21,436.00

Quotation prepared by: Jeremiah Webb _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



Sonntag
Recreation, LLC

4245 Panorama Circle; Salt Lake City, Utah 84124
(800) 748-5450 toll free • (801) 278-9797 phone
(801) 278-9794 fax • chris@sonntagrec.com

TERMS AND CONDITIONS

- This Sonntag Recreation quotation becomes a Sales Agreement and contract only upon receipt by Seller of the signed copy by fax, mail or email prior to the expiration date of the quotation and upon receipt of the required deposit. Cancellation of the Sales Agreement or any returns is only upon approval and may not be possible depending upon the manufacturer and on the time frame of the order and manufacturing.
- Once the job has arrived, balance of the invoice is due per the terms of the agreement. All payments for the equipment are due at the Seller's address in Salt Lake City, Utah as shown above. A finance charge of 1.5% per month will be charged on any unpaid balance which becomes past due. Buyer agrees to pay reasonable attorney fees and collection expenses for the collection of any balance due under the agreement.
- Sales tax will be charged on all invoices unless the Seller is provided a Tax Exemption Certificate when placing the order or before the invoice date.
- This agreement constitutes the final, complete and exclusive statement of the contract between the Seller and the Buyer and supersedes all prior written and oral communications. No person is authorized by the Seller to make any additional or different representation, promises or warranties. Any changes to this Sales Agreement will be by Change Order upon agreement by both parties.
- Manufacturer's warranties apply on products Delivered and the Seller's sole warranty is that the products delivered shall be in conformity with the description above. The Seller expressly disclaims all implied warranties, including warranties of merchantability or fitness for a particular purpose.
- Seller shall not be in breach of this agreement in the event of nonperformance occasioned by strikes, lockouts, accidents, fires, delays in production or acquisition of supplies, delays by carriers, acts of God, government actions, state of war, civil unrest or other causes beyond control of the seller. Buyer may not assign its rights or duties under this Agreement without Seller's prior written consent.



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

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22072

To: 3863 SONNTAG RECREATION, LLC 4245 PANORAMA CIRCLE SALT LAKE CITY UT 84124	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/28/2022	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Skyline Trash Cans 03-4194-7165	10,146.00	10,146.00
1.00	Skyline Trash Cans 03-4194-7170	10,146.00	10,146.00
1.00	Frieght 01-4194-6950	1,144.00	1,144.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			21,436.00

Authorized Signature

Color will be black.





City of Ketchum

April 7, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho 83340

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract # 22073 For Plant Health Care and Integrated Pest Management

Recommendation and Summary

Staff is recommending the council approve Contract # 22073 with Arbor Care Resources, Inc. for Plant Health Care and Integrated Pest management Services by adopting the following motion:

"I move to approve Contract # 22073 for an amount not to exceed \$15255.- with Arbor Care Resources, Inc. and authorize the mayor to sign the Contract."

Introduction and History

The City of Ketchum contracts with a professional vendor for plant health care and integrated pest management services. This includes monitoring trees and other vegetation on city properties and public right away, as well as pest prevention, fertilization and selective pruning for publicly owned trees and other vegetation.

Analysis

The contract involves a state licensed spray technician and extensive arboricultural pest knowledge. The specialized nature of the work makes this task preferable to contract to Tree health care firms. We have found this to be a cost-effective solution.

Sustainability Impact

This contract will insure, that only state of the art procedures will be used, and nothing will be treated twice.

Financial Impact

A not-to-exceed contract amount of \$15,255 is budgeted in the facility maintenance division's professional services, city trees line item.

Attachments

- Attachment A: Contract # 22073
- Attachment B: Arbor Care Resources Contract Summary
- Attachment C: Purchase order 22073



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT

Contract #22073

(City of Ketchum/ArborCare Resources)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 7th day of April 2022, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and ARBORCARE RESOURCES, Inc., an Idaho corporation ("Contractor").

RECITALS

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

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

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

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

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

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall perform Plant Health Care services in Ketchum as follows:
 - a. Contractor shall perform services as outlined in attached 2022 Contract Summary.
 - b. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained equipment necessary to perform Plant Health Care services designated by the Public Works Director/City Engineer or any other employee of Ketchum designated by such Department Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.

- c. Contractor shall communicate directly with the Facilities Maintenance Supervisor regarding work to be performed as outlined in attached documentation and is required to obtain permission prior to performing any work outside the attached document's scope.
 - d. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks and trailers.
 - e. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
3. Payment for Services.
In exchange for services, Ketchum will pay contractor based upon review and approval of work invoiced. Total amount of contract is not to exceed Fifteen Thousand Two Hundred Fifty-Five Dollars (\$15,255.00).
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as labor, equipment, or traffic control and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Facilities Maintenance Supervisor and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2023, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder. The City may terminate this agreement for any reason upon thirty days written notice to contractor.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this

Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the equipment contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officer's shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Chapter 1 of Title 74 of Idaho Code. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

CITY OF KETCHUM
BOX 2315
Ketchum, ID 83340

CONTRACTOR:

ArborCare Resources, Inc.
P.O. Box 397
Hailey, ID 83333

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 7th day of April 2022.

THE CITY OF KETCHUM,
an Idaho municipal corporation

ARBORCARE RESOURCES,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Shellie Rubel
Treasurer

2022 Contract Summary - City of Ketchum

Job Site	
New City Hall	495
Little Park	370
Ore Wagon Museum	80
Rotary Park	225
Atkinsons Park/Hemingway/Pump Park	3,985
Forest Service Park	2,770
Guy Coles Skate Park	140
Warm Springs Water Facility	70
Street Department Building	850
Ketchum City Water Department	120
Park Circle Pumphouse	40
Lucy Loken Park	855
Ketchum Town Square	795
Farnlun Park	45
North Water Facility	45
City Corridor/Sidewalks/ROW	4,370
Total	\$15,255

Signature

Date:

x

Please sign here to accept the terms and conditions



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

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22073

To: 1196 ARBOR CARE BOX 397 HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/29/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	PLANT HEALTHCARE CONTRACT 01-4194-4210	15,255.00	15,255.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		15,255.00

Authorized Signature



City of Ketchum

March 30, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho 83340

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase order 22074 For replacement of the little league fence at Atkinson Park

Recommendation and Summary

Staff is recommending the council approve Purchase order 22074 with Sawtooth Wood products for replacing the little league fence by adopting the following motion:

"I move to approve Purchase Order 22074 for an amount not to exceed \$19800.- with Sawtooth Wood products and authorize the mayor to sign the PO."

The reasons for the recommendation are as follows:

- The existing fence was originally installed as a temporary fence without fence posts and is no longer safe.

Introduction and History

The City of Ketchum Streets and Facilities Maintenance Department maintains City Parks and Athletic fields. The Department also has a maintenance agreement with the BCSD for maintaining the fields at Hemmingway STEAM school.

Financial Impact

There is money earmarked in this years CIP for fence replacement. Steel prices have gone trough the roof, so staff is recommending transferring the balance from AP irrigation CIP. No contractor was willing to bid on the irrigation upgrade for this summer, so that money won't be utilized.

Attachments

- Attachment A: Purchase order 22074
- Attachment B: Quote Sawtooth Wood products

PROPOSAL SAWTOOTH

— WOOD PRODUCTS & EQUIPMENT —
Pride in Workmanship

Contractor # RCE-45774

775 S Main St
Bellevue, ID 83313
Phone (208) 788-4705
www.logproducts.com

Quote # Q000004693

DATE: March 17, 2022

Submitted To: CITY OF KETCHUM P.O.BOX 2315 KETCHUM, ID 83340	For: Juerg Stauffacher Project or Service Description: new chain link fence Job Name: Atkinson ball field Job Location: Atkinson Park ball field Phone: (208) 726-3841 E-mail: jstauffacher@ketchumidaho.org
--	---

Architect:

Date of Plans:

We hereby submit specifications and estimates for:	AMOUNT
<p style="text-align: center;">** Outfield fence replacement by the scoreboard**</p> <p>Install approximately 300' of 4' tall chain link fence where the existing fence sat. The fence will follow the same curvature of the old fence, the fence posts will be 2 3/8 in diameter, the top rail and chain link sections will have a protected cover over it. (See photo of protection there's two different options).</p> <p>*This quote is based on the city removing the old outfield fence.</p>	<p>\$19,800.00</p>
TOTAL	\$19,800.00

Payment to be made as follows:

REGARDING FENCE INSTALLATIONS: Please do not water lawn 2-3 days prior to fence installation. Owner is responsible for designating fence location. Sawtooth Wood Products is not responsible for damage to underground sprinkler pipe. Owner to secure building permit when applicable.

If you have any questions concerning this proposal, contact me at (208) 788-4705

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal. Our workers are fully covered by Workman's Compensation Insurance

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____

Date of Acceptance: _____

Photo Release Disclosure: Sawtooth Wood Products & Equipment ("SWP") may take and use before, during and after photographs and/or install a time-lapse camera taking pictures of the project at your residence. All photographs taken and/or time-lapse videos made by SWP will become the property of SWP. Your participation is voluntary, and you will receive no financial compensation. SWP has the right to edit, alter, exhibit, publish or distribute these photos for purposes of publicizing SWP or for any other lawful purpose. SWP's intention is to upload these images on its Facebook page, website or any other lawful social media outlet. Note: SWP will not share any personal information.

If you prefer to opt out of social media posts ONLY, please notify the company in writing or by email.



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

PURCHASE ORDER

BUDGETED ITEM? ☐ Yes ☐ No

PURCHASE ORDER - NUMBER: 22074

To: 3725 SAWTOOTH WOOD PRODUCTS, INC. 775 S. MAIN STREET BELLEVUE ID 83313	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/30/2022	BANCONA	BANCONA	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	Outfield Fence Replacement 03-4194-7125	12,000.00	12,000.00
1.00	Outfield Fence Replacement 03-4194-7120	7,800.00	7,800.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		19,800.00

Authorized Signature



City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order 22075 With Aqua-Aerobics Systems, Inc. for Filter Cloth Media

Recommendation and Summary

Staff is recommending the council approve Purchase Order 22075 and adopt the following motion:

"I move to approve Purchase Order 22075 with Aqua-Aerobics Systems, Inc. for the purchase of Filter Cloth Media, with accessory hardware, to be used at the wastewater treatment plant in the approximate amount of \$21,127.95.

The reasons for the recommendation are as follows:

- Routine maintenance of the AquaDisk Cloth Media Filters at the wastewater treatment plant requires periodic replacement of the filter cloth media.
- The media in one of the filters has reached its useful life expectancy needs to be replaced.

Introduction and History

Cloth media filters were added to Ketchum's wastewater treatment process in 2006 in order to meet removal limits established by DEQ and EPA in the city's reuse and discharge permits. The primary purpose of the filters is to remove solids which interfere with UV disinfection. A secondary benefit is additional phosphorous removal accomplished during filtration. The cloth filter media has a lifespan of approximately three to five years. The media we will be replacing is at the end of its usefulness and is allowing higher than normal amounts of solids to pass into the UV disinfection system.

Sustainability

Not Applicable

Financial Impact

This is a budgeted expense with funds coming from the Repair and Maintenance line item of Wastewater Expenditures. This expense will be shared with the Sun Valley Water and Sewer District as an operating expense.

Attachments:

Purchase Order 22075

Aqua-Aerobics Proposal # 65664



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

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22075

To: 1194 AQUA-AEROBIC SYSTEMS, INC. P.O. BOX 71521 CHICAGO IL 60694-1521	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/30/2022	BANCONA	BANCONA		0	

Quantity	Description	Unit Price	Total
1.00	OPTIFIBER, NOZZLES, PARTS 65-4350-6100 435002	21,127.95	21,127.95
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		21,127.95

Authorized Signature



Aftermarket Proposal # 65664

TO: Ketchum WWTP, ID
110 River Ranch Road
Ketchum, Idaho 83340
USA

PROJECT: KETCHUM WWTP, ID (SUN VALLEY)
Ketchum, ID
USA-MUN

ATN: Mick Mummert

PROPOSAL DATE: March 28, 2022

CC: Davidson Sales & Engineering, Paul Mora

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
<p>We are pleased to quote, for acceptance within 30 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.</p> <p>***Lead Time: 1 to 2 Business Weeks***</p>			
60	Filter Cloth Sock, Chlorine resistant Optifiber PES-14, part # 2966912	\$319.00	\$19,140.00
20	Backwash Shoe Nozzle Plate, ADF-54, Classic, 8MM, Part # 2520671	\$85.00	\$1,700.00
160	Accessories BHMS 316S, part # 2610700	\$1.27	\$203.20
160	Flat Washer 1/4, 316S, Part # 2600224	\$0.05	\$8.00
160	Hex Nut 1/4-20, 316S, Part # 2610701	\$0.11	\$17.60
5	RTV silicone sealant, 10.1 oz, part # 2606859	\$11.83	\$59.15

PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
2. Start-up supervision is NOT included.

3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid tax exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.
5. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.
6. Schedule changes due to supply chain disruption may impact the above quoted shipment time(s). Aqua-Aerobic Systems will advise if/when any such disruption applies.

Pricing Summary

Equipment and/or Accessories:	\$21,127.95
Total Job Price:	\$21,127.95

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

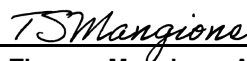
Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

By:

Date:



**Thomas Mangione. AMS Senior Sales Engineer
Aqua-Aerobic Systems, Inc.**



City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Waddell/Roush Townhomes Final Plat Application

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Final Plat application, submitted by Benchmark Associates on behalf of property owners Douglas and Stacey Waddell, to subdivide a new duplex located at 3020 Warm Springs Road within the City's General Residential Low Density (GR-L) Zoning District into two townhome units.

Recommended Motion: "I move to approve the Waddell/Roush Townhomes Final Plat application subject to conditions of approval 1-9."

The reasons for the recommendation are as follows:

- The Ketchum City Council approved the Townhouse Subdivision Preliminary Plat (Application File No. P20-058) to subdivide the property into two townhouse sublots on November 16th, 2020.
- All improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on January 24th, 2022.
- The request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.

Analysis

The applicant, property owners Douglas and Stacey Waddell represented by Dave Patrie of Benchmark Associates, is requesting Final Plat approval for a new duplex located at 3020 Warm Springs Road within the City's General Residential Low Density (GR-L) Zoning District. The project received Design Review approval (Application File No. P20-031) from the Planning and Zoning Commission on July 13th, 2020. The City issued a building permit for the construction of the new duplex (Application File No. B20-079) on September 11th, 2020. The Planning and Zoning Commission reviewed the Waddell-Roush Townhouse Subdivision Preliminary Plat (Application File No. P20-058), held a public hearing, and recommended approval of the application to the City Council on October 13th, 2020. The Ketchum City Council approved the Townhouse Subdivision Preliminary Plat (Application File No. P20-058) to subdivide the property into two townhouse sublots on November 16th, 2020.

All project plans for the townhome development were review and approved by City Departments through the project Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on January 24th, 2022.

Financial Impact

Recording the Final Plat signals to the Blaine County Assessor's Office that the townhome units have been subdivided, resulting in 2 separate legal descriptions and tax assessments, independently sellable. There is no financial requirement from the city for this action.

Attachments

Draft Findings of Fact, Conclusions of Law, and Decision
Waddell/Roush Townhomes Final Plat Application



**City of Ketchum
Planning & Building**

IN RE:)
)
Waddell/Roush Townhomes Subdivision) KETCHUM CITY COUNCIL
Townhouse Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 4th, 2022) DECISION
)
File Number: 22-004)

Findings Regarding Application Filed

PROJECT: Waddell/Roush Townhomes Subdivision Final Plat

FILE NUMBER: P22-044

ASSOCIATED PERMITS: Design Review P20-031, Lot Line Shift P20-061, Townhouse Subdivision Preliminary Plat P20-058, Building Permit B20-079

OWNER: Douglas & Stacey Waddell

REPRESENTATIVE: Dave Patrie, Benchmark Associates

REQUEST: Townhouse Subdivision Final Plat for the Waddell/Roush Townhomes

LOCATION: 3020 Warm Springs Road (Wills Condominium No. 2 Amended)

NOTICE: No public hearing is required as the final plat substantially conforms to the preliminary plat.

ZONING: General Residential – Low Density (GR-L)

OVERLAY: None

FINDINGS OF FACT

The applicant, property owners Douglas and Stacey Waddell represented by Dave Patrie of Benchmark Associates, is requesting Final Plat approval for a new duplex located at 3020 Warm Springs Road within the City's General Residential Low Density (GR-L) Zoning District. The project received Design Review approval (Application File No. P20-031) from the Planning and Zoning Commission on July 13th, 2020. The City issued a building permit for the construction of the new duplex (Application File No. B20-079) on September 11th, 2020. The Planning and Zoning Commission reviewed the Waddell-Roush Townhouse Subdivision Preliminary Plat (Application File No. P20-058), held a public hearing, and recommended approval of the application to the City Council on October 13th, 2020. The Ketchum City

Council approved the Townhouse Subdivision Preliminary Plat (Application File No. P20-058) to subdivide the property into two townhouse sublots on November 16th, 2020.

FINDING REGARDING COMPLETION OF IMPROVEMENTS

All project plans for the townhome development were review and approved by City Departments through the project Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on January 24th, 2022.

FINDINGS REGARDING TOWNHOUSE SUBDIVISION PROCEDURE (KMC §16.04.080)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) are not applicable to this project as this application proposes to subdivide an existing lot within a residential subdivision into 2 townhouse sublots. As conditioned, the request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the residential use or alter the development as reviewed and approved through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).

Table 2: Findings Regarding Townhouse Final Plat Requirements

Townhouses 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"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>City Council Findings</i>	<i>The Final Plat may be signed by the City Clerk in accordance with KMC §16.04.110 as all improvements have been completed to the</i>

				<i>satisfaction of all City Departments. The townhouse development was issued a Certificate of Occupancy on January 24, 2022.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <ol style="list-style-type: none"> 1. All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district. 2. Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<i>City Council Findings</i>	<i>The townhouse development meets the dimensional standards and requirements of the General Residential Low Density (GR-L) Zoning District. The duplex's building coverage is 34% (3,721 square feet building coverage/11,000 square feet lot area). No detached garages are proposed with this townhome development. Each townhome has its own attached garage platted on the same sublots as the townhome unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.F	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.
			<i>City Council Findings</i>	<i>All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the townhouse subdivision.</i>

Table 3: Findings Regarding 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</p>

				in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>City Council Findings</i>	<i>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>City Council Findings</i>	<i>This standard has been met. The Warm Springs Village Sub. Block 5, Lot 5, Galena Townhomes, Wills Condominiums No. 1, Sage Townhouses Lot 5A, Barnath Condos, and Warm Springs Village 4th Addition, Block 1, Lot 7 properties and their boundary lines are identified on the Final 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>City Council Findings</i>	<i>This standard has been met. Warm Springs Road and its 50-foot-wide right-of-way is indicated on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>City Council Findings</i>	<i>This Townhouse Subdivision will subdivide an existing lot within a residential subdivision into 2 townhouse sublots. No new blocks are created with the townhouse subdivision.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>City Council Findings</i>	<i>N/A as no dedications have been required or proposed for this townhouse 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>City Council Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Waddell/Roush Townhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>N/A. No public streets are existing or proposed within the townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the townhome declaration and party wall agreement. This reference is included in Plat Note No. 2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>City Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the 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>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>City Council Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the Preliminary Plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The. Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			<i>City Council Findings</i>	<i>All project plans for the townhome development were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on January 24th, 2022. The project's utilities,</i>

Waddell/Roush Townhomes Final Plat (Application File No. P22-004)

Findings of Fact, Conclusions of Law, and Decision

Ketchum City Council Regular Meeting of April 4, 2022

City of Ketchum Planning & Building Department

				<i>private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</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 Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>City Council Findings</i>	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>City Council Findings</i>	<i>The applicant has posted a performance bond for the completion of the remaining landscaping improvements that will be installed in the Spring of 2022.</i> <i>All project plans for the townhome development were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on January 24th, 2022. The project's utilities,</i>

				<i>private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>City Council Findings</i>	<i>All project plans for the townhome development were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on January 24th, 2022. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</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>City Council 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 and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building

				<p>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> <ul style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</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. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<i>City Council Findings</i>	<p><i>Standards 4, 5, and 6 have been met.</i></p> <p><i>Standards 2 and 3 are not applicable.</i></p> <p><i>Standard 1 has been met. The parent lot has a width of 100 feet, which is 20 more feet than 80-foot-average lot width required in the GR-L Zone.</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> <ul 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.

				<p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>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.</p> <p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>City Council Findings</i>	<i>This Townhouse Subdivision application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>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;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a</p>

			<p>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 County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and</p>
--	--	--	--

				<p>shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<i>City Council Findings</i>	<i>This Townhouse Subdivision does not create new street, public road, or bridge. The townhome units are accessed from Warm Springs Road. The subdivision is not located within the Avalanche Zone. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>City Council Findings</i>	<i>This proposal does not create a new alley. This standard is not applicable as the proposed townhome units are located within a residential neighborhood and alleys are not required to be provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required</p>

			<p>within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<p><i>City Council Findings</i></p> <p><i>The required utility along Warm Springs Road is reflected on the plat. All other existing and necessary easements are indicated on the plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final</p>

				<p>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>City Council Findings</i>	<i>The development is connected to the municipal sewer system. The development's sewer services have been completed to the satisfaction of City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 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>City Council Findings</i>	<i>The townhome unit is connected to the municipal water system. The development is connected to the municipal water system. The development's water services have been completed to the satisfaction of City Departments.</i>
<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>City Council Findings</i>	<i>This standard is not applicable as the sublots are located within an existing residential neighborhood and the subject property does not adjoin incompatible uses or features.</i>
<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</p>

			<p>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. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on
--	--	--	---

				<p>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>City Council Findings</i>	<i>The project's grading improvements were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).</i>
<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>City Council Findings</i>	<i>The project's drainage improvements were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>City Council Findings</i>	<i>All utilities required to serve the townhome development, including natural gas, telephone, cable, and electricity have been installed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not</p>

				limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>City Council Findings</i>	<i>No off-site improvements are required with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>City Council Findings</i>	<i>N/A. The property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>City Council Findings</i>	<i>N/A. No existing natural features that would have enhanced the attractiveness of the townhome subdivision were present on the parent lot. The project's new landscaping will beautify the townhome development.</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 Townhouse Subdivision Final Plat application for the development and use of the project site.

2. The Council has authority to hear the applicant's Townhouse Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Townhouse Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.080, and 16.04.110 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Townhouse Subdivision for the Waddell/Roush Townhomes developments meets the standards for Townhouse Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat application this Monday, April 4th, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The Townhome Declaration and Party Wall Agreement shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the Townhome Declaration and Party Wall Agreement.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
7. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.

8. The project shall comply with all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
9. The Waddell/Roush Townhomes Final Plat is subject to Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).

Findings of Fact **adopted** this 4th day of April 2022

Neil Bradshaw, Mayor

Tara Fenwick, City Clerk



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
App No:	P22-004
Date:	12/22/22
By:	S. B. Baker
Fee Paid:	750.00
Approved Date:	
By:	

Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Waddell/Roush Townhomes			
Owner of Record: Doug & Stacey Waddell			
Address of Owner: 13 Central Way, Suite C, Kirkland, WA 98033			
Representative of Owner: Dave Patrie, Benchmark Associates			
Legal Description: Wills Condominiums No. 2			
Street Address: 3020 Warm Springs Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: Sublot 1: +/- 5511 SF Sublot 2: +/-5476 SF			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
Existing 10' waterline, 7.5' utility, common well site esmts., new 10' wide utility esmt.			
Briefly describe the improvements to be installed prior to final plat approval:			
2 townhouse units, paved driveways; utilities installations			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

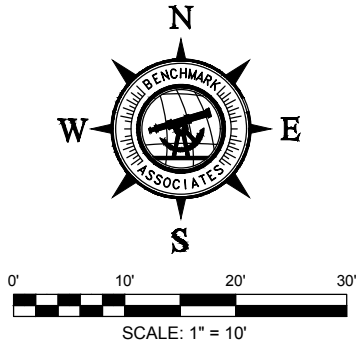
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe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

Applicant Signature

David Patrie
Representative

Date

12/22/21



WADDELL/ROUSH TOWNHOMES

LOCATED WITHIN: SECTIONS 11 & 14, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF WILLS CONDOMINIUMS, NO. 2 AMENDED.

JANUARY 2022

LEGEND:

- PROPERTY BOUNDARY
- SUBLOT LINE
- APPROXIMATE BUILDING FOOTPRINT
- EASEMENT LINE
- BLAINE COUNTY GIS TIES
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS #9561
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- MEASURED BEARING & DISTANCE
- RECORD BEARING & DISTANCE PER PLAT OF WILLS CONDOS NO. 2

SURVEYOR NARRATIVE & NOTES

1. THE PURPOSE OF THIS PLAT IS TO REPLAT WILLS CONDOMINIUMS NO. 2 AMENDED INTO TWO TOWNHOUSE SUBLOTS AS SHOWN. BOUNDARY LINES ARE BASED ON FOUND MONUMENTS AND THE RECORDED PLATS OF WILLS CONDOMINIUMS NO. 2, AND WILLS CONDOMINIUMS NO. 2 AMENDED, INSTRUMENT NOS. 271407 & _____, RECORDS OF BLAINE COUNTY, IDAHO. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL, OR REPLACEMENTS OF ORIGINAL CORNERS.
2. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
3. THE TOWNHOME DECLARATION AND PARTY WALL AGREEMENT FOR WADDELL/ROUSH TOWNHOMES ARE RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
4. THE CURRENT ZONING IS GENERAL RESIDENTIAL LOW DENSITY (GR-L). REFER TO THE CITY OF KETCHUM ZONING CODE FOR MORE INFORMATION ABOUT THIS ZONE.
5. A MUTUAL RECIPROCAL DRIVEWAY ACCESS EASEMENT TO BENEFIT SUBLOTS 1 & 2 IS GRANTED AS SHOWN HEREON.
6. A WELL AGREEMENT EXISTS PER INST. NO. 276908.

HEALTH CERTIFICATE

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

Date: _____
South Central Public Health District, REHS



WADDELL/ROUSH TOWNHOMES

LOCATED WITHIN: SECTIONS 11 & 14, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: DOUG & STACEY WADDELL

PROJECT NO. 20003	DWG BY: DWS/CPL	FILE: 20003PG1.DWG
FINAL PLAT	DATE: 01/04/2022	SHEET: 1 OF 2

WADDELL/ROUSH TOWNHOMES

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that HERBERT DOUGLAS WADDELL and STACEY F. WADDELL, also shown of record as H. DOUGLAS WADDELL and STACEY F. WADDELL, husband and wife, are the owners in fee simple of Real Property described as follows:

A parcel of land located within Sections 11 & 14, Township 4 North, Range 17 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Condominium Units 1 and 2, as shown on the Condominium Map of WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 271407 and as defined and described in the Condominium Declaration for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 273907 and re-recorded as Instrument No. 276688, records of Blaine County, Idaho.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands.

HERBERT DOUGLAS WADDELL (AKA H. DOUGLAS WADDELL)

STACEY F. WADDELL

Signed this _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared HERBERT DOUGLAS WADDELL and STACEY F. WADDELL, known or identified to me (or proved to me), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Notary Public

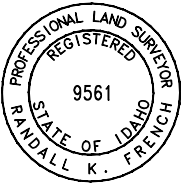
Residing at: _____

Commission Expires: _____

SURVEYOR'S CERTIFICATE

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

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



COUNTY SURVEYOR'S APPROVAL

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

BLAINE COUNTY SURVEYOR

DATE

CITY ENGINEER'S APPROVAL

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

By: _____

DATE

CITY OF KETCHUM APPROVAL

I, _____, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision Ordinance.

By: _____

Certified by: _____
City Clerk

BLAINE COUNTY TREASURER'S CERTIFICATE

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

By: _____



WADDELL/ROUSH TOWNHOMES

LOCATED WITHIN: SECTIONS 11 & 14, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: DOUG & STACEY WADDELL

PROJECT NO. 20003

DWG BY: CPL

FILE: 20003CRT.DWG

FINAL PLAT

DATE: 12/21/2021

SHEET: 2 OF 2

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BENJAMIN W. WORST, P.C.
Attorney At Law
P.O. Box 6962
Ketchum, Idaho 83340

(Space Above For Recorder's Use)

TOWN HOUSE DECLARATION

FOR THE

WADDELL/ROUSH TOWNHOMES

THIS TOWNHOUSE DECLARATION dated for reference purposes _____, 2021, shall be effective upon recordation in the office of the Blaine County, Idaho Recorder. This Declaration is made by H. DOUGLAS WADDELL and STACEY F. WADDELL, husband and wife.

SECTION 1 - RECITALS

1.1 Property Covered. Declarant is the owner of certain property and the improvements thereon located in the City of Ketchum, County of Blaine, State of Idaho, which is more particularly described as:

Sublots 1 and 2 of Waddell/Rousch Townhomes, according to the official plat thereof, recorded _____, 2021, as Inst. No. _____, records of Blaine County, Idaho.

1.2 Intention of Declarant. The Property has been approved by the City of Ketchum, Idaho, for a townhouse subdivision, as set forth on the plat attached hereto as Exhibit "A" and made a part hereof. Declarant intends to provide for townhouse ownership of the Property, as improved, under Section 16.04 of the Subdivision Ordinance of the City of Ketchum, which provides for ownership of individual Townhouses and Sublots by the individual Owners. It is the intention of Declarant to sell and convey, or keep, each individual Townhouse/Sublot together with the improvements thereon. Such sales shall be subject to the

protective restrictions, covenants and conditions contained in this Declaration which are for the mutual benefit of the present and future Owners and are intended to preserve the value, desirability and attractiveness of the Townhouses/Sublots, to create and protect the highest quality development of the property and to ensure proper maintenance thereof.

SECTION 2 - DECLARATION

Declarant hereby declares that all of the Property shall be held, occupied, used, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and each Sublot/Townhouse and be binding on all parties having any rights, title or interest in the Property, a Sublot or Townhouse or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 3 - DEFINITIONS

Definitions. The following terms shall have the following meanings:

"Declarant" shall mean H. DOUGLAS WADDELL and STACEY F. WADDELL, husband and wife.

"Declaration" shall mean this Townhouse Declaration and any amendments here to.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Townhouse/Sublot, but excluding those having such interests merely as security for the performance of an obligation.

"Persons" shall include natural persons, partnerships, corporations, companies, trusts, entities, associations and personal representatives.

"Plat" shall mean the final plat for the Waddell/Roush Townhomes recorded in the official records of Blaine County, Idaho concurrently herewith.

"Property" shall mean and refer to the real property described in Exhibit A attached hereto and incorporated herein.

"Sublot" shall mean and refer to any one of the parcels which constitute a portion of the Property as depicted on Exhibit A. The terms Townhouse and Sublot whether used individually or collectively shall refer to both the Townhouse and the underlying Sublot.

"Townhouse" shall mean the single-family residential improvements located on each Sublot.

SECTION 4 - PROPERTY RIGHTS

4.1 Declarant is the Original Owner. Declarant is the original Owner of the Property and all improvements located thereon and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Sublots within the Property are filed of record.

4.2 Sublots. Subject to the provisions of this Declaration, each Owner shall have the exclusive right to own, use and enjoy the Sublot owned by such Owner.

4.3 Inseparability. No part of a Sublot or Townhouse or of the legal rights comprising ownership of a Sublot or Townhouse may be separated from any other part thereof during the period of Townhouse ownership prescribed herein, so that each Townhouse and Sublot shall always be conveyed, devised, encumbered and otherwise affected only as a complete Townhouse and Sublot.

4.4 No Partition. No Owner may bring any action for partition of the Sublots or Townhouses.

4.5 Taxes. Each Owner shall execute such instruments and take such actions as may be reasonably required to obtain separate real property tax assessments of the interest of each Owner in each Townhouse/Sublot. Each Owner shall pay the taxes or assessments assessed against such Owner's respective Townhouse/Sublot.

4.6 Easements. In addition to any easements of record effecting the Property and any easements depicted on the Plat, the following easements, rights and obligations are hereby created:

4.6.1 Right to Use. Subject to the provisions of this Declaration, each Owner shall have the right to use, enjoy and receive the benefit of any easements created hereunder.

4.6.2 Utility Easement. There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, television, cable and communication lines and systems for those utilities initially installed by the Declarant.\

4.6.3 Easement for Owner Duties. There is hereby reserved to Declarant and each Owner, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Owners as set forth herein.

4.6.4 Reciprocal Driveway Easements. There is hereby created an easement in favor of each Sublot and burdening the other Sublot upon, across, over, through and under that portion of the other Sublot depicted as the circular driveway on the Plat for ingress, egress and parking in addition to installation, replacement, repair and maintenance of such driveway.

4.6.5 View Corridor Easements. There is hereby created an easement in favor of each Sublot and burdening the other Sublot upon, across, over, through and under the entirety of the other Sublot establishing a view corridor. The servient estate hereby relinquishes all rights to construct, erect or maintain any structures, walls, fences, monuments or signs or plant and maintain any shrubbery, trees, landscaping, bushes or hedges, or raise the grade or do anything that would cause an obstruction higher than Twelve (12) feet from grade to a clear view from the dominant estate except as such obstructions and landscaping are installed by Declarant as of completion of the construction of the original improvements. Such Twelve (12) foot height limit may be increased in specific locations as agreed in writing by the owners of both Sublots.

4.6.6 Easement for Encroachments. Each Sublot is hereby declared to have an easement over the adjoining Sublot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settling or shifting of any improvement located on any Sublot, or any other similar cause, any encroachment due to building overhang or projection, or any encroachment created by landscaping walls along Sublot property lines. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of the Owner shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful act or negligence with full knowledge of said Owner. In the event any building or improvement on a Sublot is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over the adjoining Sublot shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachment shall not be construed to be encumbrances affecting the marketability of title to either Sublot.

4.6.7 Easement Over Sublots. There is hereby reserved to each Owner an easement over the adjoining Sublot to the extent reasonably necessary to permit said Owner to repair, maintain and improve the improvements on said Owner's Sublot; and to permit said Owner to move personal property in and out of the improvements on said Owner's Sublot. Provided, each Owner shall utilize only such portion of the other Sublot, and only for such duration as is reasonably necessary to accomplish a permitted purpose and in a manner that will not unnecessarily disturb the peaceful enjoyment of the other Sublot by the Owner thereof; and at said Owner's sole expense, repair any damage caused to the other Sublot and improvements to as near the original condition as reasonably practicable.

4.7 Alterations. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alter the exterior of any Sublot or the improvements located thereon from their natural or improved state as of completion of the construction of the original improvements shall be made or done without the prior written approval of the Owner of the adjoining Sublot. No building, fence, wall, residence, or other structure shall be constructed or erected, altered, made or done without the prior written approval of the Owner of the adjoining Sublot. In the event an Owner fails to approve, modify or disapprove in writing an application submitted within thirty (30) days after plans and specifications in writing have been submitted to such Owner, approval will be deemed denied.

4.8 Nuisances. No nuisance shall be permitted to exist or operate upon any Sublot or improvement thereon so as to be detrimental to any other Sublot or property in the vicinity thereof or to its occupants.

4.9 Maintenance. Each Owner is responsible for all maintenance, repair and replacement of all improvements on the Owner's Sublot, and shall keep the Sublot/Townhouse and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the following: landscaping, irrigation, plumbing, electrical lines, gas lines and gas and electric meters, windows, doors, including door hardware such as knobs and locks, keys, garage mechanical systems, window and door screens, siding, telephone, television lines or other lines servicing solely a Sublot, weather stripping, chimney cleaning, dryer vents, and each Townhouse's fire system. Without limiting the foregoing, each Owner shall be responsible for snow removal on and adjacent to such Owner's Sublot. Each Owner shall remove snow from the roof above such Owner's Townhouse when such roof contains One Hundred Twenty (120) pounds of snow per square foot, as determined by local agencies.

4.10 Signs. No sign of any kind shall be displayed to the public view, except such signs of customary and reasonable dimensions which may be displayed on or from a Townhouse advertising that such Townhouse is for sale.

4.11 Animals. No animals of any kind shall be raised, bred or kept in any Townhouse for commercial purposes. Domestic cats and dogs may be kept in a Townhouse, provided that no cat or dog is a nuisance to the other Townhouse Owners, their guests, licensees or invitees. Such animals shall not be allowed to run at large, chase wild animals or bark/meow or make noise excessively. Dogs shall be kept within each Townhouse Owner's Townhouse or on such Owner's Sublot at all times except when such animals are under the control of the Owner or on a leash. Pet feces and waste shall be immediately removed from the Owner's Townhouse/Sublot.

4.12 Permitted Uses. The Townhouses and Sublots shall be used for residential purposes only. Owners may engage in home occupations and lease the Townhouses as set forth herein below.

4.13 Leasing. Nothing in this Declaration shall prevent an Owner from leasing or renting such Owner's Townhouse; provided, however, any lease or rental agreement must be in writing and must specify that its terms shall be subject in all respects to the provisions of this Declaration. Any failure by the tenant to comply with the terms of this Declaration shall be a default under the lease or rental agreement. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. Other than as stated herein, there is no restriction on the right of any Owner to lease or otherwise rent such Owner's Townhouse. Notwithstanding any agreement between the Owner and the prospective tenant to the contrary, the leasing or rental of a Townhouse/Sublot shall not operate to relieve the Owner of the primary responsibility for compliance with all provisions of this Declaration.

4.14 No Hazardous Activities. No activities shall be conducted on or in any Townhouse or Sublot and no hazardous improvements shall be constructed on or in any

Townhouse or Sublot. Without limiting the generality of the foregoing, no firearms shall be discharged upon or in any Townhouse or Sublot and no open fires shall be lighted or permitted on or in any Townhouse or Sublot except in a contained fireplace, barbecue, grill or fire pit while attended.

4.15 Parking and Parking Areas. Nothing shall be stored on or in the driveway, parking areas or any other exterior part of the Sublots. Such prohibition includes, but is not limited to, automobiles, motorcycles, boats, RV's and bicycles. Notwithstanding the foregoing, automobiles, motorcycles, vehicles, boats, RV's and bikes in regular use may be parked temporarily on in the driveway areas. Garbage and recycling containers shall be kept at all times within the garage of each individual Townhouse except after 5:00 p.m. on the evening before the City-designated day for garbage and recycling pick up and on the day designated for such pick up.

4.16 No Temporary Structures. No tent, shed, shack or other temporary building, improvement or structure shall be placed upon any Sublot.

4.17 Compliance with the Law. Zoning regulations, building regulations, environmental regulations and other similar governmental laws and regulations applicable to the Property shall be observed. In the event of any conflict between any provision of such governmental regulations and the restrictions of this Declaration, the more restrictive provisions shall apply

SECTION 5 - INSURANCE

5.1 Insurance by Owners. Every Owners shall obtain fire insurance, with extended coverage endorsement, including vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage, in an amount equal to or greater than the replacement value of such Owner's Townhouse without deduction for depreciation, together with comprehensive liability insurance. All such policies shall name the Owner of the adjoining Townhouse as co-insured and shall not be cancelled without thirty (30) days notice to the other Owner.

5.2 Reconstruction. In the event of damage or destruction by fire or other casualty to either Sublot or Townhouse, the Owner thereof shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Sublot and Townhouse in a good workmanlike manner substantially the same as the original plans and specifications of said property.

SECTION 6 - MISCELANEOUS

6.1 Amendment. The provisions of this Declaration may be amended only by an instrument in writing signed, acknowledged and recorded by unanimous agreement of the Owners. Such an amendment shall be effective upon recording with the Blaine County, Idaho Recorder.

6.2 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered personally, by email or by USPS mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the other Owners for the purpose of service of such notice, or to the mailing address on the Owner's most recent deed of record if no address has been given to the other Owners. Such address may be changed from time to time by notice in writing to the other Owners.

6.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of the Townhouses/Sublots. All provisions shall be construed so as to be in conformance with the laws of the State of Idaho, the City of Ketchum and all other governmental regulatory agencies.

6.4 Governing Law/Venue. This Declaration shall be construed and governed under the laws of the State of Idaho. Any legal, equitable or administrative action in any manner related to or arising from this Declaration shall be heard and tried in Blaine County, Idaho.

6.5 Enforcement and Non-Waiver. Every Owner shall have the right to enforce any or all of the provisions of this Declaration. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Sublot or Townhouse is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provisions hereof. In the event that any Owner must retain the services of an attorney to enforce its rights hereunder, the defaulting party shall pay the non-defaulting party's reasonable attorney fees and costs, whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.

6.6 Owners' Obligations Continue. All obligations of every Owner under this Declaration accrued during such Owner's ownership of a Townhouse/Sublot shall continue, notwithstanding that such Owner may have leased or transferred such Owner's interest in such Townhouse/Sublot. No Owner shall have any obligation for expenses or other obligations accrued after such Owner conveys such Owner's Townhouse/Sublot.

6.7 Duration. The covenants and restrictions of this Declaration shall run with the land and bind it for a term commencing on the date hereof and ending upon the written revocation of all of the Owners.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This Declaration is executed effective this ____ day of _____, 2021.

DECLARANT

H. DOUGLAS WADDELL, a married man

STACEY F. WADDELL, a married woman

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 2021, before me _____, a notary public in and for said state, personally appeared H. DOUGLAS WADDELL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 2021, before me _____, a notary public in and for said state, personally appeared STACEY F. WADDELL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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 FOR IDAHO
Residing at _____
My Commission Expires _____

Instrument # 597479

HAILEY, BLAINE, IDAHO
 05-14-2012 4:24:00 PM No. of Pages: 1
 Recorded for: BLAINE COUNTY TITLE
 JOLYNN DRAGE Fee: \$10.00
 Ex-Officio Recorder Deputy: mpp
 Electronically Recorded by Simplifile

BCT
 BLAINE COUNTY TITLE

When recorded, return to:

GRANT DEED

GRANTOR, WP Bacchus, LLC, a Washington Limited Liability Company

whose current address is: c/o Waddell Properties, Inc., 5612 Lake Washington Blvd., Suite 100,
 Kirkland, WA 98033

for a good and valuable consideration does hereby GRANT, SELL AND CONVEY unto

H. Douglas Waddell and Stacey F. Waddell, husband and wife

GRANTEE, whose address is: c/o Waddell Properties, Inc., 5612 Lake Washington Blvd, Suite
 100, Kirkland, WA 98033

the following described real property to wit:

Condominium Unit 2, as shown on the Condominium Map of WILLS CONDOMINIUMS NO.
 2, recorded as Instrument No. 271407 and as defined and described in the Condominium
 Declaration for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 273907 and re-
 recorded as Instrument No. 276688, records of Blaine County, Idaho.

TOGETHER with all tenements, hereditaments and appurtenances thereunto appertaining.

TO HAVE AND TO HOLD, the property granted by this deed to grantee, and grantee's heirs
 and assigns forever. And Grantor covenants that grantor has not done or suffered anything
 whereby the described property has been encumbered in any way whatever.

Dated: May 9th, 2012

WP Bacchus, LLC, a Washington Limited Liability Company



By: H. Douglas Waddell, Manager

STATE OF Washington)
) ss.
 COUNTY OF King)

On this 9th day of May, 2012, before me, the undersigned, a Notary Public, in and for said
 State, personally appeared **H. Douglas Waddell** known to me, and or identified to me on the
 basis of satisfactory evidence, to be the Manager of the Limited Liability Company that executed
 the instrument and the foregoing instrument was signed on behalf of said company by authority
 of consent of its members and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


 Notary Public

Notary Resides: RENTON, WA

My commission expires: 5/7/14





TitleOne
a title & escrow co.

Instrument # 595984

HAILEY, BLAINE, IDAHO
03-28-2012 12:25:00 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$19.00
Ex-Officio Recorder Deputy: mpp
Electronically Recorded by Simplifile

405525e

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Order No. 12202663

SPECIAL WARRANTY DEED

This Special Warranty Deed is between **Federal National Mortgage Association ("Grantor")**, whose address is 14221 Dallas Parkway, Suite 1100, Dallas, TX 75254, and **Herbert Douglas Waddell and Stacey F. Waddell, husband and wife ("Grantee")**, whose address is 9028 NE 41st Street, Yarrow Point, WA 98004, witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Ada County, State of Idaho:

See Exhibit A, attached hereto and incorporated herein.

Grantee herein shall be prohibited from conveying captioned property for a sales price of greater than \$319,080.00 for a period of three month(s) from the date of this Deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of greater than \$319,080.00 for a period of three month(s) from the date of this Deed. These restrictions shall run with the land and are not personal to Grantee.

This restriction shall terminate immediately upon conveyance at any foreclosure sale related to a Mortgage or Deed of Trust.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("**Premises**").

To have and to hold, all and singular the Premises together with the appurtenances unto Grantee and its heirs, successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

[signature pages to follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 26th day of March, 2012.

Federal National Mortgage Association
By: Andrea Whitney
Federal National Mortgage Association, by Pite Duncan, LLP, a
California Limited Liability Partnership, as Attorney-in-Fact
By: Andrea Whitney, Authorized Signer

ACKNOWLEDGEMENT ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

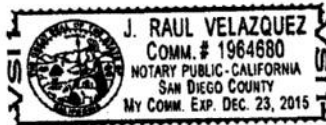
State of California

County of San Diego

On 3/24/12 before me, J. Raul Velazquez - Notary

personally appeared Andrea D. Whitney

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: J. Raul Velazquez

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Condominium Unit 1 as shown on the Condominium Map for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 271407, and as defined and described in the Condominium Declaration for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 276688, records of Blaine County, Idaho.

CLTA LOT BOOK 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.

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2022283

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-460317608

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this 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 Claims 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 any 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.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2022283

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-460317608

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 the 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 option under Paragraph 5, and the Guarantee shall be surrendered to the Company for 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 of Loss

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

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

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

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

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

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

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

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

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2022283

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-460317608

LOT BOOK GUARANTEE SCHEDULE A

File No.: 2022283

Guarantee No.: G-0000-460317608

Date of Guarantee: April 14, 2020 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

Benchmark Associates, P.A.

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

Condominium Units 1 and 2, as shown on the Condominium Map of WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 271407 and as defined and described in the Condominium Declaration for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 273907 and re-recorded as Instrument No. 276688, records of Blaine County, Idaho.

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Special Warranty Deed and Grant Deed, recorded as Document No. 595984 and 597479, conveying said real property to:

Herbert Douglas Waddell and Stacey F. Waddell, husband and wife also shown of record as H. Douglas Waddell and Stacey F. Waddell, husband and wife

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.
4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. 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 Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
8. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$2,101.14, which are paid in full. (Parcel No. RPK09840000010)

Note: General taxes for the year 2019, a lien in the amount of \$2,101.14, which are paid in full. (Parcel No. RPK09840000020)

9. Water and sewer charges of the City of Ketchum.
10. Ketchum rubbish charges billed by Clear Creek Disposal.
11. Levies and Assessments of Wills Condominiums No. 2 Owners Association.
12. Notes, Easements and Restrictions of Warm Springs Village, recorded January 12, 1948 as [Instrument No. 92906](#), records of Blaine County, Idaho.
13. Limitations, Restrictions and Covenants, including the terms and provisions thereof, as contained in the Warranty Deed executed by Mark B. Lloyd and Helen R. Lloyd, husband and wife, recorded December 22, 1959 in Book 171 of Deeds at page 435, as [Instrument No. 113432](#), records of Blaine County, Idaho.
14. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided by applicable condominium law or the Condominium Declaration and bylaws recorded in the following documents:
 - A. Condominium Plat and Diagrammatic Floor Plan of Wills Condominiums No. 2 recorded March 19, 1986 as [Instrument No. 271407](#), records of Blaine County, Idaho.
 - B. ByLaws of Wills Condominiums No. 2 Owners Association, recorded June 13, 1986 as [Instrument No. 273905](#), records of Blaine County, Idaho.
 - B. Declaration of Condominium Covenants, Conditions and Restrictions of Wills Condominiums No. 2 recorded June 13, 1986 as [Instrument No. 273907](#) and re-recorded as [Instrument No. 276688](#), records of Blaine County, Idaho.

15. Well Agreement, including the terms and provisions thereof, recorded September 19, 1986 as [Instrument No. 276908](#), records of Blaine County, Idaho.
16. 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.)

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?	<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: 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



City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the Subdivision Final Plat for 151 Topaz St, Adopt the Findings of Fact, and Approve Security Agreement #22761 for Right-of-Way and Utility Improvements

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Subdivision Final Plat for 151 Topaz St, adopt the findings of fact, conclusions of law, and decision, and approve Security Agreement #22761 for right-of-way and utility improvements. The application was submitted by Sean Flynn, of Galena Engineering on behalf of the property owner, Sallie Castle. The request is a subdivision final plat application to subdivide one lot into two lots in the Gem Street Subdivision.

Recommended Motion: "I move to approve the 151 Topaz subdivision final plat application, as conditioned, adopt the findings of fact, conclusion of law, and decision, as it conforms to all applicable subdivision regulations for a final plat, and approve Security Agreement #22761, for signature by the Mayor."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Final Plats contained in Ketchum Municipal Code (KMC) Subdivision (Title 16) regulations.
- The subdivision preliminary plat application for this project was review and approved by the Planning and Zoning Commission on October 26, 2021 and the Ketchum City Council on November 18, 2021.
- The proposed final plat meets all the requirements of the preliminary plat approval, including conformance with all conditions of approval of the preliminary plat.
- Due to winter weather conditions, right-of-way and utility improvements cannot be completed at this time, therefore a security agreement is required.
- All city departments have reviewed the proposal and have no issue with the proposed subdivision or security agreement.

Introduction and History

The Applicant is proposing to subdivide Lot 2 of the Gem Street Subdivision, located at 151 Topaz Street (the "subject property") into two lots (the "project"). The subject property is zoned Limited Residential (LR) and has an existing single family dwelling unit and detached garage. The project proposes to retain the existing single family dwelling unit and garage and create a new 9,000 square foot lot on the eastern portion of the existing lot. The subdivision preliminary plat for the project was reviewed and approved by the Planning and Zoning Commission on October 26, 2021, and the City Council on November 18, 2021. The staff report and attachments for November 18, 2021, meeting on the preliminary plat can be found as Attachment E.

The City of Ketchum received the application for the Subdivision Final Plat for the project on December 16, 2021. The application was deemed complete on February 1, 2022, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on February 24, 2022.

Analysis

All subdivision final plats must meet the requirements of Ketchum Municipal Code (KMC) Section 16.04.030.G - *Final Plat Procedures*. The subdivision regulations require that all final plats are in substantial conformance with the approved preliminary plat and conditions of approval. The regulations also require that all contents of a final plat as outlined in KMC Section 16.04.030.K are included. A full review of all final plat requirements is included as Attachment C to this report. Staff have conducted a thorough review of the requirements and believe the final plat to be in substantial conformance with the preliminary plat, except for condition #5, and includes all required elements of a final plat.

Condition #5 of the preliminary plat approval requires that all right-of-way improvements be completed prior to final plat approval. Due to current weather, the owner is not able to construct the right-of-way improvements at this time. KMC Section 16.04.040.C - Performance Bond, allows the City Council to approve a Security Agreement stipulating the timing of required improvements in situations like this. The regulation requires the Owner to provide a performance bond to the City in the amount of 150% of the construction cost estimate. Staff have drafted a Security Agreement included as Attachment D. The agreement outlines the required improvements, timing for completion, process for acceptance, and release of the performance bond. If the work is not completed by the date of the agreement, the city may elect to use the funds and complete the work according to the agreement. The Owner has a designated contractor for the work and a bid for the work showing completion of the project no later than August 15, 2022. Staff believe this is an acceptable timeframe for the work provided it will be completed prior to winter 2022, when the improvements are most critical.

Staff recommends approval of the Subdivision Final Plat application with the following recommended Conditions of Approval:

1. Prior to recording of the Final Plat, the Security Agreement must be fully executed by all parties, and the performance bond must be received by the City of Ketchum.
2. Failure to record the Final Plat within one year of Council's approval of the Final Plat shall cause the Final Plat to be null and void.

Sustainability

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

Financial Impact

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

Attachments

- A. Application Materials - Application and Supporting Documents
- B. Application Materials – Final Plat Plan Set
- C. Draft Findings of Fact, Conclusions of Law, and Decision
- D. Security Agreement 22761 and Exhibits
- E. Staff Report and Attachments – November 18, 2021 City Council Meeting

Attachment A:

Application Materials –
Application and Supporting
Documents



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P21-102
Date:	12/16/21
By:	SD
Fee Paid:	750
Approved Date:	
By:	S. Flynn

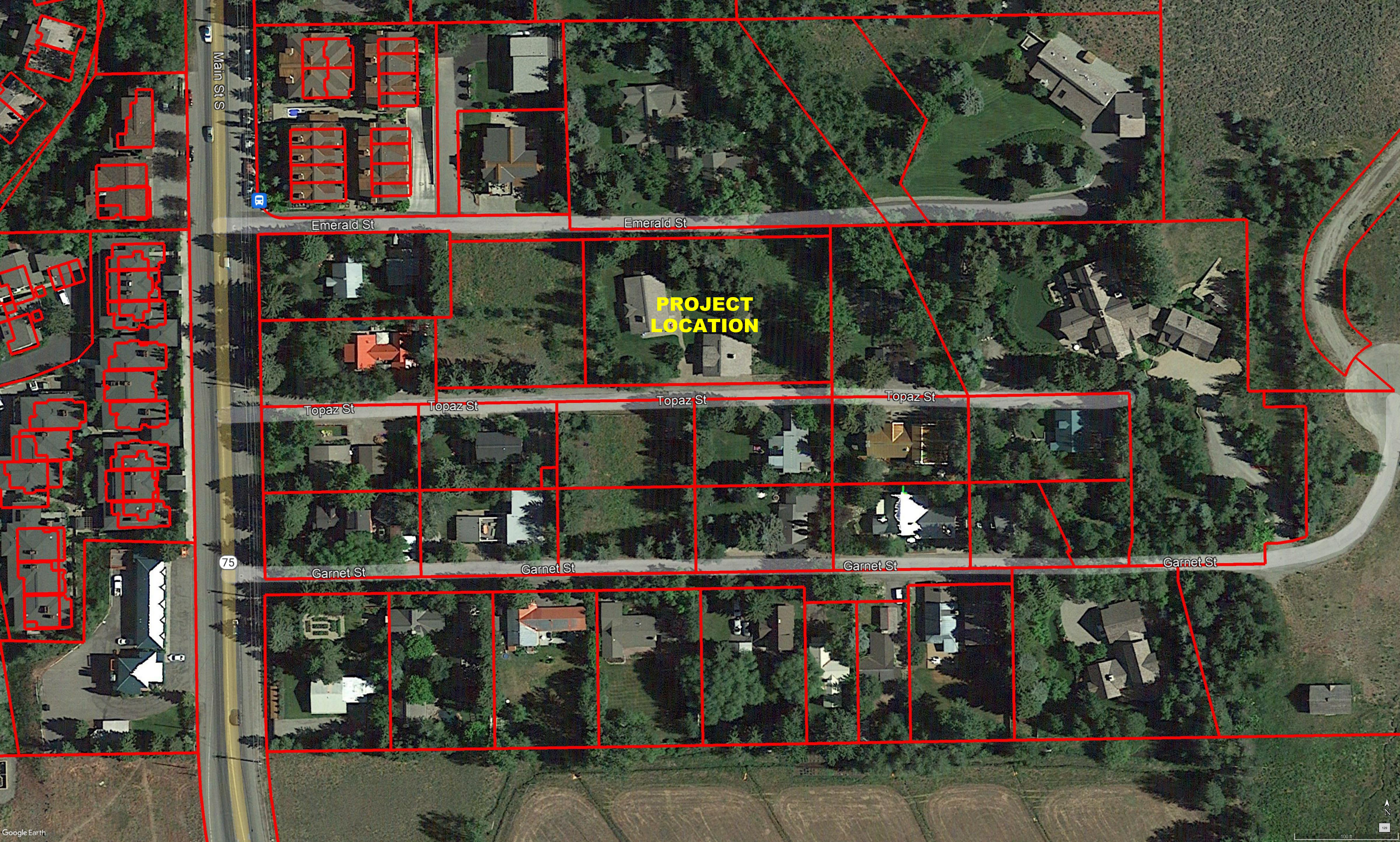
Final Plat
Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Replat of Lot 2, Gem Street Subdivision			
Owner of Record: Sallie Castle			
Address of Owner: PO Box 2422, Ketchum, ID 83340			
Representative of Owner: Sean Flynn / Galena Engineering			
Legal Description: Lot 2, Block 1, Gem Street Subdivision			
Street Address: 151 Topaz Street			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 33,093 Sq. Ft.			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: None			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
Public Utility and Snow Storage Easements, Turnaround Access Easement on Lot 2			
Briefly describe the improvements to be installed prior to final plat approval:			
Water and Sewer Services to Lot 2, Widening of Emerald Street			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

Sean Flynn Sean Flynn / Galena Engineering 12/8/2021
Applicant Signature Date



Main St S

Emerald St

Emerald St

PROJECT
LOCATION

Topaz St

Topaz St

Topaz St

Topaz St

Garnet St

Garnet St

Garnet St

Garnet St

75

Instrument # 676200

HAILEY, BLAINE, IDAHO
11-25-2020 1:20:05 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile



WARRANTY DEED

FOR VALUE RECEIVED

Fritz Xavier Haemmerle, a married man dealing with his sole and separate property, fifty percent (50%) interest and Reli Louise Haemmerle, an unmarried woman, fifty percent (50%) interest

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

Sallie Castle, an unmarried woman

GRANTEE(S) whose current address is: P.O. Box 2422, Ketchum, ID 83340

the following described premises, to-wit:

Lot 2, Block 1 of GEM STREET SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 675967, records of Blaine County, Idaho.

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

Dated this 25 day of November, 2020.

A handwritten signature in dark ink, appearing to read "Fritz Haemmerle", written over a horizontal line.

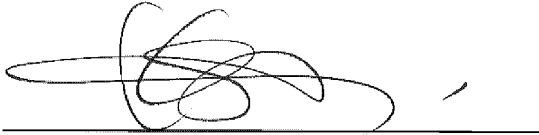
Fritz Xavier Haemmerle

A handwritten signature in dark ink, appearing to read "Reli Louise Haemmerle", written over a horizontal line.

Reli Louise Haemmerle

State of Idaho
County of Blaine

This record was acknowledged before me on 25 day of November, 2020, by Fritz Xavier Haemmerle and Reli Louise Haemmerle.



Notary Public Kathy Seal
My Commission Expires: 7.26.2023

(STAMP)





ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

COVERED RISKS

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


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

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700
Agent ID: 120037




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

9. LIMITATION OF LIABILITY

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

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

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 2022464

Policy No.: O-0000-340873208

Address Reference: 151 Topaz St., Ketchum, ID 83340
(For Company Reference Purposes Only)

Amount of Insurance: \$1,475,000.00

Premium: \$3,730.00

Date of Policy: November 25, 2020 at 1:20pm

1. Name of Insured:

Sallie Castle

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

Fee Simple

3. Title is vested in:

Sallie Castle

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

Lot 2, Block 1 of GEM STREET SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 675967, records of Blaine County, Idaho.

SCHEDULE B

File No.: 2022464

Policy No.: O-0000-340873208

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. 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.
2. 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.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (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.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
8. General taxes for the year 2021 and subsequent years, which are a lien due not yet payable.
9. Water and sewer charges of the City of Ketchum.
10. Ketchum rubbish charges billed by Clear Creek Disposal.
11. Facts evidenced by that certain Survey, recorded June 8, 2018, as [Instrument No. 652396](#), records of Blaine County, Idaho.
12. Indemnity Agreement, including the terms and provisions thereof, by and between Fritz X. Haemmerle and Reli L. Haemmerle and the City of Ketchum, recorded November 20, 2020 as [Instrument No. 675966](#), records of Blaine County, Idaho.
13. Notes, Easements and Restrictions, as shown on the plat of Gem Street Subdivision, recorded November 20, 2020 as [Instrument No. 675967](#), records of Blaine County, Idaho.



SCHEDULE B



Attachment B:

Application Materials – Final
Plat Plan Set

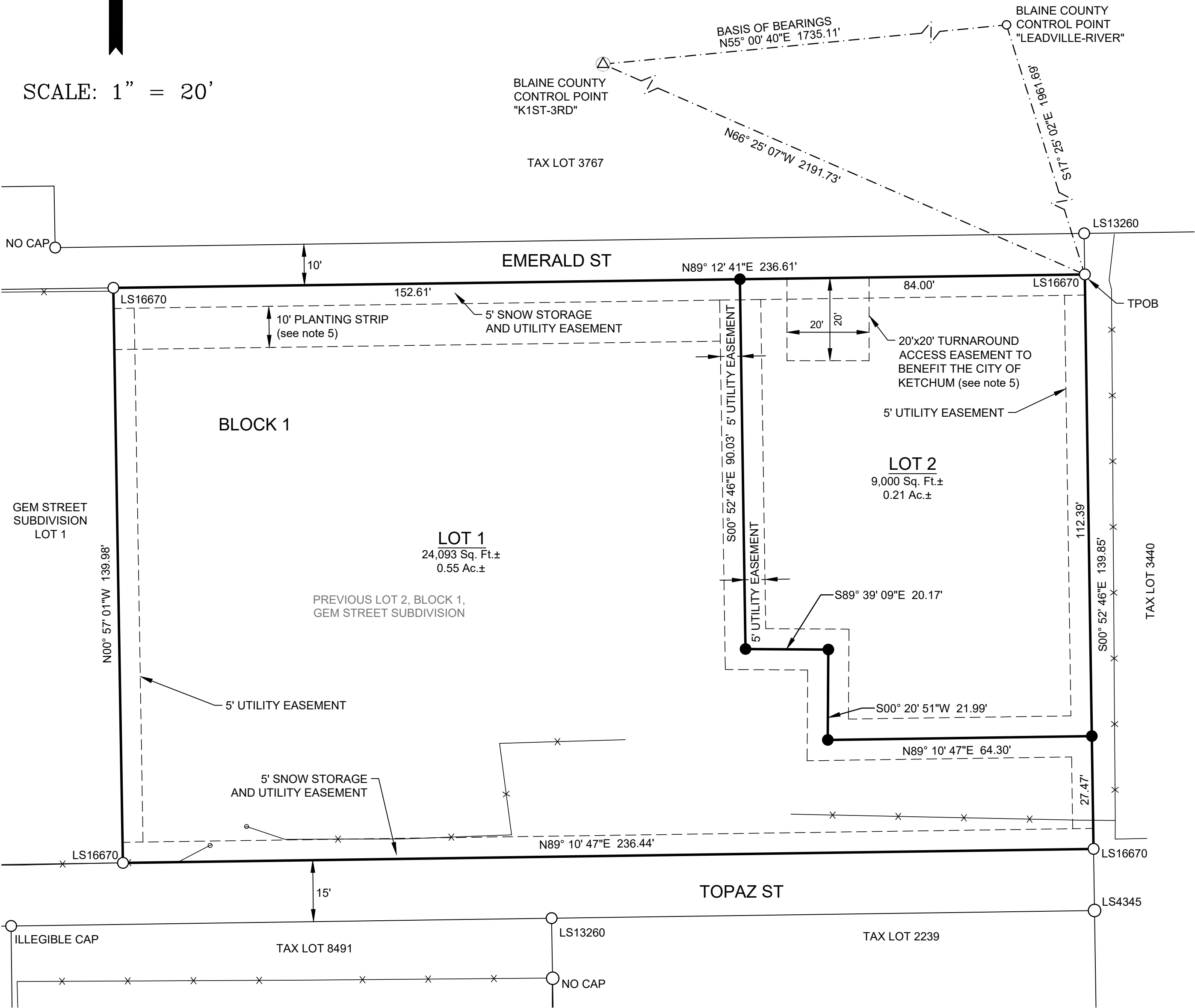
A PLAT SHOWING
REPLAT OF LOT 2 GEM STREET SUBDIVISION
WHEREIN LOT 2, BLOCK 1, GEM STREET SUBDIVISION IS SUBDIVIDED AS SHOWN HEREON
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
MARCH 2022



SCALE: 1" = 20'

LEGEND

- Property Boundary
- Adjoiner's Lot Line
- Easement, Type & Width as Shown
- Fence Line
- GIS Tie Line
- Found Aluminum Cap
- Found 1/2" Rebar
- Found 5/8" Rebar
- Set 5/8" Rebar, P.L.S. 16670

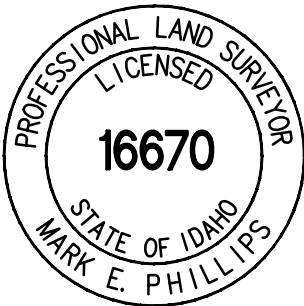


SURVEY NARRATIVE & NOTES

- The purpose of this survey is to subdivide Lot 2, Block 1, Gem Street Subdivision into Lots 1 & 2, Block 1, Replat of Lot 2 Gem Street Subdivision as shown hereon. The boundary shown is based on found monuments, and the plat of Gem Street Subdivision, Instrument Number 675966, records of Blaine County, Idaho. All found monuments have been accepted. Additional Documents used in the course of this survey include; Warranty Deeds, Instrument Numbers 132181, 132252, 229345, & 285434, all records of Blaine County, Idaho.
- A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 2022464, with a Date of Guarantee of November 25, 2020. 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.
- A 5' Utility Easement exists adjacent to all exterior lot lines and centered along all interior lot lines. All utilities to be installed underground.
- Parking of cars and other vehicles is prohibited along Emerald and Topaz Street within the City Right of Way, or within any asphalted areas of the Streets.
- As shown hereon, within Lot 2 there exists a 20 x 20 Turnaround Access Easement to benefit the City of Ketchum. This is to be used as a turnaround for Snow Plows and Emergency Access Vehicles. Parking is not permitted within this easement. Construction of driveway curb cuts for Lot 2 shall be restricted to the turnaround access easement location shown hereon.
- A 10' planting strip on Lot 1, as shown hereon, shall be devoted exclusively to landscaping. No vehicular access from Lot 1 onto Emerald Street is permitted.
- A 5' snow storage easement, as shown hereon, is reserved for use by the City of Ketchum for the placement of snow removed from public rights-of-way.

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

Date _____ South Central Public Health District



MARK E. PHILLIPS, P.L.S. 16670

REPLAT OF LOT 2 GEM
STREET SUBDIVISION

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2
Job No. 8074

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

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 2, BLOCK 1, GEM STREET SUBDIVISION

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

Sallie Castle

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____ 2022, before me, a Notary Public in and for said State, personally appeared Sallie Castle, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public in and for said State

Residing in _____

My Commission Expires _____

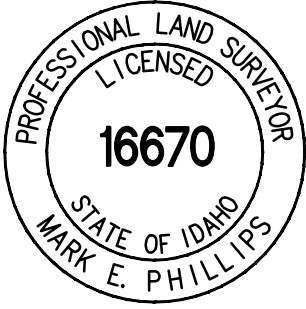
PROJECT ENGINEER’S CERTIFICATE

I, the undersigned, project engineer for a Replat of Lot 2 Gem Street Subdivision, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Sean M Flynn, PE 12497, Galena Engineering, INC

SURVEYOR’S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.



MARK E. PHILLIPS, P.L.S. 16670

BLAINE COUNTY SURVEYOR’S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2022, this plat was duly accepted and approved.

Tara Fenwick, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER 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 _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, City of Ketchum

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER’S CERTIFICATE

REPLAT OF LOT 2 GEM
STREET SUBDIVISION

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 2
Job No. 8074

Attachment C:

Draft – Findings of Fact,
Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:)
)
151 Topaz Street) KETCHUM CITY COUNCIL
Subdivision – Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 4, 2022) DECISION
)
File Number: 21-102)

PROJECT: 151 Topaz Street Subdivision

APPLICATION TYPE: Subdivision – Final Plat

FILE NUMBER: P21-102

ASSOCIATED APPLICATIONS: Subdivision Preliminary Plat (P21-034)

REPRESENTATIVE: Sean Flynn, Galena Engineering (Engineer)

OWNER: Sallie Castle

LOCATION: 151 Topaz (Lot 2, Block 1 – Gem Street Subdivision)

ZONING: Limited Residential (LR)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Subdivision Final Plat for the project on December 16, 2021. The application was deemed complete on February 1, 2022, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on February 24, 2022.

BACKGROUND

The Applicant is proposing to subdivide Lot 2 of the Gem Street Subdivision, located at 151 Topaz Street (the “subject property”) into two lots (the “project”). The subject property is zoned Limited Residential (LR) and has an existing single family dwelling unit and detached garage. The project proposes to retain the existing single family dwelling unit and garage and create a new 9,000 square foot lot on the eastern portion of the existing lot. The subdivision preliminary plat for the project was reviewed and approved by the Planning and Zoning Commission on October 26, 2021 and the City Council on November 18, 2021.

FINDINGS OF FACT

The Council, having reviewed the entire project record, provided notice, conducted the required public hearing, and considered the recommendation from the Planning and Zoning Commission, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING CONFORMANCE WITH THE PRELIMINARY PLAN

The subdivision preliminary plat was approved by the Ketchum City Council on November 18, 2021 with six conditions of approval. Below is an overview of the conditions and how the project is in conformance with each:

Condition #1: Prior to construction of required improvements, construction plans for proposed improvements to Emerald Street shall be reviewed and approved by the City Engineer.

- The applicant submitted construction plans and an estimate for the cost of construction with the application materials received for the application deemed complete on February 1, 2022.

Condition #2: The Final Plat application shall include a plat note restricting construction of driveway curb cuts on the new lot to the turnaround access easement location as shown on the preliminary plat.

- As shown on Sheet 1 of the Final Plat, plat note #5 indicates the permitted location of the driveway.

Condition #3: All fences located within snow storage easements must either be relocated or removed entirely and verified by a member of the City of Ketchum Planning staff, prior to approval of the Final Plat.

- As of the date of these findings, all fences have been removed.

Condition #4 - The Final Plat application shall not include Plat note 3 provided that all fences have been adequately removed or relocated.

- The referenced plat note has been removed per the condition.

Condition #5 - All right-of-way improvements shall be completed and accepted by the City of Ketchum City Engineer prior to approval of the Final Plat.

- Due to current weather, the owner is not able to construct the right-of-way improvements at this time. KMC Section 16.04.040.C - Performance Bond, allows the City Council to approve a Security Agreement stipulating the timing of required improvements in situations like this. The regulation requires the Owner to provide a performance bond to the City in the amount of 150% of the construction cost estimate. A Security Agreement was approved by City Council on April 4, 2022. The agreement outlines the required improvements, timing for completion, process for acceptance, and release of the performance bond. If the work is not completed by the date of the agreement, the city may elect to use the funds and complete the work according to the agreement. The Owner has a designated contractor for the work and a bid for the work showing completion of the project no later than August 15, 2022. This is an acceptable timeframe for the work provided it will be completed prior to winter 2022, when the improvements are most critical.

Condition #6 - Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

- The Final Plat was approved on April 4, 2022, approximately four months following preliminary plat approval. As outlined in condition of approval 2 for the final plat, the final plat must be recorded within one year of Council approval, April 4, 2023. Based on this timeframe, the final plat would be recorded within two year's of Council's approval of the preliminary plat.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			<i>Findings</i>	The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	As shown on Sheet 1, all elements of the preliminary plat are included on the final plat. Conditions of approval required the removal of certain plat notes as outlined above, and those have been removed. Required additional plat notes have been added. The final plat also shows all required easements for snow storage, turnaround access, planting strip, and utilities.
<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>	As shown on Sheet 1, the property is adjacent to the Gem Street Subdivision, and multiple tax lots.
<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>	As shown on Sheet 1, rights-of-way and widths are shown for Emerald and Topaz Streets.
<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>	As shown on Sheet 1, all easements are outlined and dimensioned. The plat notes on sheet 1 outline the purpose of all the easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Findings</i>	As shown on Sheet 1, there is only one block for the subdivision which is identified in the legal description.
<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>	N/A - No other dedications are proposed other than the snow storage easement and turnaround easement.
<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>	As shown on Sheet 1, the title of the final plat includes all required information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	The scale, north arrow, and date are included on Sheet 1 of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			<i>Findings</i>	The final plat designates Emerald Street and Topaz Street, which are the only existing streets. No additional streets are being created or dedicated.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	N/A – this final plat does not include the creation of a condominium or any common area requiring declarations or articles of incorporation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Findings</i>	Sheet 2 of the final plat includes a Surveyor Certificate and a Project Engineer Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			<i>Findings</i>	The title report, dated November 25, 2020, was used in the preparation of the final plat and is referenced in plat note 2 on Sheet 1 of the final plat.
<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>	Sheet 2 of the final plat includes the current owner of record information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	Sheet 2 includes a Project Engineer Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	Sheet 2 includes a City Engineer Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	Sheet 2 includes a City Clerk Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	The plat notes shown on Sheet 1 cover all requirements of the preliminary plat, any restrictive plat notes from the previous subdivision. Sheet 1 also includes the Health Certificate.

<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>	As part of the application materials, the applicant submitted design drawings for the public improvements required. The plans were prepared by a civil engineer licensed in the state. The plans were reviewed and approved by the City Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	As outlined above, Security Agreement #22761 was approved by City Council on April 4, 2022 outlining the amount of the performance bond, timing of improvements, and penalties for non-completion per the provisions of this section.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	Security Agreement #22761 outlines the requirement for as-built drawings per the provisions of this section.
<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>	

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the project site.
2. The Council has authority to review and recommend approval of the applicant's Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 151 Topaz St Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Final Plat Application File No. P21-102 this Monday, April 4, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Prior to recording of the Final Plat, the Security Agreement must be fully executed by all parties, and the performance bond must be received by the City of Ketchum.
2. Failure to record the Final Plat within one year of Council's approval of the Final Plat shall cause the Final Plat to be null and void.

Findings of Fact **adopted** this 4th day of April 2022.

Neil Bradshaw, Mayor
City of Ketchum

Attachment D:

Security Agreement 22761 and Exhibits

**SECURITY AGREEMENT FOR PUBLIC
INFRASTRUCTURE
AGREEMENT #22761**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 151 5 TH Ave W, Ketchum, Idaho 83340
Sallie Castle	"Owner"	P.O. Box 2422 Ketchum, ID 83340

This Security Agreement ("Agreement") is entered into as of the ____ day of ____ 2022, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Sallie Castle ("Owner").

RECITALS

- A. The Owner is the owner of real property located at 151 Topaz Street, Ketchum, ID 83340, Parcel Number RPK06150010020 (the "subject property").
- B. On November 18, 2021, a Subdivision Preliminary Plat was approved for the subject property (File No. 21-034), which subdivides the existing single lot into two separate lots.
- C. Pursuant to Preliminary Plat (File No. P21-034) approvals, the Owner is responsible for widening the asphalt on Emerald Street to a consistent 20 feet wide from the western property boundary to the eastern edge of the Turnaround Access Easement on the newly created lot. The Owner is also responsible for extension of water and sewer utilities to the newly created lot. The scope of work, design, and construction details for the asphalt widening and utility extension is shown on Exhibit A (the "Work").
- D. The Owner indicated to the City that required improvements cannot be constructed due to weather and requests approval of the final plat prior to completion of required improvements per the provisions of Ketchum Municipal Code (KMC) 16.04.040.C.- *Performance Bond*.
- E. Pursuant to KMC 16.04.040.C, City has requested certain financial assurance of Owner's performance of obligations relative to the asphalt widening and utility extensions.
- F. City received a cost estimate for the Work from a qualified construction and engineering professional as outlined in Exhibit B.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed upon by the Parties as follows:

1. **Performance Bond.** Prior to recording of the Final Plat, the Owner shall supply either a personal check or cashier's check in the amount of 150% of the amount indicated in Exhibit B, which is \$44,935.5.
2. **Completion.** The deadline for completion of the Work shall be not later than August 15, 2022. In the event the improvements are not constructed within the time allowed by this Agreement, the City may proceed with installation of the improvements. Such improvements shall be installed at the expense of the Owner. Owner shall be notified in writing of intent to draw funds from the performance bond. In the event the cost of installing the required improvements exceeds the amount of the bond, the Owner 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 owned by the Owner.
3. **Inspection.** The Owner, in completing the Work, shall make such available for City inspection, confirmation of compliance with City standards, and acceptance, by the City Engineer, prior to the City's return of the performance bond.
4. **As Built Drawings.** Following acceptance of the Work by the City Engineer, Owner shall provide two (2) sets of as built plans and specifications, certified by the Owner's engineer, to the City.
5. **Return of Guarantee.** Following acceptance of the Work by the City Engineer and receipt of as-built plans and specifications, City shall return the full amount of the performance guarantee to the Owner within 30 working days.
6. **Warranties and Guarantees.** Owner warrants and guarantees to City that all Work will be in accordance with the approvals and contracts associated with the Project and will not be defective. City and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Owner's warranty and guarantee.
7. **Correction Period.** If within eighteen (18) months after the date of acceptance, any portion of the Work is found to be defective, or if the repair of any damages to the Property, adjacent areas that Owner has arranged to use through construction easements or otherwise, and other adjacent areas used by Owner as permitted by Laws and Regulations, is found to be defective, then Owner shall promptly and without cost to City, correct such defective Work.
8. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing executed by the parties in the manner the Agreement was approved.
9. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.

10. **Attorney Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
11. **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.
12. **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.

DATED THIS ____ DAY OF _____ 2022.

Owner

City of Ketchum

Sallie Castle

Neil Bradshaw, Mayor

Attest:

Tara Fenwick, City Clerk

Exhibit A:

Right-of-Way Improvements
Design and Construction
Specifications

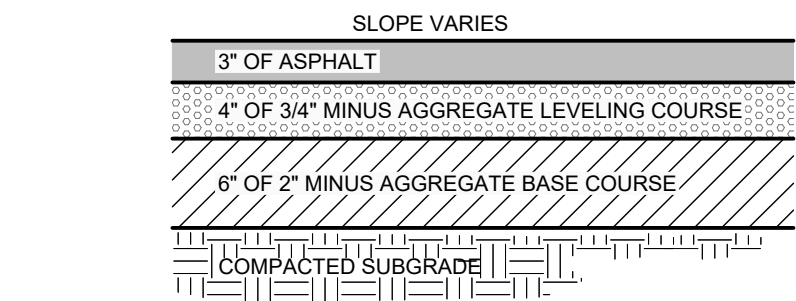
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this Project except by agreement with Galena Engineering, Inc.

GENERAL CONSTRUCTIONS NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.

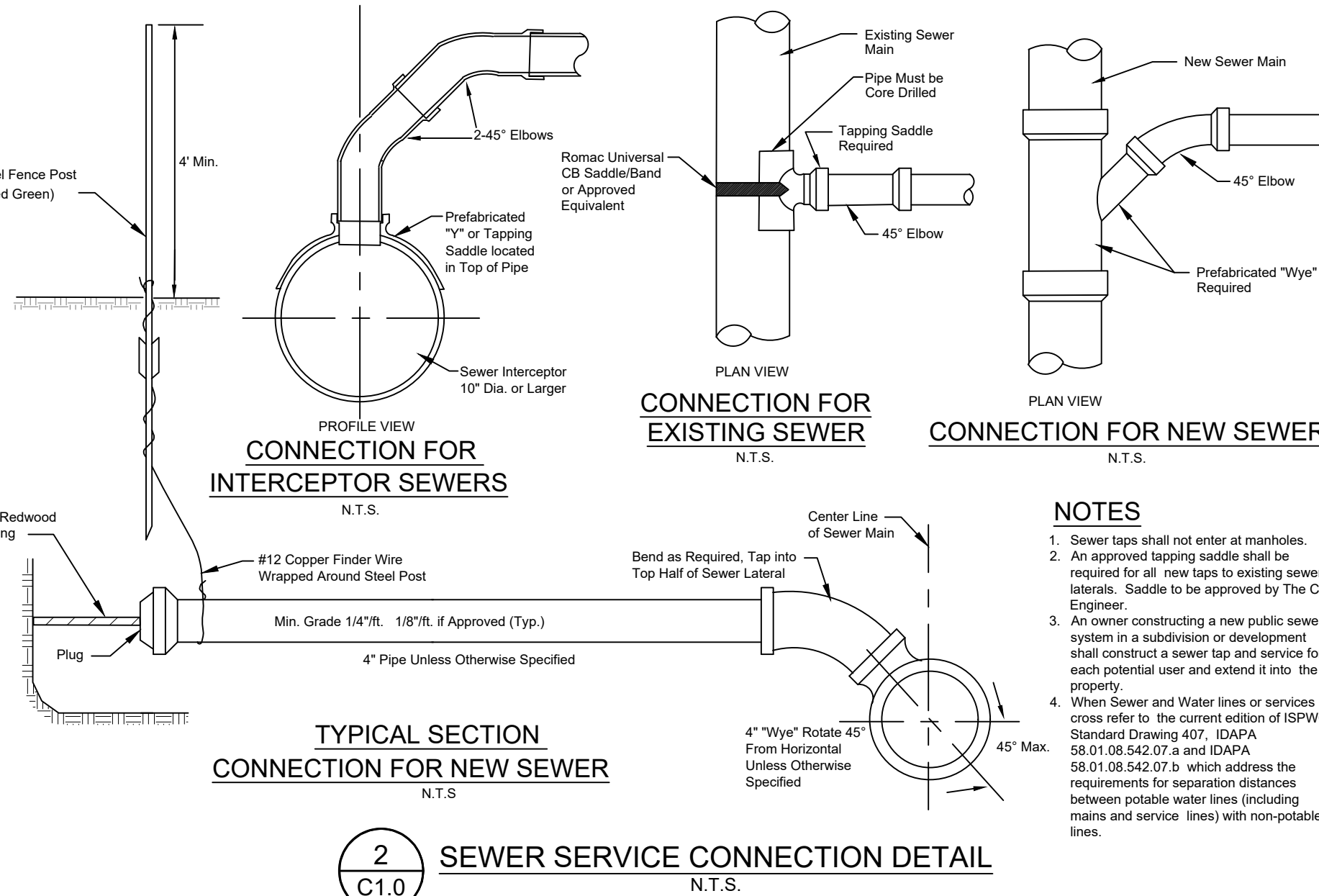
- PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED DUMP TRUCK, OR LOADED WATER TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.

- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPMC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED. PRIOR TO REPLACING ASPHALT, THE UNDERLYING SURFACE INCLUDING VERTICAL SAWCUT JOINTS SHALL BE CLEANED OF ALL DEBRIS AND A TACK COAT SHALL BE APPLIED TO ALL CURBS, SAWCUTS, OR OVERLAY SURFACES.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- ALL CONCRETE WORK SHALL CONFORM TO ISPMC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- ALL TRENCHING SHALL CONFORM TO ISPMC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS. ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- CONSTRUCTION OF WATER SERVICES AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER LINES.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER AND/OR UTILITY FRANCHISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING 12/02/2019. CONTOUR DATA IS PER BLAINE COUNTY LIDAR DATED 2015.

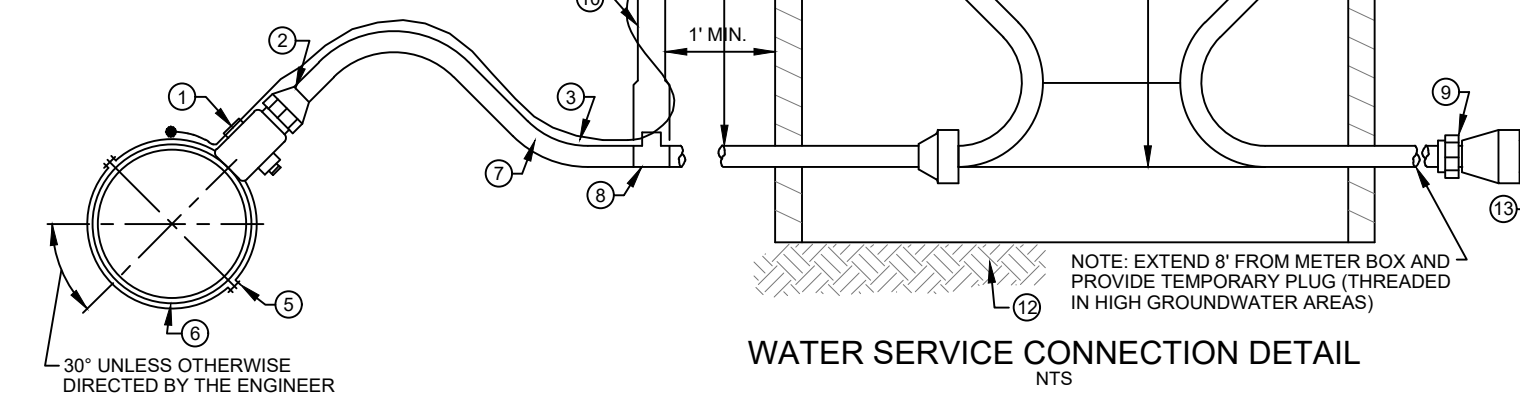


- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/2" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

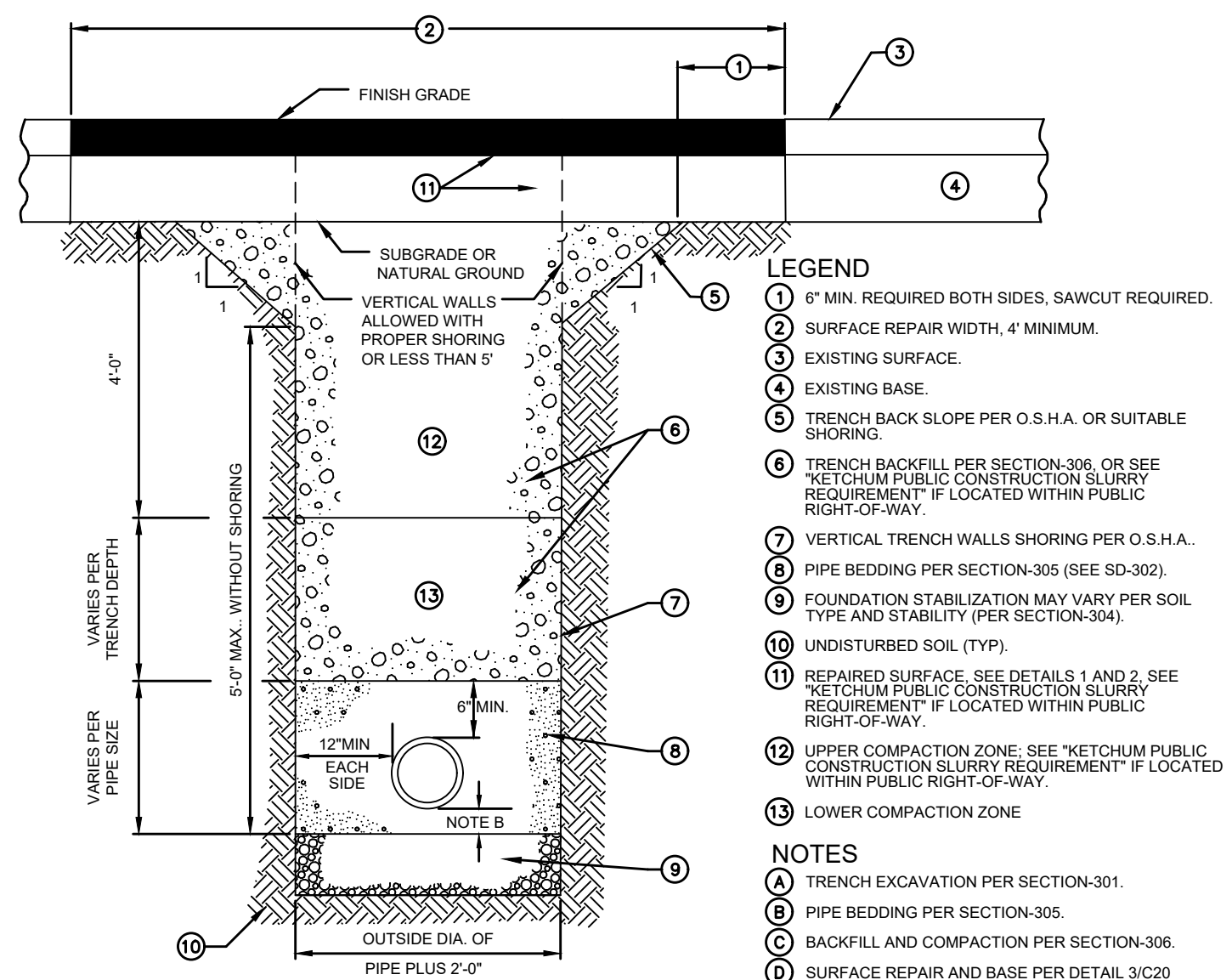
1 C1.0 TYPICAL ASPHALT SECTION
N.T.S.



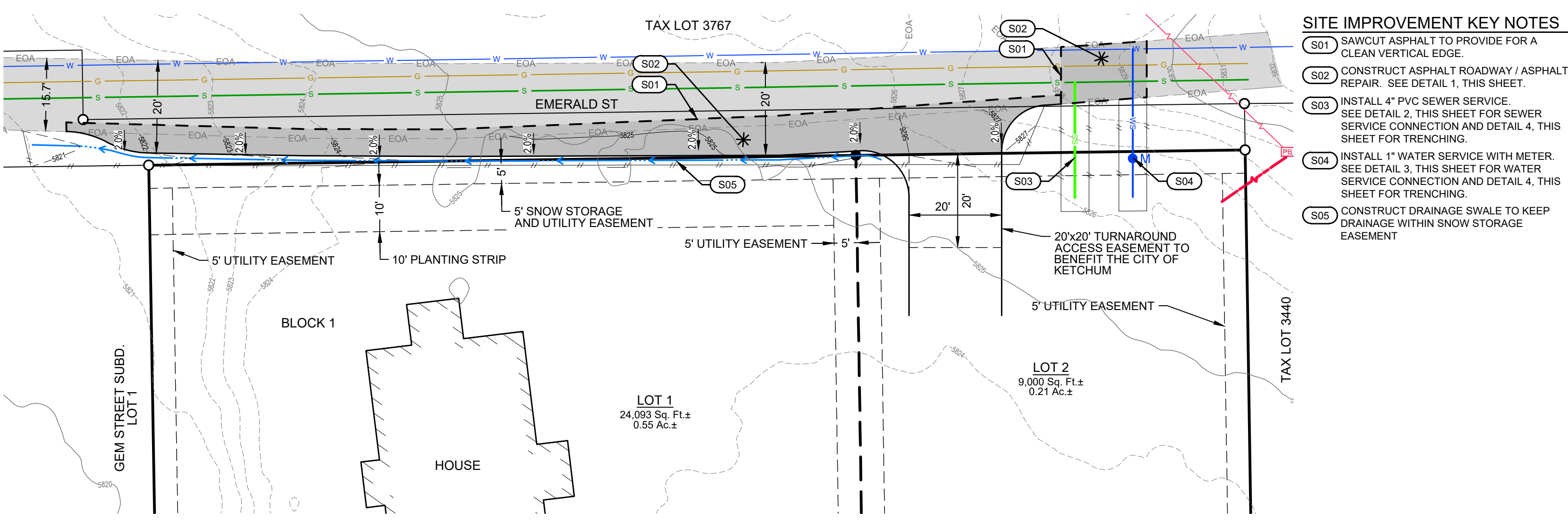
- NOTES:
- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.
 - NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.
 - SERVICE PIPE: ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE PIPE SDR 8, CLASS 200 IN IRON PIPE SIZE (DRISCO PIPE 8600 ULTRA LINE) 1".
 - SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS, TYPE IPS.
 - NO SERVICE CONNECTIONS WITHIN 18 INCHES OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES OR 2 Lx PIPE Ø. MAXIMUM TWO (2) SERVICE CONNECTIONS PER STICK OF PIPE.
 - ELEVATION SET OF METER LID PER LOCAL REQUIREMENTS.



- LEGEND
- CORP STOP WITH COMPRESSION COUPLING FORD MODEL F-1100 OR APPROVED EQUAL.
 - MUELLER H-15072.
 - NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
 - MUELLER 18" DIA OPENING LID OR APPROVED EQUAL, 2" DIA HOLE IN LID FOR RADIO READ UNIT, LIDS AND FRAMES LOCATED IN PAVED OR GRAVEL AREAS WHICH WILL RECEIVE VEHICULAR TRAFFIC SHALL BE H-20 RATED, D&L SUPPLY D-0610 RING WITH SOLID LID OR APPROVED EQUAL.
 - STAINLESS STEEL SADDLE.
 - WATER MAIN.
 - FORD MODEL B-111 RESILIENT SEAT, CURB BALL VALVE OR APPROVED EQUAL.
 - DOUBLE PURPOSE COUPLING.
 - STANDARD KETCHUM STYLE VALVE BOX WITH ERIE STYLE LID AND ATTACHED ROD.
 - 18" DIA. X 72" DEEP MUELLER THERMA COIL METER VAULT OR APPROVED EQUAL NOTCH FOR SERVICE LATERALS.
 - FIRM UNDISTURBED EARTH. (SET TILE ON 2" X 22" DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS).
 - PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER AREAS).

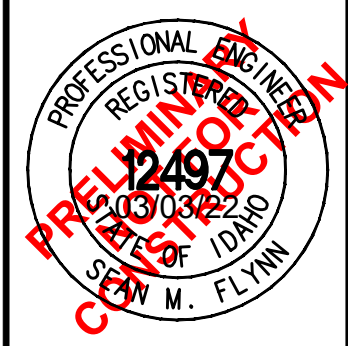


- KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**
- IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:
- COARSE AGGREGATE (4" MINUS) 2,600 LBS.
SAND 800 LBS.
PORTLAND CEMENT 94 LBS.
WATER 11 GAL (MAX.)
- WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.
- NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.



- SITE IMPROVEMENT KEY NOTES**
- SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
 - CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1, THIS SHEET.
 - INSTALL 4" PVC SEWER SERVICE. SEE DETAIL 2, THIS SHEET FOR SEWER SERVICE CONNECTION AND DETAIL 4, THIS SHEET FOR TRENCHING.
 - INSTALL 1" WATER SERVICE WITH METER. SEE DETAIL 3, THIS SHEET FOR WATER SERVICE CONNECTION AND DETAIL 4, THIS SHEET FOR TRENCHING.
 - CONSTRUCT DRAINAGE SWALE TO KEEP DRAINAGE WITHIN SNOW STORAGE EASEMENT.

REPLAT OF LOT 2 GEM ST. SUBD. (151 TOPAZ ST)
SITE IMPROVEMENT PLAN
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PROJECT INFORMATION
Prepared for: Galena Engineering
Project: 151 Topaz St. Subd. (151 Topaz St.)
Date: 01/27/22 4:27:06 PM



CT DESIGNED BY
CT DRAWN BY
SMF CHECKED BY

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

PURPOSE: ISSUE FOR DESIGN REVIEW		REVISIONS	
NO.	DATE	BY	

C1.0

Exhibit B:

Right-of-Way Improvements
Construction Cost Estimate



Lunceford Excavation
alabama626@gmail.com

P.O. Box 739
Ketchum, Idaho
83340
United States

Prepared For
Sallie Castle
PO Box 2422
Ketchum, Idaho
83340

Estimate Date
03/07/2022

Estimate Number
12057

Reference
Emerald Street

Description	Rate	Qty	Line Total
Emerald Street	\$0.00	1	\$0.00
Core Out-Prep for Asphalt-New Drainage Swale	\$10,820.00	1	\$10,820.00
New Asphalt	\$9,187.00	1	\$9,187.00
New 1" Water Service and Vault	\$5,600.00	1	\$5,600.00
New 4" Sewer Service	\$4,350.00	1	\$4,350.00
Work to be completed by August 15th 2022	\$0.00	1	\$0.00
Subtotal			29,957.00
Tax			0.00
Estimate Total (USD)			\$29,957.00

Terms

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. All material is guaranteed to be as specified. All work to be completed in a substantial workman like manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be expected only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, flood, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Any asbestos or other unforeseen conditions will be billed on a Time and Materials basis

All abnormal soil conditions,such as rock,caliche,water in excavation and any other unforeseen soil conditions will be billed on an agreed upon amount between client and Lunceford Excavation

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

X_____ (Client)

X_____ (Lunceford Excavation)

Attachment E:
Staff Report and Attachments –
November 18, 2021 City
Council Meeting



City of Ketchum

November 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the 151 Topaz Street Subdivision Preliminary Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Preliminary Plat and adopt the Findings of Fact, Conclusion on Law, and Decision for a subdivision submitted by Sean Flynn, PE, of Galena Engineering on behalf of the property owner, Sallie Castle. The request is a subdivision of Lot 2, Block 1 of the Gem Street Subdivision into two separate lots at 151 Topaz in the Limited Residential (LR) zone district.

Recommended Motion: "I move to approve the 151 Topaz Street subdivision preliminary plat application, as conditioned, and adopt the findings of fact, conclusions of law, and decision, as it conforms to all applicable subdivision regulations for a preliminary plat."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission reviewed the application and unanimously voted to recommend approval, as conditioned, on October 26, 2021.
- All city departments have reviewed the proposal and have no issue with the proposed subdivision.

Introduction and History

The Applicant is proposing to subdivide Lot 2 of the Gem Street Subdivision, located at 151 Topaz Street (the "subject property") into two lots (the "project"). The subject property is zoned Limited Residential (LR) and has an existing single family dwelling unit and detached garage. The project proposes to retain the existing single family dwelling unit and garage and create a new 9,000 square foot lot on the eastern portion of the existing lot. See Attachment B for the preliminary plat illustrating the location of the existing dwelling unit and proposed lot lines for the new lot.

The City of Ketchum received the application for Subdivision Preliminary Plat on April 5, 2021. The application was deemed complete on June 9, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on June 25, 2021. All department comments have been addressed satisfactorily.

Analysis

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.040 – *Development and Design*. Title 16 of the

KMC outline, subdivisions of land and required improvements shall be in conformance with the city's comprehensive plan and that lots created through the subdivision process meet the dimensional standards for the applicable zone district as outlined in Title 17.

As outlined in the proposed Findings of Fact (Attachment C), staff and the Planning and Zoning Commission believe the application conforms to the 2014 Ketchum Comprehensive Plan as it forwards the goals and policies in Chapter 3: *Housing*, Chapter 4: *Community Design and Neighborhoods*, and Chapter 9: *Public Safety and Utilities* that relate to the proposed application. Additionally, the application conforms to the "Low Density Residential" designation of the property on the Future Land Use Map (FLUM) within the plan.

As outlined in Attachment C, the proposed application meets all dimensional standards in the LR zone district including lot area, minimum lot width, and building setback lines.

Please see Attachment C for the review of all subdivision requirements and standards. Where "N/A" is checked, the standard is not applicable for one of the following reasons:

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

Emerald Street is classified as a residential street, requiring a minimum right-of-way of 60 feet. Emerald Street, unlike some streets in the Gem Street Neighborhood, has partial designated right-of-way. However, the right-of-way is minimal. West of the property, the right-of-way is 25 feet but narrows to only 10 feet adjacent to the subject property, turning into a private driveway at the eastern property boundary. The subdivision regulations require that all streets meet the minimum standards as outlined in Chapter 12.04, however, this pertains to the creation of new subdivisions and the construction of new streets. The original Gem Street Subdivision, approved in November 2020, dedicated the 10 feet of right-of-way adjacent to the subject property. Additional right-of-way dedication to achieve a consistent 25 feet must come from the adjacent property to the north if or when it develops in the future. The goal for this application is to meet or exceed the minimum width and improvements required for efficient maintenance (primarily snow removal) and emergency service access.

The following items are required to achieve this:

- 5-foot Snow storage and utility easement along Emerald Street
- Designation of driveway curb cut location onto Emerald Street from the new lot, see recommended condition of approval #1
- Widening of pavement within the right of way to a consistent 20 feet from the western property boundary to the eastern side of the designated driveway access point of the new lot to meet minimum fire access requirements
- 20x20 access easement on the new lot for the city to facilitate maneuvering of snowplows or other equipment

Plat note #3 of the original Gem Street Subdivision noted that existing fences within the snow storage easement were allowed to remain until their respective lots are developed. This subdivision application is considered a "development", therefore, the fences along Emerald Street on the subject property must be removed prior to approval of the final plat. Staff recommends condition of approval #2 to address this item.

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

1. Prior to construction of required improvements, construction plans for proposed improvements to Emerald Street shall be reviewed and approved by the City Engineer.

2. The Final Plat application shall include a plat note restricting construction of driveway curb cuts on the new lot to the turnaround access easement location as shown on the preliminary plat.
3. All fences located within snow storage easements must either be relocated or removed entirely and verified by a member of the City of Ketchum Planning staff, prior to approval of the Final Plat.
4. The Final Plat application shall not include Plat note 3 provided that all fences have been adequately removed or relocated.
5. All right-of-way improvements shall be completed and accepted by the City of Ketchum City Engineer prior to approval of the Final Plat.
6. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Sustainability

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

Financial Impact

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

Attachments

- A. Application and supplemental materials
- B. Preliminary Plat Plan Set
- C. Draft City Council Findings of Fact, Conclusions of Law, and Decision

Attachment A:

Application and Supplemental Materials



City of Ketchum
Planning & Building

CERTIFIED
COMPLETE

6-2-21
mf

OFFICIAL USE ONLY

Application Number: P21-034
Date Received: 4-5-21
By: mf
Fee Paid: 2600.00
Approved Date:
By:

Preliminary Plat

Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: <u>Byoux Subdivision</u>			
Owner of Record: Sallie Castle			
Address of Owner: PO Box 2422, Ketchum, ID 83340			
Representative of Owner: Sean Flynn / Galena Engineering			
Legal Description: Lot 2, Block 1, Gem Street Subdivision			
Street Address: 151 Topaz Street			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 33,093 Sq. Ft.			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: None			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
Public Utility Easements			
Briefly describe the improvements to be installed prior to final plat approval:			
Water and Sewer Services to Lot 2			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

Sean Flynn

Sean Flynn / Galena Engineering

04/02/2021

Applicant Signature

Date

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

TRANSMITTAL LETTER

DATE: April 2, 2021

TO: Abby Riven, Planner
City of Ketchum
480 East Avenue North
Ketchum, ID 83340

SUBJECT: Castle Subdivision Preliminary Plat Application

TRANSMITTED: X Herewith

Separate Cover

By Carrier

REMARKS:

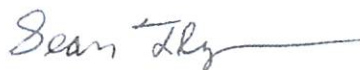
Abby,

Attached please find:

- Application
- Application fee of \$2600 (\$1300 per lot)
- 1 copy of the preliminary plat (with and without aerial)
- Title Report and Deed

This application is to subdivide Lot 2 of Gem Street Subdivision, into 2 lots. Please feel free to contact me if you have any questions or comments, or if you need any additional information. I appreciate your assistance.

Sincerely,



Sean Flynn, PE
GALENA ENGINEERING, INC.



ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

COVERED RISKS

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


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

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700
Agent ID: 120037




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

9. LIMITATION OF LIABILITY

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 2022464

Policy No.: O-0000-340873208

Address Reference: 151 Topaz St., Ketchum, ID 83340
(For Company Reference Purposes Only)

Amount of Insurance: \$1,475,000.00

Premium: \$3,730.00

Date of Policy: November 25, 2020 at 1:20pm

1. Name of Insured:

Sallie Castle

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

Fee Simple

3. Title is vested in:

Sallie Castle

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

Lot 2, Block 1 of GEM STREET SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 675967, records of Blaine County, Idaho.

SCHEDULE B

File No.: 2022464

Policy No.: O-0000-340873208

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. 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.
2. 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.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (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.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
8. General taxes for the year 2021 and subsequent years, which are a lien due not yet payable.
9. Water and sewer charges of the City of Ketchum.
10. Ketchum rubbish charges billed by Clear Creek Disposal.
11. Facts evidenced by that certain Survey, recorded June 8, 2018, as [Instrument No. 652396](#), records of Blaine County, Idaho.
12. Indemnity Agreement, including the terms and provisions thereof, by and between Fritz X. Haemmerle and Reli L. Haemmerle and the City of Ketchum, recorded November 20, 2020 as [Instrument No. 675966](#), records of Blaine County, Idaho.
13. Notes, Easements and Restrictions, as shown on the plat of Gem Street Subdivision, recorded November 20, 2020 as [Instrument No. 675967](#), records of Blaine County, Idaho.



SCHEDULE B



INDEMNITY AGREEMENT

Effective this 12th day of November 2020, Fritz X. Haemmerle and Reli L. Haemmerle (collectively "Owners") and the City of Ketchum ("City"), hereby enter into this Indemnity Agreement ("Agreement") as follows:

RECITALS:

WHEREAS the City approved a lot line shift Application filed by the Owners;

WHEREAS, as part of the approval, the City estabished certain right of ways and snow storage easements for the Lots. The Lots are described as follows:

Lots 1 and 2, Gem Street Subdivisions, according to the Official Plat of record, records of Blaine County, State of Idaho.

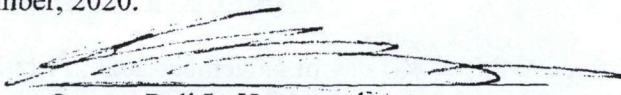
WHEREAS, the City allowed the Owners to keep their fences in place as a condition of approval of the Application, provided the Owners indemnify and hold the City harmless for damages caused to the fences by the City, so long as the existing fences are located in the right of way or snow storage easements; now therefore

The Parties AGREE AS FOLLOWS:

1. Incorporation of Recitals. The Recitals are incorporated into and made a part of this Agreement.
2. Indemnification. So long as the existing fences are located within the right of way or snow storage easements, as set out in the Gem Street Subdivision Plat, the Owners, on behalf of their agents affiliates, attorneys, successors, and assigns, do fully, finally and forever release and discharge the City against all loses and expenses arising from the City's maintenance of its street, right of ways or easements. If the fences are relocated out of the right of ways or snow storage easement, this indemnification is null and void.
3. Governing Law, Jurisdiction and Venue. This Settlement Agreement and Mutual Release shall be governed by the laws of the State of Idaho. Jurisdiction and venue shall be in Blaine County, State of Idaho.
4. Entire Agreement. This Agreement, together with the accompanying exhibit, constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, agreements, correspondence, conversations, and negotiations.
5. Binding Effect. This Agreement and the Exhibits attached hereto shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and permitted assigns.

INDEMNITY AGREEMENT - 1

Date: This 12 day of November, 2020.


Owner, Reli L. Haemmerle

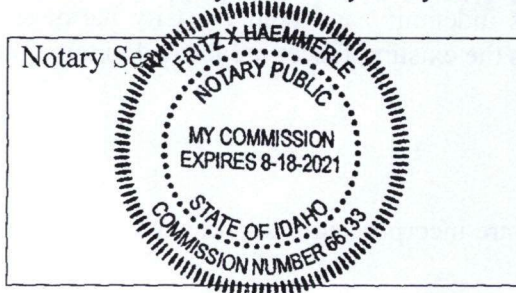
STATE OF IDAHO)

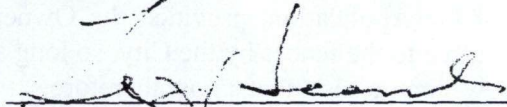
)ss.

COUNTY OF BLAINE.)

On this 12 day of Nov. 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Reli L. Haemmerle, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that executed the same as his voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.




(Signature of Notary)

My Commission Expires: 8/18/21


INDEMNITY AGREEMENT - 3

6. Counterparts and Fax Signatures. This Settlement Agreement and Mutual Release may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All parties may sign this Settlement Agreement and Mutual Release with fax signatures.

7. Attorney Fees and Costs. In the event of a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party his reasonable attorney's fees and costs incurred therein whether or not a lawsuit is ever filed and on any appeals.

For OWNERS:

Date: This 12th day of November, 2020.


Owner, Fritz X. Haemmerle

STATE OF IDAHO

)

)ss.

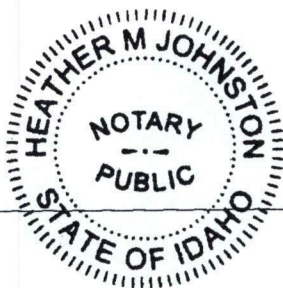
COUNTY OF BLAINE.


)

On this 12th day of November 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Fritz X. Haemmerle, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that executed the same as his voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal




(Signature of Notary)

My Commission Expires: 9-14-2020

INDEMNITY AGREEMENT - 2

BCT
BLAINE COUNTY TITLE

Electronically recorded — Do not
remove the county stamped first
page as it is now incorporated as
part of the original document.

WARRANTY DEED

FOR VALUE RECEIVED

Fritz Xavier Haemmerle, a married man dealing with his sole and separate property, fifty percent (50%) interest and Reli Louise Haemmerle, an unmarried woman, fifty percent (50%) interest

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

Sallie Castle, an unmarried woman

GRANTEE(S) whose current address is: P.O. Box 2422, Ketchum, ID 83340

the following described premises, to-wit:

Lot 2, Block 1 of GEM STREET SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 675967, records of Blaine County, Idaho.

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

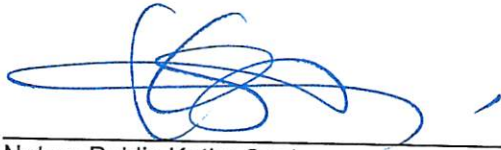
Dated this 25 day of November, 2020.


Fritz Xavier Haemmerle


Reli Louise Haemmerle

State of Idaho
County of Blaine

This record was acknowledged before me on 25 day of November, 2020, by Fritz Xavier Haemmerle and Reli Louise Haemmerle.



Notary Public Kathy Seal
My Commission Expires: 7.26.2023

(STAMP)



Attachment B:

Preliminary Plat Plan Set

A PLAT SHOWING
REPLAT OF LOT 2 GEM STREET SUBDIVISION
WHEREIN LOT 2, BLOCK 1, GEM STREET SUBDIVISION IS SUBDIVIDED AS SHOWN HEREON
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
AUGUST 2021

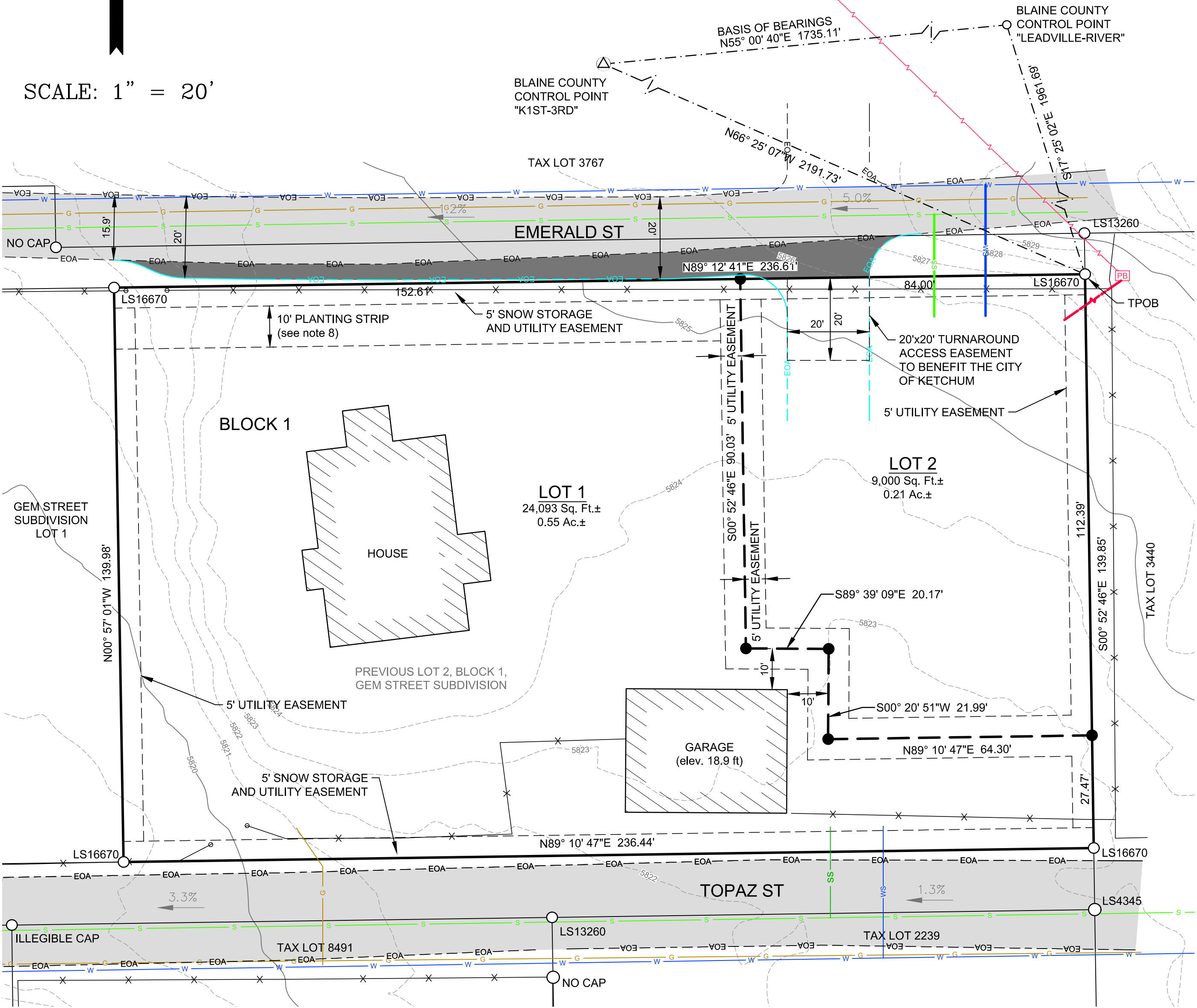


SCALE: 1" = 20'



LEGEND

	Property Boundary
	Proposed Lot Line
	Adjoiner's Lot Line
	Easement, Type & Width as Shown
	Fence Line
	GIS Tie Line
	Existing Sewer Main
	Existing Sewer Service
	Proposed 4" Sewer Service
	Existing Water Main
	Existing Water Service
	Proposed 3/4" Water Service
	Existing Gas Line
	Existing Overhead Powerline
	Proposed Underground Power Service
	1' Contour Interval
	5' Contour Interval
	Existing Edge of Asphalt Line
	Proposed Edge of Asphalt Line
	Proposed Asphalt
	Existing Building
	Found Aluminum Cap
	Found 1/2" Rebar
	Found 5/8" Rebar
	Set 5/8" Rebar, P.L.S. 16670
	Approximate Existing Drainage Direction and Grade
	Existing Power Transformer

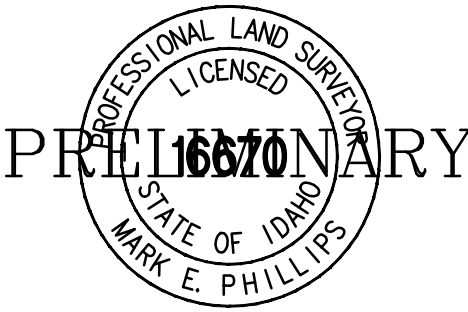


SURVEY NARRATIVE & NOTES

- The purpose of this survey is to subdivide Lot 2, Block 1, Gem Street Subdivision into Lots 1 & 2, Block 1, Replat of Lot 2 Gem Street Subdivision as shown hereon. The boundary shown is based on found monuments, and the plat of Gem Street Subdivision, Instrument Number 675966, records of Blaine County, Idaho. All found monuments have been accepted. Additional Documents used in the course of this survey include; Warranty Deeds, Instrument Numbers 132181, 132252, 229345, & 285434, all records of Blaine County, Idaho.
- A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 2022464, with a Date of Guarantee of November 25, 2020. 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.
- As shown hereon, there are existing fences within the proposed snow storage easements. Said fences will be allowed to remain until their respective lots are developed. At that time, the fences will be required to be removed from the snow storage easements, and these easements will be required to be kept clear of obstructions. An indemnification agreement is recorded under Instrument Number 675966, records of Blaine County Idaho, to indemnify the City of Ketchum from any damage to the fences prior to their removal.
- The current zoning is Limited Residential. Refer to the City of Ketchum Zoning Ordinance for more information about this zone.
- The owner and subdivider is Sallie Castle, PO Box 2422, Ketchum, ID 83343. The representative is Sean Flynn, Galena Engineering, Inc., 317 N River St., Hailey, ID 83333.
- A 5' Utility Easement exists adjacent to all exterior lot lines and centered along all interior lot lines. All utilities to be installed underground.
- Parking of cars and other vehicles is prohibited along Emerald and Topaz Street within the City Right of Way, or within any asphalted areas of the Streets.
- A 10' planting strip on Lot 1, as shown hereon, shall be devoted exclusively to landscaping. No vehicular access from Lot 1 onto Emerald Street is permitted.
- A 5' snow storage easement, as shown hereon, is reserved for use by the City of Ketchum for the placement of snow removed from public rights-of-way.

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

Date _____ South Central Public Health District



REPLAT OF LOT 2 GEM STREET SUBDIVISION
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 2
Job No. 8074

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

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 2, Gem Street Subdivision

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

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

Sallie Castle

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____ 20____, before me, a Notary Public in and for said State, personally appeared Sallie Castle, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

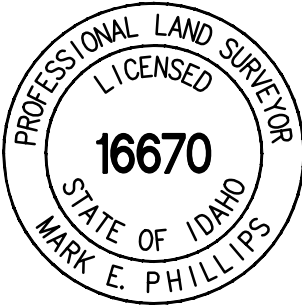
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

SURVEYOR’S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR’S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys

Sam Young, P.L.S. 11577
Blaine County Surveyor

Date

KETCHUM CITY ENGINEER’S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2021.

City Engineer

KETCHUM CITY COUNCIL’S APPROVAL

I, _____, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision-Ordinance.

By: _____

Date

Certified by City Clerk

By: _____

Date

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER’S CERTIFICATE

Attachment C:

Draft City Council Findings of
Fact, Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:)	
)	
151 Topaz Street)	KETCHUM CITY COUNCIL
Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: November 18, 2021)	DECISION
)	
File Number: 21-034)	

PROJECT: 151 Topaz Street Subdivision

APPLICATION TYPE: Subdivision – Preliminary Plat

FILE NUMBER: P21-034

ASSOCIATED APPLICATIONS: None

REPRESENTATIVE: Sean Flynn, Galena Engineering (Engineer)

OWNER: Sallie Castle

LOCATION: 151 Topaz (Lot 2, Block 1 – Gem Street Subdivision)

ZONING: Limited Residential (LR)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for Subdivision Preliminary Plat on April 5, 2021. The application was deemed complete on June 9, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on June 25, 2021.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 6, 2021. The public hearing notice was published in the Idaho Mountain Express and the city’s website on October 6, 2021. A notice was posted on the project site on October 19, 2021.

The Planning & Zoning Commission (the “Commission”) considered the Subdivision Preliminary Plat application (Application File No. P21-034) during the regular meeting on October 26, 2021. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Commission voted

to recommended approval of the Subdivision Preliminary Plat application to the City Council with a vote of 4 to 1.

BACKGROUND

The Applicant is proposing to subdivide Lot 2 of the Gem Street Subdivision, located at 151 Topaz Street (the “subject property”) into two lots (the “project”). The subject property is zoned Limited Residential (LR) and has an existing single family dwelling unit and detached garage. The project proposes to retain the existing single family dwelling unit and garage and create a new 9,000 square foot lot on the eastern portion of the existing lot. See Attachment B for the preliminary plat illustrating the location of the existing dwelling unit and proposed lot lines for the new lot.

FINDINGS OF FACT

The Council, having reviewed the entire project record, provided notice, conducted the required public hearing, and considered the recommendation from the Planning and Zoning Commission, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING CONFORMANCE WITH THE COMPREHENSIVE PLAN

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city.

Specifically, the plan includes goals and policies in Chapter 3: Housing, Chapter 4: Community Design and Neighborhoods, and Chapter 9: Public Safety and Utilities that relate to the proposed application.

- Housing Goal H-1: Ketchum will increase its supply of homes, including rental and special-needs housing for low, moderate, and median-income households.
 - Although the city cannot require the future owner or development of the proposed lot be targeted for a certain type of household or income category, the addition of a lot provides an opportunity to construct one additional dwelling unit and one additional accessory dwelling unit than exists today. Policy H-1.3 of this goal discusses the desire to integrate affordable housing into neighborhoods. Additionally, Policy H-1.5 states that “the community will continue to support and encourage construction of accessory dwelling units within residential areas to provide affordable housing.” The approval of the proposed application assists in achieving these goals.
- Community Design and Neighborhoods Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
 - Policy CD-1.3 discusses infill and redevelopment projects. The policy emphasizes the importance of contextually appropriate projects. Specifically, projects should consider natural and manmade features adjoining a development site, not a certain style. In contrast to that, the plan also states that each neighborhood or district should include a mix of design elements that will reinforce its unique design (Policy CD-1.1). The subject property is located within the Gem Street Neighborhood, one of the oldest and least modified neighborhoods in the community. Many of the lots are large with smaller footprint log cabin or A-frame residential dwelling units. Some properties include a detached garage in addition to the primary dwelling unit. The subject property is one of

- the larger lots in the Gem Street Neighborhood, equivalent to almost four of the properties found to the south and west. As the application is a request to create one lot, not multiple lots, the perceived impact of the subdivision may be less.
- Subdivision of property often results in the construction of new homes, sometimes reflective of current architectural trends or styles that may contradict the unique design of the neighborhood as it sits today. Although the lot sizes may be like the surrounding neighborhood, design of the future structure may differ. Design review is not required for single family dwelling units.
 - Public Safety and Utilities Goal PDU-3: Provide safety related capital improvements in conjunction with new development.
 - Policy PSU-3.2 outlines that infill development and redevelopment should be encouraged where excess utility capacity is available. Policy PSU-1.1 discusses that the city will continue to provide high-quality police and emergency services. The Gem Streets are a neighborhood where providing street maintenance and emergency services is very challenging. Most areas do not have dedicated public right-of-way and where right-of-way exists, it is substandard in width and level of improvements. Public improvements required for redevelopment of property is one of the few ways the city can offer greater levels of service to the neighborhood through right-of-way dedications and physical improvements to streets and drainage.
 - Future Land Use Map (FLUM)
 - The FLUM designates the subject property as “Low Density Residential”. Primary uses for this land use designation include “Single-family and duplex residences and accessory units.” The plan also states that “the average density of a residential area in this category is not to exceed about five units per acre.” A density of five units per acre equates to approximately one primary dwelling unit per 8,700 square feet of land. The new lot is 9,000 square feet, which is the minimum lot size in the LR zone district. Accessory dwelling units are not counted in density calculations as they are considered accessory and optional.

Although the subdivision of the property may result in new development with a different design than exists today, the request to subdivide the property is in conformance with the FLUM and forwards many policies aimed at housing and public safety.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on April 5, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	The subdivision application was deemed complete on June 25, 2021.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the application is a replat of Lot 2 of the existing Gem Street Subdivision. As this is a subdivision of an existing lot, the subdivision name remains the same.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is Sallie Castle. The plat was prepared by Mark Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 2 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining tax lots to the east, north, and south, as well as the lot within the Warm Springs Subdivision to the west.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing dwelling unit and detached garage on Lot 1 and all adjacent streets. Sheet 1 also indicates the snow storage and utility easement, and turnaround access easement on the northern property boundary, and utility easements along all property lines.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #4 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	No new streets or blocks are proposed for the project; however, Sheet 1 of the preliminary plat includes names and dimensions of all existing right-of-way for Emerald Street to the north and Topaz Street to the south. Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed lots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.

			Findings	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Findings	As shown on Sheet 1, the existing dwelling unit is currently served by city water and sewer. The new lot will have separate services for water and sewer from the main lines in Emerald Street as shown on Sheet 1 of the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			Findings	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Findings	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	This standard does not apply as no addition tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Findings	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Findings	Sheet 1 of the preliminary plat shows the surrounding streets. There are no collector streets within this are of the Gem Street Neighborhood as the streets are dead ends. Highway 75 is the closest arterial, located just west of the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Findings	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Findings	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.

			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Lot 1 is 24,093 square feet and the area of Lot 2 is 9,000 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	As verified by a site visit with city staff, the subject property includes multiple mature trees, primarily on Lot 1. Lot 2 contains some shrubs in the northeast corner where the property slopes uphill toward the right-of-way of Emerald Street. None of the trees on Lot 1 are within the snow storage easement. A 10-foot-wide planting strip is noted for Lot 1 as the existing lot is a nonconforming double frontage lot. Per plat note #8, the planting strip along Lot 1 shall be devoted exclusively to landscaping. No vehicular access from Lot 1 onto Emerald Street is permitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated November 25, 2020 and a warranty deed recorded on November 25, 2020 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. As outlined in condition of approval #4, all right-of-way improvements are required prior to approval of the Final Plat. The subject property does not include any watercourses, rock outcroppings, significant shrub masses or historic areas. At this time, a development proposal has not been submitted for the future use of the property. All future development plans must comply with all applicable provisions of Title 17, including KMC 17.124.170 – Minimum standards for one-family dwellings.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Compliance with this standard will be required for Final Plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required

				improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	As noted in condition of approval #4, all required improvements must be complete prior to approval of the Final Plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Compliance with this standard will be required for Final Plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Compliance with this standard will be required for Final Plat application.
<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 and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so

			<p>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> <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<i>Findings</i>	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the LR zone district. The minimum lot size is 9,000 square feet. Lot 1 and Lot 2 are 24,093 square feet and 9,000 square feet. Future development of Lot 2 must comply with setback requirements in the LR zone district. The existing structures on Lot 1 meet setback requirements for the LR zone district. The required minimum lot width in the LR zone district is "80 feet average". The average is taken by measuring the width of the lot in 10-foot increments and taking the average of all measurements. Using this methodology, the average lot width for Lot 1 is greater than 152.6 feet and 80 feet for Lot 2. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets 3. The subject property is not a corner lot. 4. The newly created Lot 2 is within 20 degrees to a right angle to the street lot line along Emerald Street. 5. The subject property is not a double frontage lot. Lot 1 is an existing double frontage lot that was previously approved as part of the original Gem Street Subdivision in November 2020. A 10-foot planting strip has been added to Lot 1, restricting vehicular access from Emerald Street.

				<p>6. Both lots have a minimum of 20 feet of frontage on Emerald Street or Topaz Street. Lot 1 has 236.44 feet of frontage on Topaz Street and Lot 2 has 84 feet of frontage on Emerald Street.</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>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from

			<p>entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <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>Emerald Street is classified as a residential street, requiring a minimum right-of-way of 60 feet. Emerald Street, unlike some streets in the Gem Street</p>

				<p>Neighborhood, has a designated right-of-way. However, the right-of-way is minimal. West of the property, the right-of-way is 25 feet but narrows to only 10 feet adjacent to the subject property, turning into a private driveway at the eastern property boundary. The subdivision regulations require that all streets meet the minimum standards as outlined in Chapter 12.04, however, this pertains to the creation of new subdivisions and the construction of new streets. The original Gem Street Subdivision, approved in November 2020, dedicated the 10 feet of right-of-way adjacent to the subject property. Additional right-of-way dedication to achieve a consistent 25 feet must come from the adjacent property to the north if or when it develops in the future. The goal for this application is to meet or exceed the minimum width and improvements required for efficient maintenance (primarily snow removal) and emergency service access. The following items are required to achieve this:</p> <ul style="list-style-type: none"> • 5-foot Snow storage and utility easement along Emerald Street • Designation of driveway curb cut location onto Emerald Street from the new lot, see recommended condition of approval #1 • Widening of pavement within the right of way to a consistent 20 feet from the western property boundary to the eastern side of the designated driveway access point of the new lot to meet minimum fire access requirements • 20x20 access easement on the new lot for the city to facilitate maneuvering of snowplows or other equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<p>This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that</p>

				<p>easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<p>As shown on Sheet 1 of the preliminary plat, Lot 1 and Lot 2 include a 5-foot snow storage and utility easement. Lot 2 includes a 20x20 foot turnaround access easement for maneuvering of snowplows during the winter months. Both lots include 5-foot utility easements along all property boundaries.</p> <p>Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<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 does not apply as this application does not create a new subdivision. Lot 1 is connected to the City of Ketchum sewer system main located in Topaz Street. Lot 2 will be connected to the City of Ketchum sewer system main located in Emerald Street.</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 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</p>

				be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Lot 1 is connected to the City of Ketchum water system main located in Topaz Street. Lot 2 will be connected to the City of Ketchum water system main located in Emerald Street.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	As outlined in plat note #8, a 10-foot planting strip applies to Lot 1. The purpose of the planting strip is to limited vehicular access onto Emerald Street with the addition of a driveway for Lot 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 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. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

				<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for development on Lot 2 must meet all requirements of Title 17 – Zoning Regulations and Title 15 – Buildings and Construction.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	The subject property is mostly flat, with existing drainage operating adequately to manage surface water on site. Drainage of stormwater from the right-of-way and proposed improvements have been verified by the City Engineer. Prior to start of construction of right-of-way improvements, construction drawings shall be reviewed and approved by the City Engineer as outlined in condition of approval #1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	All existing utilities are underground for the existing residential dwelling unit and detached garage. As show on Sheet 1 of the preliminary plat, new utilities will be

				installed underground. Utility locations will be reviewed and verified at the time of building permit application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed subdivision does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the project site.
2. The Council has authority to review and recommend approval of the applicant's Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 151 Topaz St Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Preliminary Plat Application File No. P21-034 this Thursday, November 18, 2021, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Prior to construction of required improvements, construction plans for proposed improvements to Emerald Street shall be reviewed and approved by the City Engineer.
2. The Final Plat application shall include a plat note restricting construction of driveway curb cuts on the new lot to the turnaround access easement location as shown on the preliminary plat.
3. All fences located within snow storage easements must either be relocated or removed entirely and verified by a member of the City of Ketchum Planning staff, prior to approval of the Final Plat.
4. The Final Plat application shall not include Plat note 3 provided that all fences have been adequately removed or relocated.

5. All right-of-way improvements shall be completed and accepted by the City of Ketchum City Engineer prior to approval of the Final Plat.
6. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 18th day of November 2021.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Agreement 22763 Between the City of Ketchum and Urban Renewal Agency

Recommendation and Summary

Staff is recommending the council authorize the Mayor to sign Agreement 22763 (Attachment A) and adopt the following motion:

I move to approve Agreement 22763 between the City of Ketchum and Ketchum Urban Renewal Agency (KURA)

The reasons for the recommendation are as follows:

- The KURA is funding the design, engineering, and construction of infill sidewalks within the Community Core.
- The proposed Agreement memorializes the roles and responsibilities between the City and KURA for the work.
- The KURA approved the agreement on February 22, 2022.

Introduction and History

The KURA is funding the design, engineering, and construction of sidewalk work in downtown Ketchum. The new sidewalks have been designed and the bid package is being prepared. The sidewalk segments are identified in Attachment B. All the segments, with the exception of the segment Q3-3, on 6th Street next to Lefty's, are included in the bid package.

The proposed agreement outlines the terms and conditions of the KURA's contribution to the project. The KURA contribution is not to exceed \$2,150,000.00 for all the work. Should the city contribute towards the project, the KURA contribution will be reduced by the amount of the city contribution.

The KURA Board approved the agreement on February 22, 2022, and recommended it be forwarded to the City Council for approval.

Sustainability

Sidewalks provide a safe and accessible walking experience. By creating a connected and consistent sidewalk network, there is less reliance on automobile use.

Financial Impact

There is no fiscal impact to the City

**PLANNING, DESIGN, ENGINEERING, AND
CONSTRUCTION PROJECT AGREEMENT
DOWNTOWN KETCHUM IMPROVEMENT PROJECT
AGREEMENT 50077 (KURA)
AGREEMENT 22763 (City)
(Phase 1 – Sidewalk Infill Project)**

THIS PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION PROJECT AGREEMENT FOR THE DOWNTOWN KETCHUM IMPROVEMENT PROJECT (PHASE 1 – SIDEWALK INFILL PROJECT) (the “Phase 1 Construction Agreement”) is made and entered into this ____ day of _____, 2022, by and between the city of Ketchum, Idaho, a municipal corporation of the state of Idaho (the “City”), and the Urban Renewal Agency of the city of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body corporate and politic (the “Agency”), individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation, or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the City Council, of the city of Ketchum (the “City”), by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the Ketchum Urban Renewal Plan 2010 (the “2010 Plan”);

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the “Project Area”), which Project Area is depicted on **Exhibit A**, attached hereto, and incorporated herein by reference;

WHEREAS, the 2010 Plan identified improvement to sidewalks, streets, rights-of-way, pedestrian and bicycle access, crosswalks, and safety as important objectives of the 2010 Plan;

WHEREAS, the 2010 Plan and the Project Area terminate November 15, 2030, recognizing the Agency shall receive its allocation of revenues in 2031, pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed improvements identified in the 2010 Plan have not been completed and continue to suffer from certain deteriorating conditions;

WHEREAS, the City and Agency wish to engage in a series of improvements to the Downtown Ketchum area which will be executed in phases over the course of the next several years;

WHEREAS, for this first phase, the City seeks the Agency's funding of certain improvements to Downtown Ketchum including planning, design, engineering, and construction of improvements to the sidewalks, streets, and crosswalks (the "Phase 1 - Sidewalk Infill Project");

WHEREAS, preliminary estimates for the costs of the final planning, design, and engineering services are One Hundred Fifty Thousand Dollars (\$150,000.00) and construction of the Phase 1 - Sidewalk Infill Project is estimated at Two Million Dollars (\$2,000,000.00);

WHEREAS, the Agency Board finds it in the best interests of the Agency to continue to enhance the development within the Project Area and in the best interests of the public to provide financial support for the Phase 1 - Sidewalk Infill Project;

WHEREAS, the Agency and City desire that the Phase 1 – Sidewalk Infill Project be planned, designed, engineered, and constructed within the Project Area during construction season in calendar year 2022, reflecting Agency funding for FY 2022;

WHEREAS, the City has expressed its desire to participate with the Agency for the purpose of assisting in the planning, design, engineering, and constructing the Phase 1 – Sidewalk Infill Project, and providing construction management services to the Agency for the Phase 1 – Sidewalk Infill Project;

WHEREAS, the City and the Agency hereby find and determine that this Phase 1 Construction Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

WHEREAS, the ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code § 50-2015;

WHEREAS, in consideration of the payment by the Agency for the Phase 1 - Sidewalk Infill Project costs, as more specifically defined in this Phase 1 Construction Agreement, the City hereby agrees to serve and perform as project manager for the final planning, design, and engineering of the Phase 1 - Sidewalk Infill Project; said final design to be subject to the review and approval of the Agency. Additionally, the City hereby agrees to serve and perform as project manager for the construction of the Phase 1 - Sidewalk Infill Project (including the solicitation of those services) and provide project oversight and inspection;

WHEREAS, the City has committed certain funds for its contribution to the Phase 1 - Sidewalk Infill Project;

WHEREAS, the Phase 1 - Sidewalk Infill Project described in this Phase 1 Construction Agreement is part of a larger project the City is performing concerning sidewalks and improvements outside of the Project Area. The Agency will not contribute funding to improvements outside of the Project Area.

AGREEMENT

NOW, THEREFORE, in consideration of the provisions contained herein and the recital set forth above which are a material part of this Agreement the Parties agree as follows:

1. **Definitions.** As used in this Phase 1 Construction Agreement, the following words, unless the context dictates otherwise, shall have the following meanings:

Act shall mean collectively the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and supplemented and the Local Economic Development Act of 1988, title 50, chapter 29, Idaho Code as amended and supplemented.

Board shall mean the Board of Commissioners of the Agency as the same shall be duly and regularly constituted from time to time.

Contract shall mean the contract through which the general contractor is awarded the construction of the Phase 1 – Sidewalk Infill Project.

Contractor shall mean the selected general contractor awarded the construction of the Phase 1 – Sidewalk Infill Project.

Phase 1 – Sidewalk Infill Project Engineering Services shall mean the engineering, cost estimating, surveying work, and proposing the location of certain public improvements related to the Phase 1 – Sidewalk Infill Project along with the agreement with the selected Engineering Services provider and/or as performed by the City.

Phase 1 – Sidewalk Infill Project Design shall mean the services related to planning, design, and proposing the location of the Phase 1 – Sidewalk Infill Project.

Phase 1 – Sidewalk Infill Project Installation shall mean those improvements to be constructed and installed at the Agency's expense, which improvements consist of Phase 1 – Sidewalk Infill Project within the Project Area. An illustration of the sidewalk related improvements is attached as **Exhibit B**. The City and Agency shall determine the Agency's not-to-exceed obligation amount as described in Section 6.

2. **Recitals and Purpose**

- a. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.
- b. The purpose of this Phase 1 Construction Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the planning, design services, engineering services, project management services, and cost estimating services for this Phase 1 Construction Agreement. Generally, the Agency shall be responsible for the

costs of planning, design, surveying, cost estimating, engineering, and construction of the Phase 1 - Sidewalk Infill Project, including costs for the planning, design, engineering, and administration of the Phase 1 - Sidewalk Infill Project. The City shall serve as project manager as described below. This Phase 1 Construction Agreement constitutes a joint agreement between the City and the Agency for the successful completion of the Phase 1 - Sidewalk Infill Project.

3. **City Services and Responsibilities.** City agrees to furnish its skill and judgment necessary to carry out the project administration for the Phase 1 - Sidewalk Infill Project.

3.1 Planning, Design, Engineering, and Construction. City and Agency shall coordinate hiring of necessary planning, design, engineering or landscape architectural services, cost estimating, and construction management and administration for the Phase 1 - Sidewalk Infill Project consistent with the public procurement and bidding requirements. These services include the completion of bid documents for advertising and securing construction bids for the Phase 1 - Sidewalk Infill Project. City and Agency shall jointly agree on a schedule for the completion of the bid documents. City shall provide the Agency with periodic reports and updates on the completion of the final design services, engineering services, cost estimating, and bid specifications for Agency review and comment, including approval of the final design of the Phase 1 - Sidewalk Infill Project.

3.2 Engineering Services. Agency and City acknowledge City intends to complete design and engineering services either “in house” through the City’s professional services departments or through the City’s on-call engineers, or third-party engineers. The City departments or third-party engineer will provide planning, design, engineering, site location, bid preparation, and project management for the Phase 1 - Sidewalk Infill Project. The City departments or third-party engineer will be expected to site the Phase 1 - Sidewalk Infill Project, provide the final design and engineering services for the Phase 1 - Sidewalk Infill Project, prepare the bid documents, and assist in the selection of the Contractor for the Phase 1 - Sidewalk Infill Project. In the event additional outside engineering services are needed, both City and Agency agree to proceed through the required selection process required by state statute. In that event, Agency may determine a not-to-exceed amount for such design and engineering services. Any scope of work issued to the third-part engineer shall be between the City and the engineer.

3.2.1. Planning, Site Location, Architectural Design Services, and Engineering Services. The third-party engineer or the City have completed a preliminary design concept illustrating the scale and relationship of the construction of the Phase 1 - Sidewalk Infill Project. This concept shall be the basis for the final engineering and design to be completed under this Phase 1 Construction Agreement. The completed scope of work shall include a specific cost estimate for the Phase 1 - Sidewalk Infill Project, including construction costs. If that estimate exceeds the not-to-exceed figure described in Section 6 of this Phase 1 Construction Agreement, the City and Agency shall mutually determine what alternatives should

be pursued, including redesign, relocation, seeking additional funds, limiting the scope of the Phase 1 - Sidewalk Infill Project, or not proceeding further.

3.2.2. Construction Project. Upon completion of the final planning, design, and engineering work set forth in this Phase 1 Construction Agreement, both City and Agency agree to consider moving forward with the construction of the Phase 1 - Sidewalk Infill Project. The Agency's participation or contribution to the Phase 1 - Sidewalk Infill Project shall be limited to a not-to-exceed amount as set forth in Section 6 of this Phase 1 Construction Agreement, which includes the planning, design services, engineering services, and cost estimating work described herein. Nothing herein, however, commits either the City or Agency to undertake the construction of the Phase 1 – Sidewalk Infill Project.

3.3 Bid Solicitation and Award. City, with Agency review and input as to the bid specifications, shall solicit bids ("Bid(s)") for the Phase 1 – Sidewalk Infill Project. Representatives from Agency and City shall review the Bids at opening. The City shall designate the qualified public works contractor submitting the Bid in compliance with chapter 28, title 67, Idaho Code for the Phase 1 – Sidewalk Infill Project subject to the City's right to reject all Bids.

3.4 Design and Construction. City and Agency acknowledge the conceptual design work has commenced and final design of the Phase 1- Sidewalk Infill Project is at or near completion. The obligations under this Phase 1 Construction Agreement shall end either thirty (30) days after final payment to the Contractor under the Contract has been paid or determination by the City and Agency to not pursue the construction of the Phase 1 - Sidewalk Infill Project, whichever occurs first. The City shall:

- a. Provide administration of the Engineering Services to determine the location, design, engineering, and administration of the Phase 1 - Sidewalk Infill Project, the preparation of the bid documents for the Phase 1 - Sidewalk Infill Project and administration of the Contract.
- b. Provide administration of the Phase 1 - Sidewalk Infill Project in compliance with generally accepted standards recognizing that the Phase 1 - Sidewalk Infill Project is an Agency project with the City providing project management. City shall comply with all applicable statutory provisions including, but not limited to, chapter 28, title 67, Idaho Code;
- c. Provide necessary project management and oversight to assure Contractor's timely progress and process all invoices and payment requests and verify Contractor's entitlement to all progress payments or other payments requested by Contractor;
- d. Recommend necessary or desirable changes to the Agency and, if accepted, prepare and sign necessary change orders;

- e. Inspect the work and advise the Agency whenever work fails to conform with the Contract documents;
- f. Receive and hold all certificates of insurance required by the Contract;
- g. Provide monthly progress reports to Agency either in writing or by presentation to Agency at Agency's Board meetings;
- h. Assist in the interpretation of the drawings and specifications among the City, Agency, and the Contractor;
- i. Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project; and
- j. Determine when the Phase 1 - Sidewalk Infill Project or a designated portion thereof is substantially complete, issue Certificates of Substantial Completion (if necessary), and determine when the work is ready for final inspection and final payment to the Contractor.
- k. The Contract for Engineering Services and with the Contractor for construction of the Phase 1 - Sidewalk Infill Project shall be between the City and the selected Contractor, and between the City and the Engineer.

3.5 City Contribution. The Phase 1 - Sidewalk Infill Project as described in this Agreement within the Project Area and funded through the Agency, is part of a larger overall improvement project to certain streets and sidewalks the City intends to pursue in 2022. The City has budgeted funds for this work. City may agree to forego reimbursement for internal costs of City personnel in performing the services described in this Agreement. City shall contribute all funds toward any work or improvements to areas outside the Project Area. In addition, any contribution by the City to costs within the Project Area shall be deducted from the amounts owing first, prior to Agency contributions.

4. **Agency and City Obligations.** The purpose of this Phase 1 Construction Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the construction of the Phase 1 – Sidewalk Infill Project.

5. **Effective Date.** This Phase 1 Construction Agreement shall be effective upon execution of the Phase 1 Construction Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City and/or the City Manager, as the case may be.

6. **Method of Reimbursement.** As consideration for the City Services and Responsibilities set forth above, the Agency shall pay for the costs of the Phase 1 - Sidewalk Infill Project, including planning, design and engineering services, and project management and administration and construction by the City. Such costs are not expected to exceed Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00) including the project administration costs imposed by the City. If after the opening of the Bids, the estimated construction costs for the Phase

1 - Sidewalk Infill Project, including planning, design, and engineering costs, exceeds Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00) the City may request in writing the approval of the Agency for additional funds. Such request shall be made prior to awarding the contract and incurring any costs in excess of Two Million, One Hundred Fifty Thousand Dollars (\$2,150,000.00) Agency's funding contributions will be used only towards costs related to areas within the Project Area. All project costs related to areas outside of the Project Area will be borne by the City.

In order to provide sufficient documentation to ensure compliance, the City shall provide the Agency with the following information in monthly invoices and in a final invoice upon completion of the Phase 1 - Sidewalk Infill Project:

- a. requests for payment for billing invoices received from engineer for Engineering Services and the Contractor for work related to the Phase 1 - Sidewalk Infill Project with sufficient documentation to ensure accuracy;
- b. accounting of the Direct Personnel Expense and Reimbursable Costs (defined below);
- c. certification by the City that the costs incurred for Engineering Services and construction services are consistent with the scope of the Phase 1 - Sidewalk Infill Project; and
- d. monthly reports on the Phase 1 - Sidewalk Infill Project's status as described above.

Upon receipt and approval of the monthly invoice, Agency shall remit payment to City for all approved amounts within forty-five (45) days of Agency's receipt of an invoice or payment request. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with City to resolve the disputed amount. City shall include this payment process within the Contract with the selected contractor and the agreement with the selected Engineering Services firm.

City shall, upon completion of the Phase 1 - Sidewalk Infill Project, submit an invoice for all Direct Personnel Expense and Reimbursable Costs incurred by City for design, engineering, project management, and construction inspection. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with the City to resolve the disputed amount. The purpose of this section is to provide for payment of Phase 1 - Sidewalk Infill Project costs directly by the Agency.

Direct Personnel Expense is defined as that portion of the direct salaries of all of the City's personnel engaged on the Phase 1 - Sidewalk Infill Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

The term Reimbursable Costs shall mean costs necessarily incurred by the City in the proper performance of services which directly benefit the Phase 1 - Sidewalk Infill Project. Such costs shall be at rates not higher than the standard paid in Blaine County for a public works project, except as may be approved by prior consent of the Agency. City, in its sole and unilateral discretion, may decide to forego reimbursement for expenses incurred for administration of the Phase 1 - Sidewalk Infill Project as its contribution to the Phase 1 - Sidewalk Infill Project.

7. **Records of Phase 1 - Sidewalk Infill Project Costs,** Reimbursable Costs and costs pertaining to Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Agency or the Agency's authorized representative at mutually convenient times.

8. **Insurance.**

- a. The City (either itself or the selected Contractor) shall purchase and maintain, for the benefit of the City and the Agency, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed on the Phase 1 - Sidewalk Infill Project; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees or of any person while working on the Phase 1 - Sidewalk Infill Project; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Phase 1 - Sidewalk Infill Project; and claims arising out of the performance of this Phase 1 Construction Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City, and nothing herein shall be construed as any waiver of any claim or defense by the City or the Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. The amount of insurance shall be in the amounts set forth in the Idaho Tort Claims Act.
- b. The City shall also purchase and maintain for the benefit of the City and Agency property damage insurance for any property damage to the Phase 1 - Sidewalk Infill Project or other property owned by the City.

9. **Indemnity.** Only to the extent permitted by Idaho law, the City shall defend, indemnify, and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable planning, design and engineering fees, and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the planning, design, and engineering of the Phase 1 - Sidewalk Infill Project or otherwise arising out of this Phase 1 Construction Agreement. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

10. **Amendment.** This entire Phase 1 Construction Agreement may be amended at any time and from time to time by the mutual written consent of the City and the Agency.

11. **Severability.** In the event any provision of this Phase 1 Construction Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. **Notice.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Phase 1 Construction Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:

Susan Scovell , Chair
Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, ID 83340

To City:

City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

13. **Non-Waiver.** Failure of either Party to exercise any of the rights under this Phase 1 Construction Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

14. **Choice of Law.** Any dispute under this Phase 1 Construction Agreement, or related to this Phase 1 Construction Agreement, shall be decided in accordance with the laws of the state of Idaho.

15. **Attorney Fees.** Should any litigation be commenced between the Parties hereto concerning this Phase 1 Construction Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court or arbitrator 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 Phase 1 Construction Agreement.

16. **Authority to Execute.** Agency and City have duly authorized and have full power and authority to execute this Phase 1 Construction Agreement.

17. **Assignment.** It is expressly agreed and understood by the Parties hereto that the City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Phase 1 Construction Agreement except upon the prior express written consent of Agency.

18. **Disputes.** In the event that a dispute arises between Agency and City regarding application or interpretation of any provision of this Phase 1 Construction Agreement, the aggrieved Party shall promptly notify the other Party to this Phase 1 Construction 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, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

19. **Entire Agreement.** This Phase 1 Construction Agreement along with any and all exhibits attached hereto and incorporated herein by reference contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Project.

IN WITNESS WHEREOF, the Parties hereto, through their respective governing boards, have executed this Phase 1 Construction Agreement on the date first cited above.

CITY OF KETCHUM

By _____
Neil Bradshaw, Mayor

ATTEST:

City Clerk

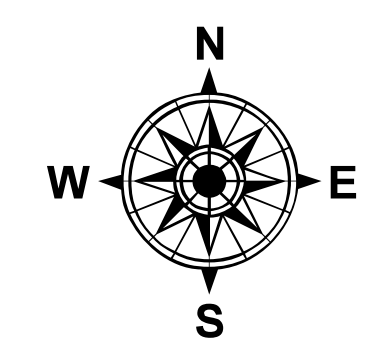
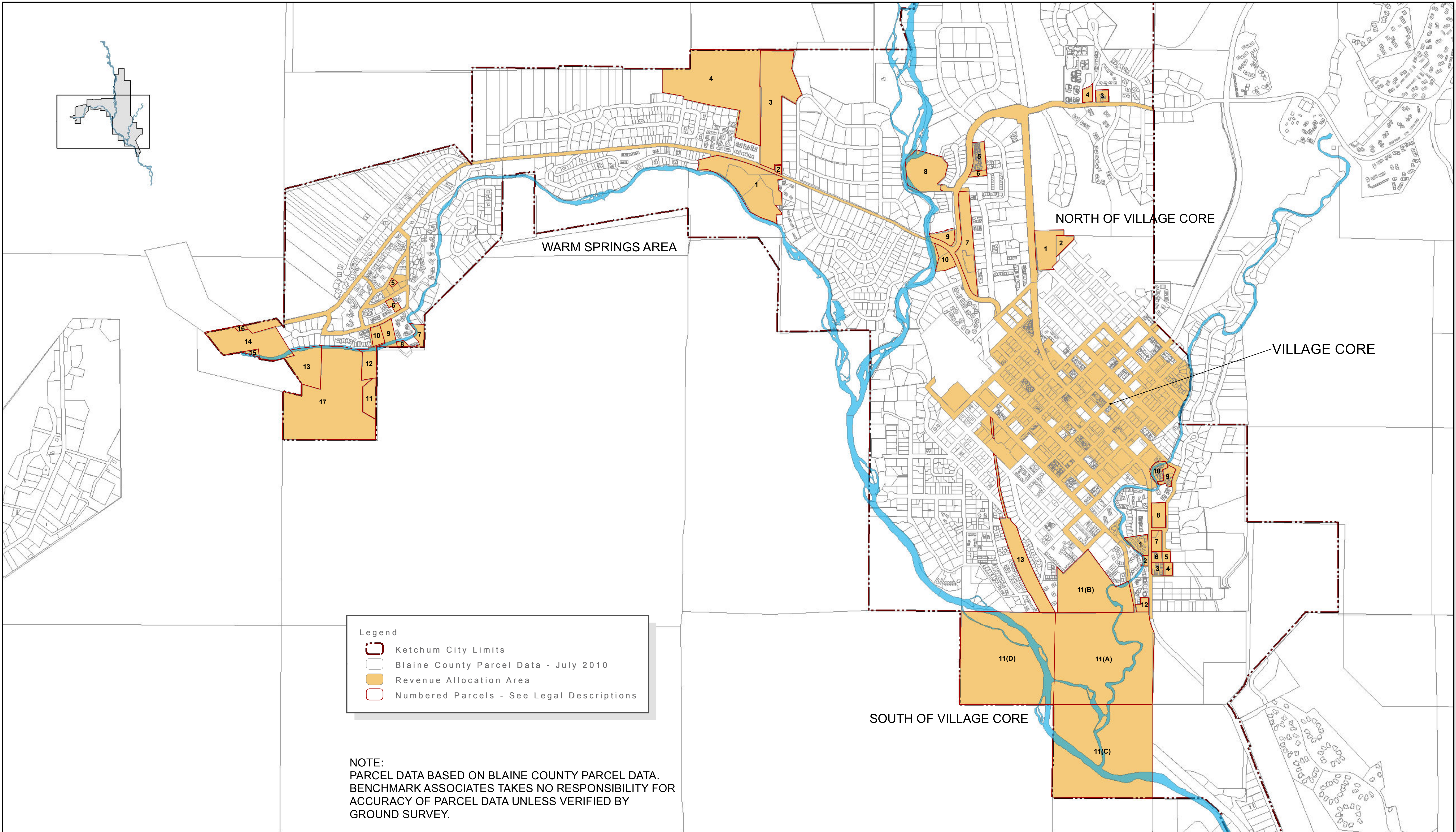
KETCHUM URBAN RENEWAL AGENCY

By _____
Susan Scovell, Chair

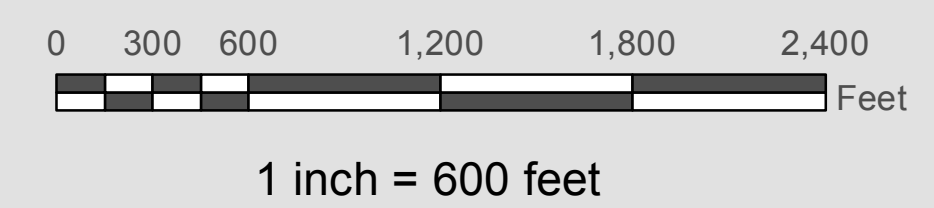
ATTEST:

Secretary

Exhibit A
(Project Area Map)



MAP DATE: 10/04/2010
Produced by BMA-JEL
FILE: K-URA_10.23.06.mxd



KETCHUM URBAN RENEWAL AGENCY
REVENUE ALLOCATION AREA
FINAL - OCTOBER 2010

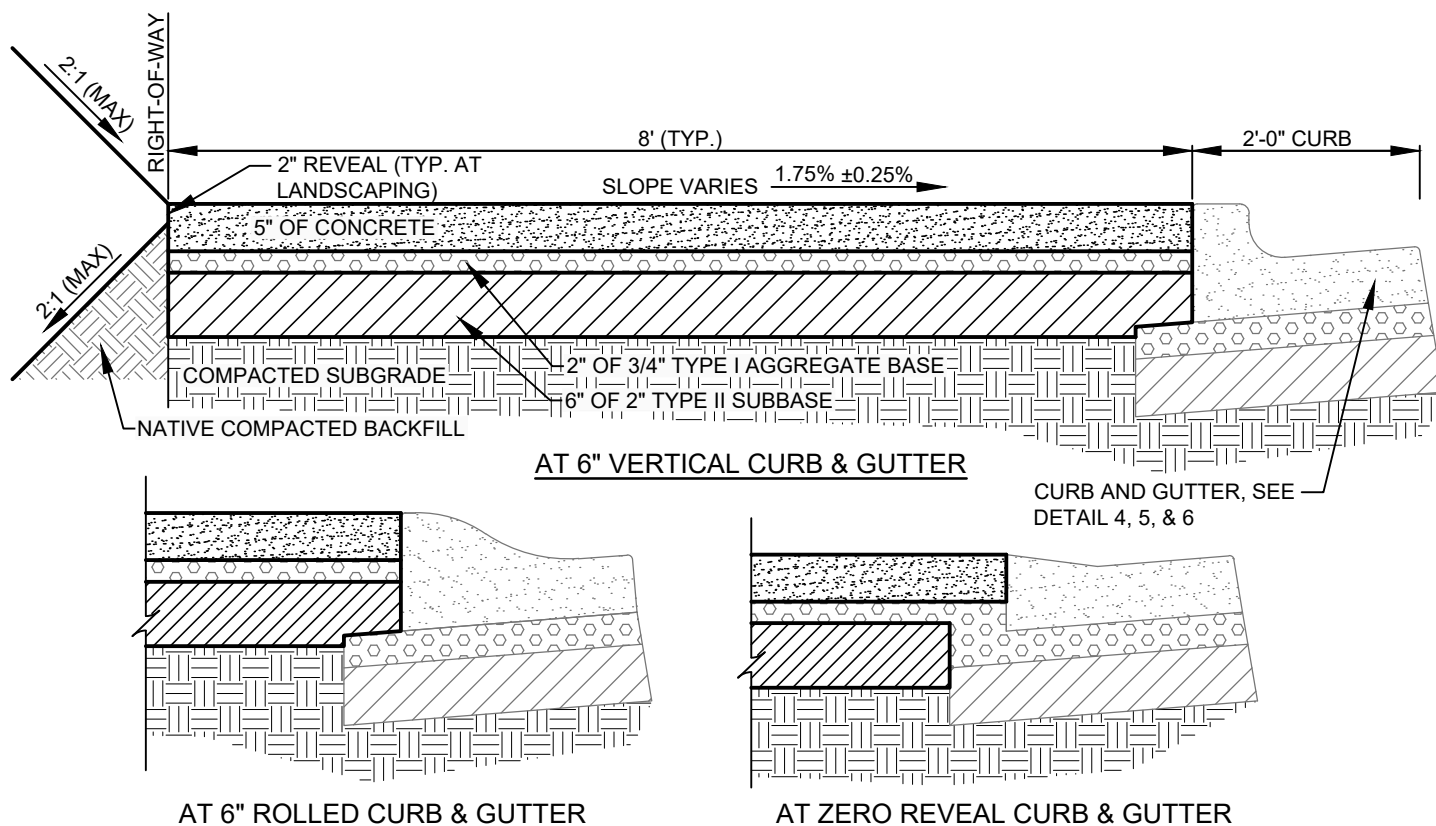
Benchmark Associates P.A.
P.O. Box 733 - 100 Bell Drive
Ketchum, ID 83340
(208) 726-9512
© copyright 2006



Exhibit B

(Illustration of the Phase 1 - Sidewalk Infill)

4872-0600-1162, v. 3

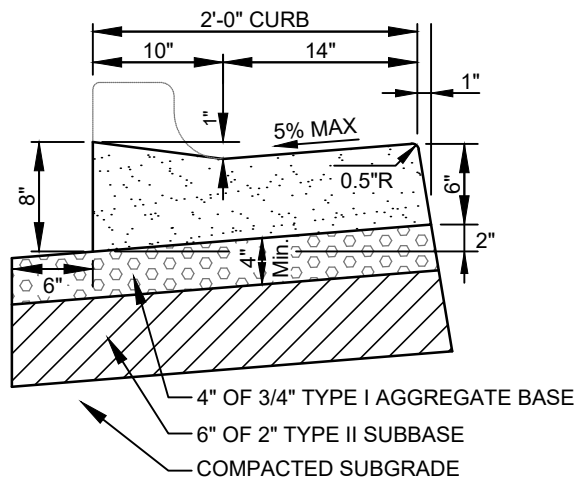
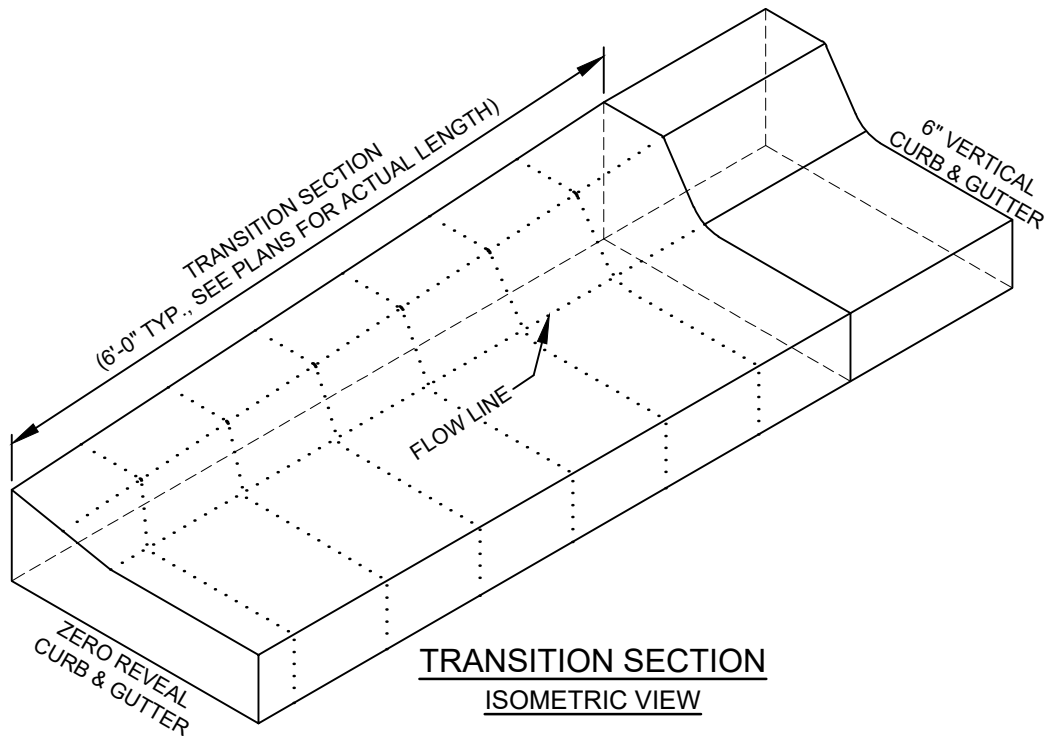


CONCRETE SIDEWALK WITH CURB AND GUTTER

NOTES:

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

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV. 1	CITY	10/2019	CONCRETE SIDEWALK WITH CURB AND GUTTER	7



ZERO REVEAL CURB & GUTTER

NOTES:

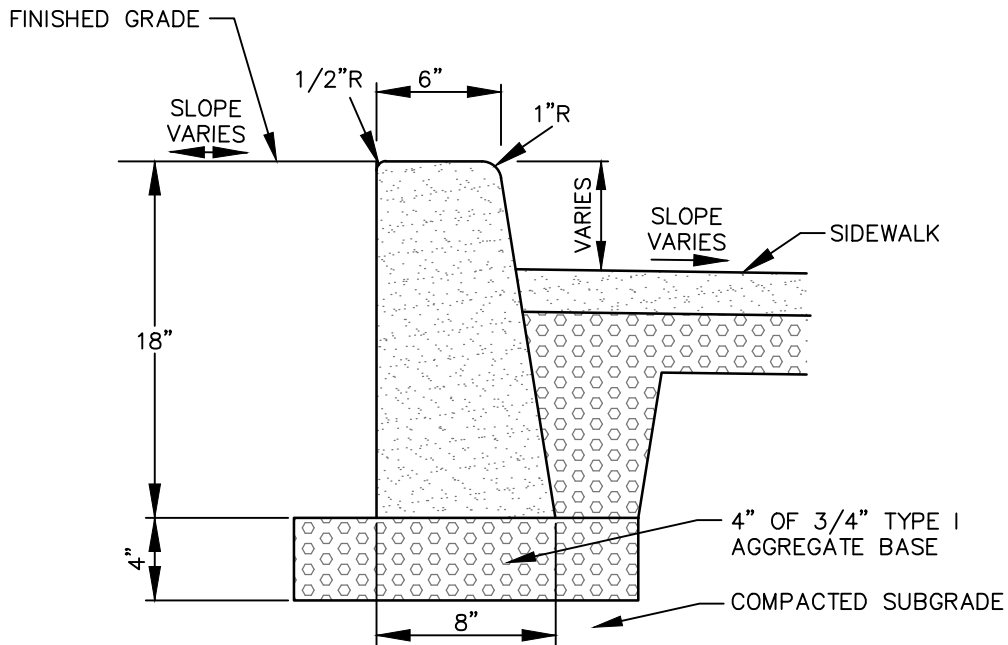
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV. 1	CITY	10/2019	TYPICAL CURB TRANSITION DETAIL	6
				213

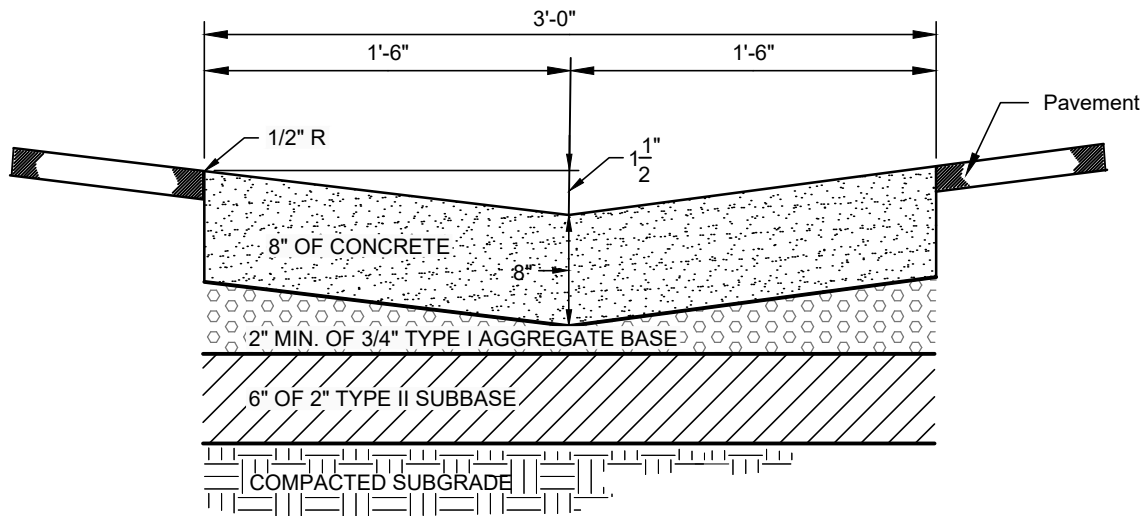


1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

214



6" CONCRETE VERTICAL CURB

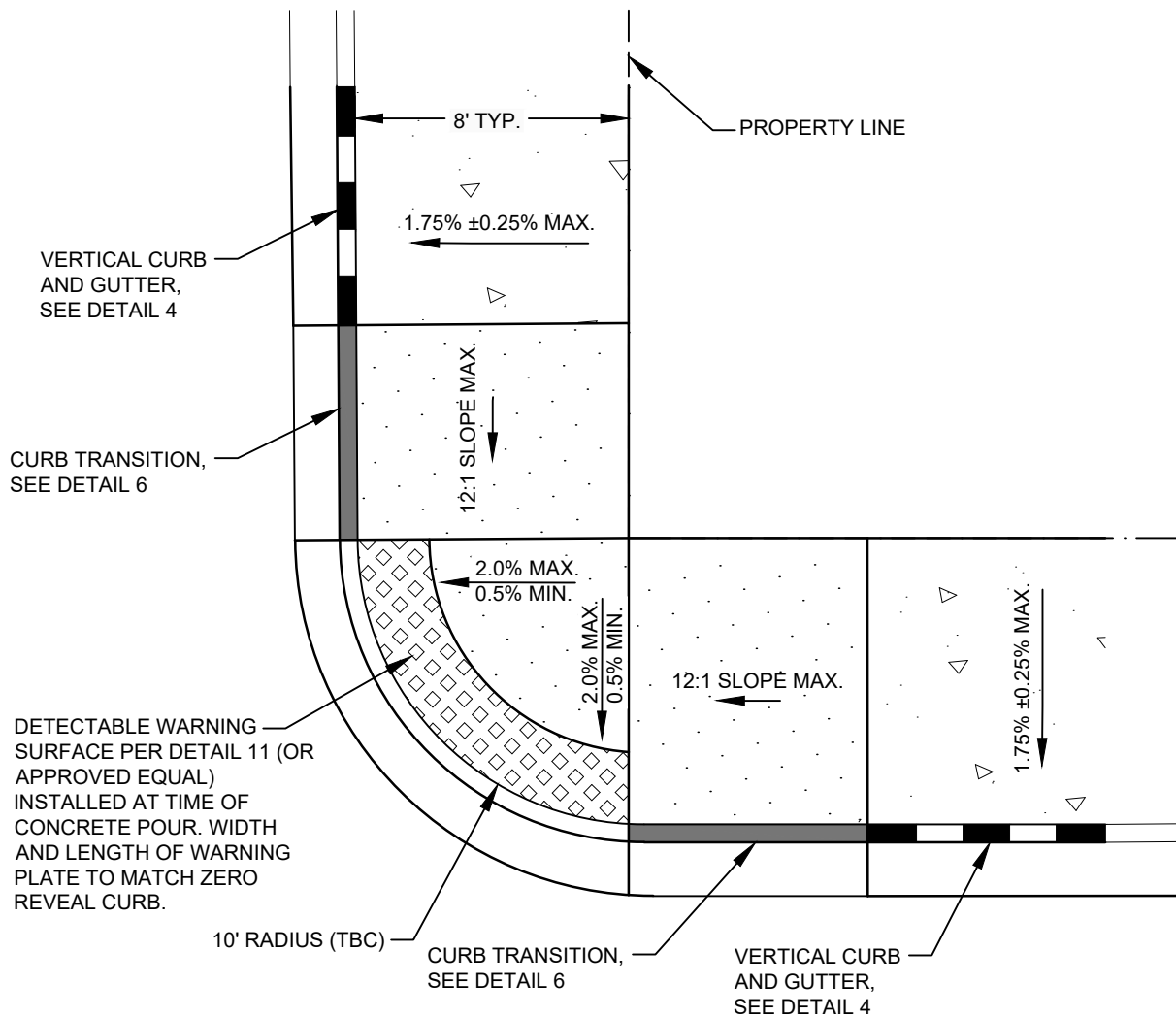


36" CONCRETE VALLEY GUTTER

NOTES:

1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

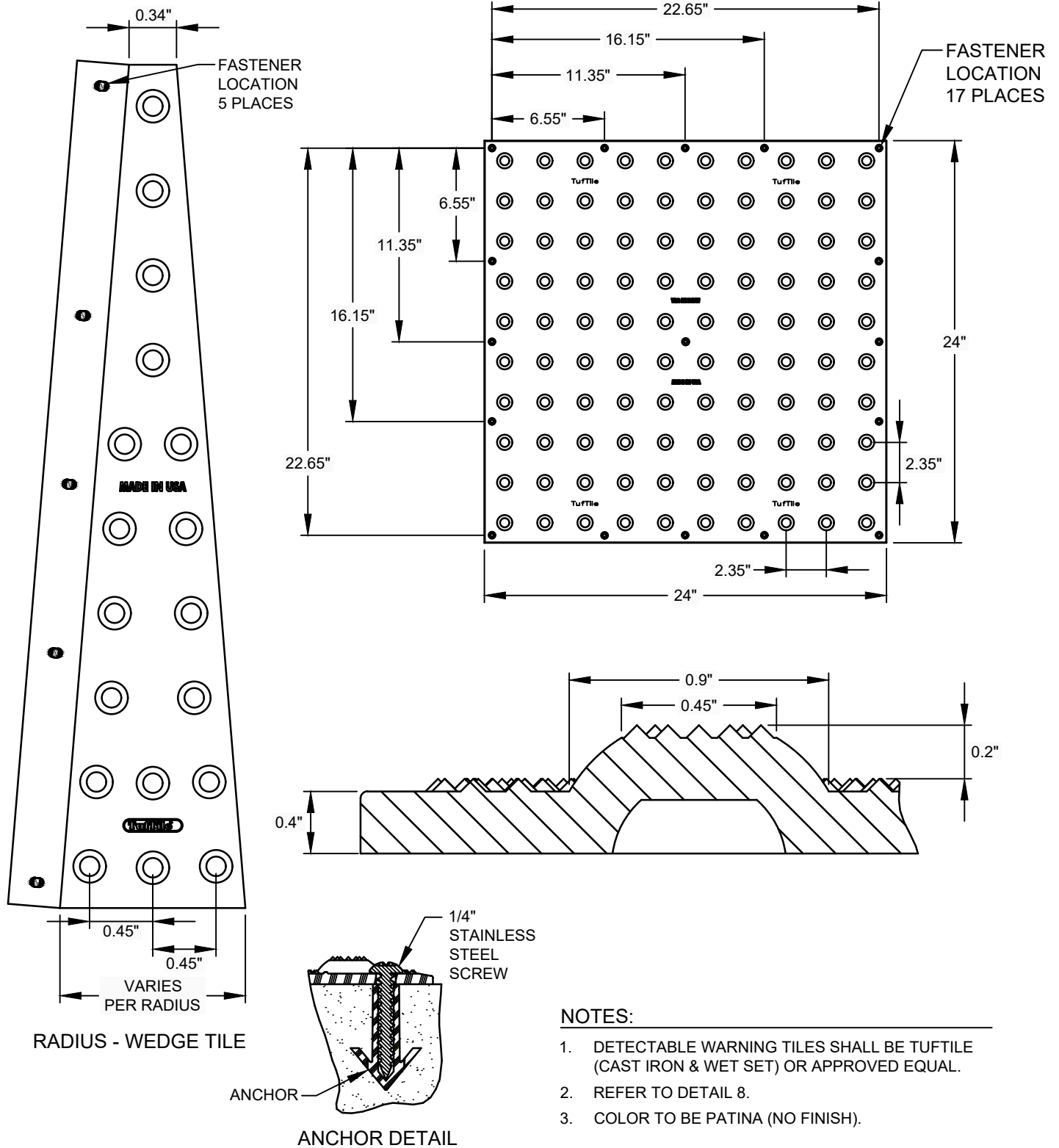
REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV. 1	CITY	10/2019	TYPICAL CURB & GUTTER	5
				215



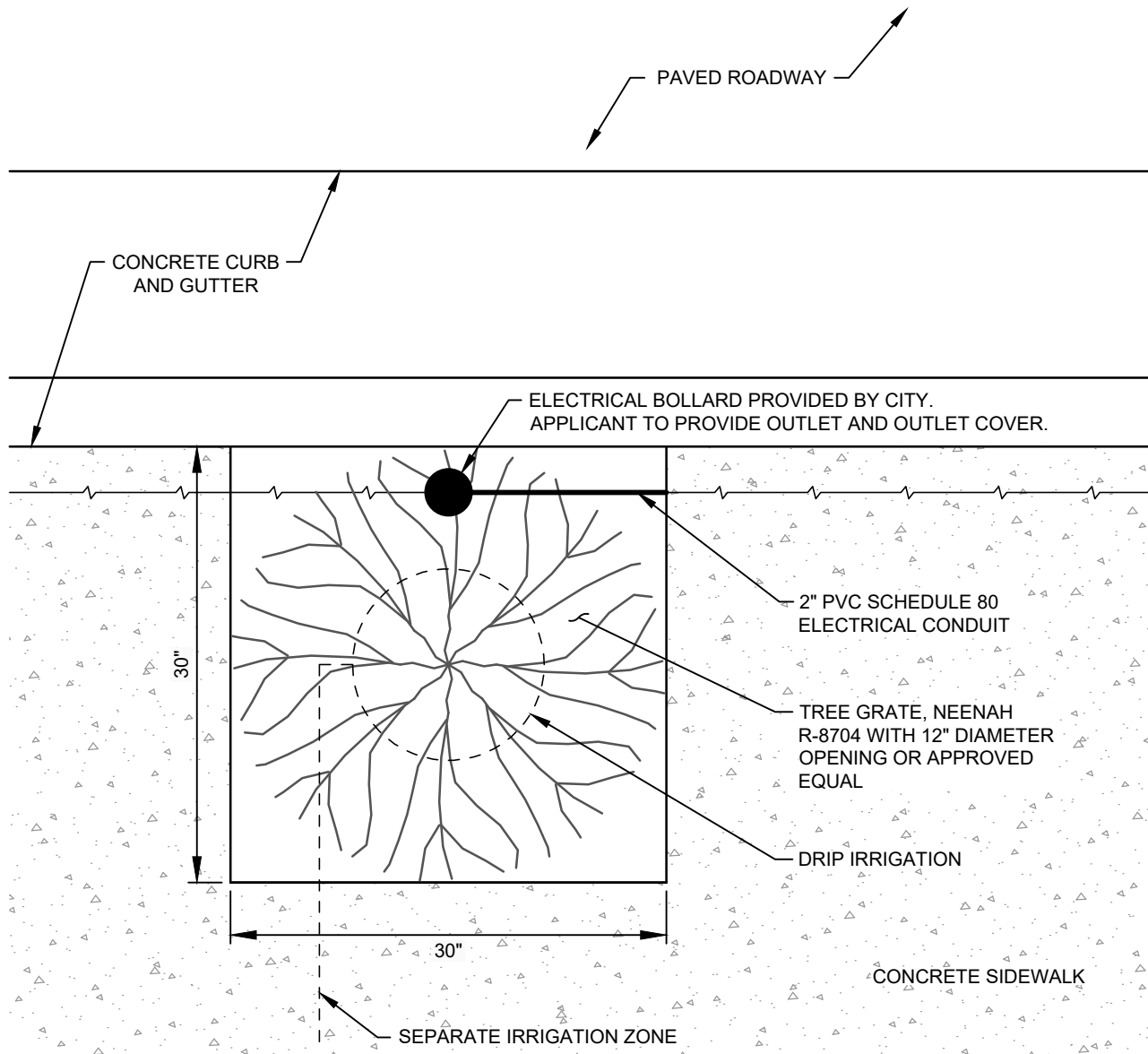
NOTES:

1. RAMP CONFIGURATION SHOWN HEREON IS PREFERRED. CITY MAY APPROVE ALTERNATE CONFIGURATIONS IF SITE RESTRICTIONS EXIST.
2. ALTERNATE RAMPS MUST CONFORM WITH CURRENT ISPPC PEDESTRIAN RAMP STANDARD DRAWING 712.

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING		DRAWING NO.
REV. 1	CITY	10/2019	ADA RAMP DETAIL		8



REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV. 1	CITY	10/2019	DETECTABLE WARNING PLATE	9
				217

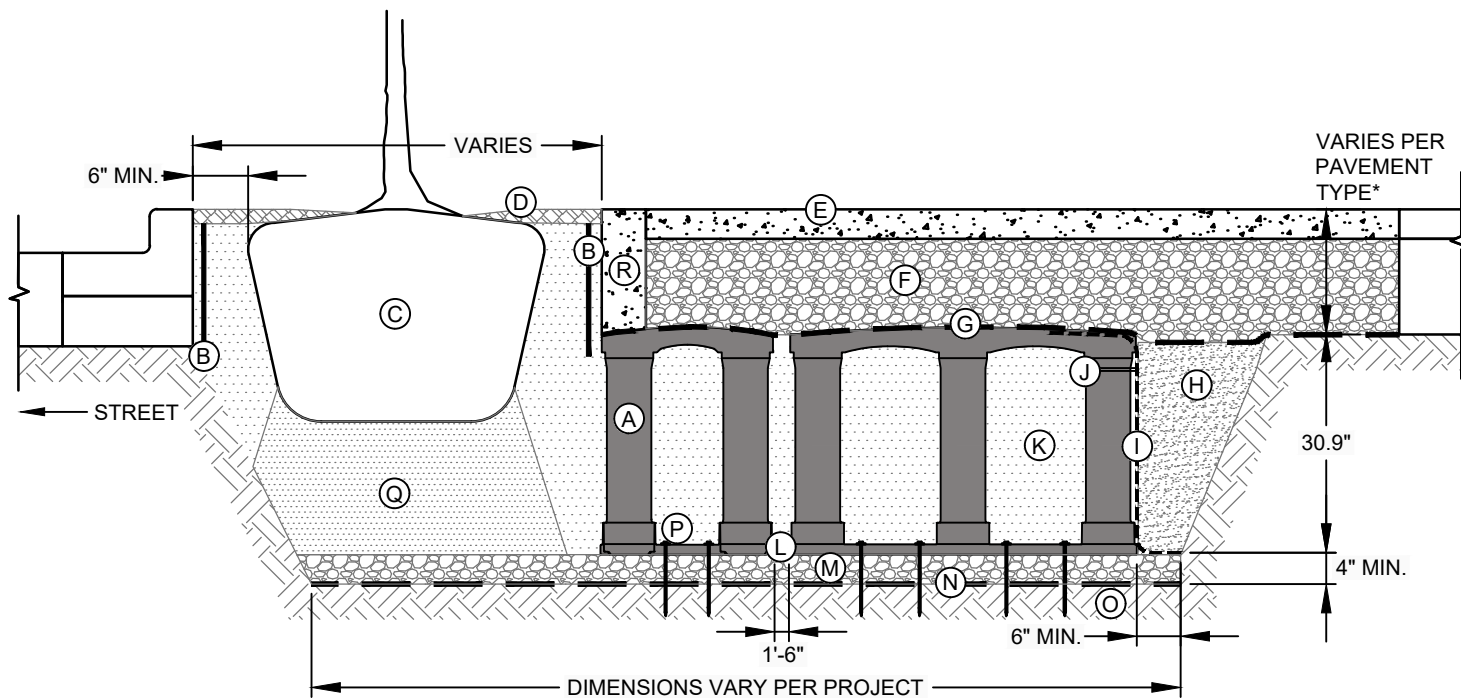


NOTES:

1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.
2. CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY.
3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
4. NO DIRECT BURIAL WIRE PERMITTED.
5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV. 1	CITY	10/2019		
			TREE WELL DETAIL	1



MODULAR SUSPENDED PAVEMENT SYSTEM

KEY PLAN:

- A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.
- B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
- C. TREE ROOT PACKAGE, SIZE VARIES
- D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- E. SURFACE TREATMENT, PER PROJECT
- F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
- G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
- H. BACKFILL, PER PROJECT SPECIFICATIONS
- I. GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP OF DECK).
- J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
- K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
- L. SILVA CELL BASE SLOPE, 10% MAX
- M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
- N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
- O. SUBGRADE, COMPACTED TO 95% PROCTOR
- P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
- Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
- R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

*MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING

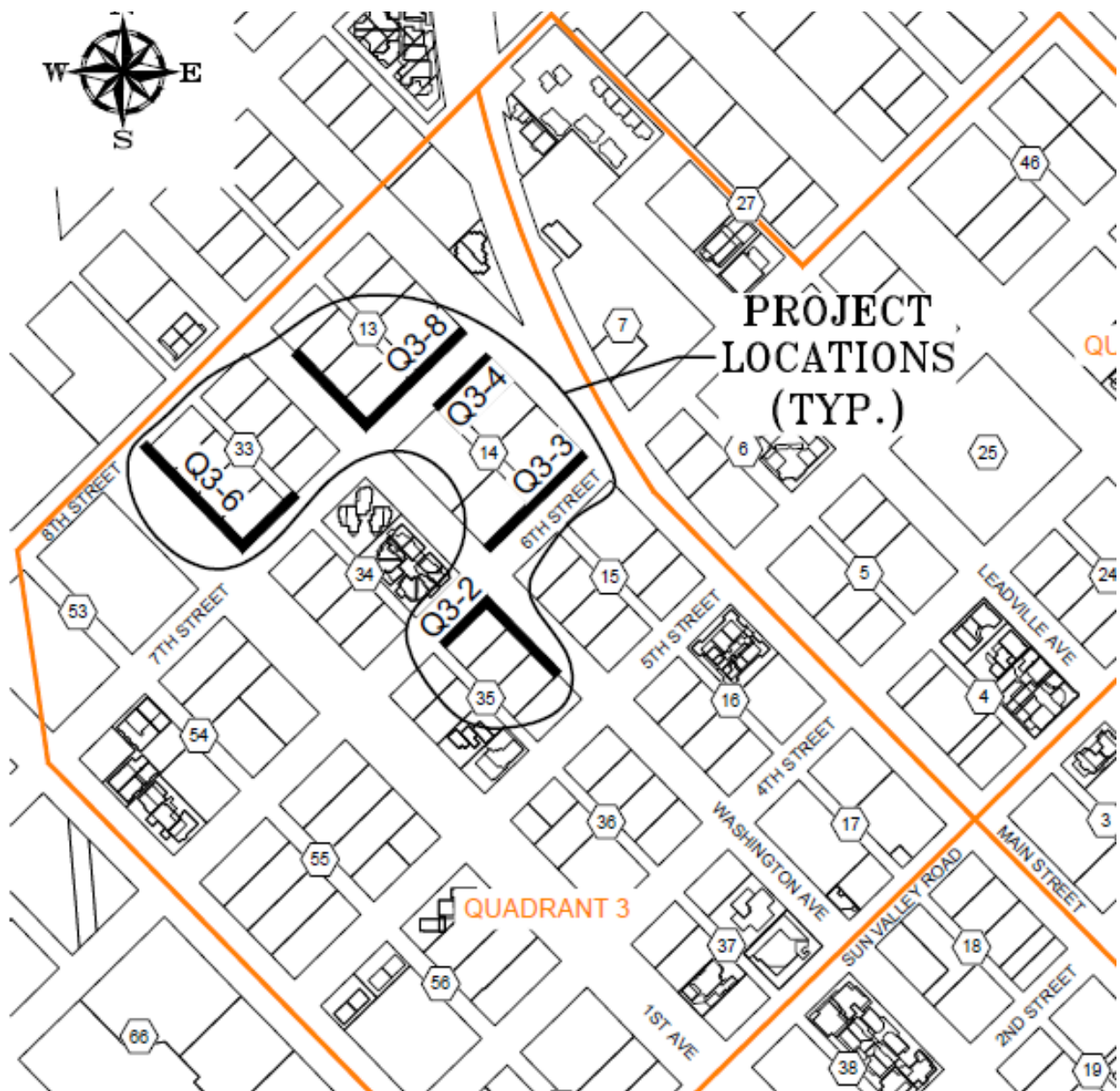
PAVEMENT	+ AGGREGATE BASE COURSE
4" CONCRETE	+ 4" AGGREGATE
3" PAVER	+ 12" AGGREGATE
4" ASPHALT	+ 12" AGGREGATE
2.6" PAVER	+ 5" CONCRETE

SECTION VIEW

NOTES:

1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV. 1	CITY	10/2019	TREE WELL DETAIL	2
				219





City of Ketchum
City Hall

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Not-to-Exceed Amount for Sun Valley Road Rehabilitation and Pedestrian Improvement Project

Recommendation and Summary

On March 15th, one qualified bid (Idaho Materials & Construction – IMC) was received for the Sun Valley Road Rehabilitation Project which is being jointly managed between the cities of Ketchum and Sun Valley. Staff presented the bid to City Council during the March 21st meeting. Council was comfortable with the initial bid but instructed staff to investigate areas for potential value engineering to reduce overall costs. Staff participated in a workshop on March 29th with Jacobs Engineering, the contractor and the City of Sun Valley. The contractor is currently updating the cost estimates for Council to review during the April 4th meeting.

"I move to approve a not-to-exceed amount of _____ for the Ketchum portion of the Sun Valley Road Rehabilitation Project."

Introduction and History

The initial bid documents called for the following five components (attachment #1):

1. Full rebuild of roadway from Main Street to Spruce Avenue
\$1,552,943.40
2. Pedestrian improvements
\$666,346.90
3. Alternate add option for new bike path from SV Road adjacent to Spruce Avenue to 4th Street
\$86,495.00
4. Alternate deduct option to only rebuild intersections
\$622,603.50 savings
5. Alternate deduct option to complete mill/inlay versus full rebuild of road
\$262,539.00 savings

During the March 21st Council meeting, it was determined to accept the full roadway bid amount, pedestrian improvements, and the add alternate for the new bike path connecting SV Road to 4th Street. Total project costs would be \$2,430,785; \$2,305,785 for construction and up to \$125,000 for final design (10%) and construction oversight/management (Jacobs Engineering). The Ketchum Urban Renewal Agency agreed during their March 21st meeting to fund fifty percent of the pedestrian

improvements. The net result would be a total cost to the City of Ketchum of \$2,054,364. The city has budgeted an initial amount of \$1,031,640. Adequate fund balance (approx. \$1.6m) exists in the LOT account to address the difference.

During the workshop, the contractor (IMC) felt there should be savings in the demolition estimate (\$445,368). Staff has also elected to remove the landscaping (pavers) portion from the bid and utilize an existing contract the City of Sun Valley possesses with a local vendor, which should be lower. IMC had no concerns about that approach. Jacobs Engineering and IMC will review the revised bid estimates during the April 4th meeting for your final approval.

Staff continues to work with the LDS Church to acquire a construction and maintenance easement for the new bike pathway.

Members of the public are encouraged to visit www.projectketchum.org to learn more about this project and provide feedback.

Sustainability Impact

Improved pedestrian and bike facilities along the roadway encourage locals and visitors to utilize alternative transportation.

Financial Requirement/Impact

Staff is recommending the Council fund the budget difference from the Local Option Tax Fund Balance account (approx. \$1.6m). URA has committed to fund fifty percent of total pedestrian improvement costs.

Attachment:

Bid schedules

Visual of planned pedestrian improvements

2022 SUN VALLEY ROAD REHABILITATION
CITY OF SUN VALLEY AND CITY OF KETCHUM

ADDENDUM NO. 4
TO THE CONTRACT DOCUMENTS
for the construction of
2022 SUN VALLEY ROAD REHABILITATION

Date: March 9, 2022
Project No.: D3489600

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of 2022 Sun Valley Road Rehabilitation dated February 2022 as fully and completely as if the same were fully set forth therein:

A. PART 1. PROCUREMENT REQUIREMENTS

1. Section 00 11 13, Advertisement for Bid, Page 1, First Paragraph, First Sentence: REVISES "3:00 P.M., local time, on March 10, 2022" to "10:00 A.M., local time, on March 15, 2022"
2. Section 00 41 13, Bid Form, 6. Basis of Bids, 6.2 Unit Price Bid Schedule:
 - a. DELETE tables and REPLACE with the following:

SCHEDULE 1 • MAIN STREET TO SPRUCE AVENUE (CITY OF KETCHUM)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
TEMPORARY					
1	Mobilization (510% of scheduled bid total)	1	LS	\$ 145,000.00	\$ 145,000.00
2	Construction Survey	1	LS	\$ 28,500.00	\$ 28,500.00
3A	Traffic Signs	110	EA	\$ 250.00	\$ 27,500.00
3B	Portable Tubular Markers	240	EA	\$ 12.50	\$ 3,000.00
3C	Type 11 Barricades	6	EA	\$ 34.50	\$ 207.00
3D	Type III Barricades	6	EA	\$ 105.00	\$ 630.00
3E	PCMS	147	08Y	\$ 115.00	\$ 16,905.00
3F	Pilot Car	0	HR	\$ 90.00	\$ 0.00
3G	Traffic Control Supervisor	315	HR	\$ 53.50	\$ 16,852.50
3H	Flagging	1,260	HR	\$ 49.00	\$ 61,740.00
4	Temporary Erosion & Sediment Control	1	LS	\$ 23,500.00	\$ 23,500.00
5	Dust Control	1	LS	\$ 33,000.00	\$ 33,000.00
DEMOLITION					
6	Excavation	3,339	CY	\$ 50.50	\$ 168,619.50
7	Removal of Curb & Gutter	258	LF	\$ 48.50	\$ 12,513.00
8	Removal of Asphaltic Concrete - Roadway	6,478	SY	\$ 20.50	\$ 132,799.00
9	Removal of Asphaltic Concrete - Pathway	74	SY	\$ 20.50	\$ 1,517.00
10	Removal of Concrete Sidewalk	22	SY	\$ 365.00	\$ 8,030.00
11	Remove, Retain and Replace Signage	7	EA	\$ 500.00	\$ 3,500.00

PW\DEN003\D3489600 ADDENDUM NO. 4
March 9, 2022 00 91 13 - 1
COPYRIGHT 2022 JACOBS

2022 SUN VALLEY ROAD REHABILITATION
CITY OF SUN VALLEY AND CITY OF KETCHUM

SCHEDULE 1 • MAIN STREET TO SPRUCE AVENUE (CITY OF KETCHUM)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
12	Demolish and Remove Existing Dry Weather Catch Basin	8	EA	\$ 2,950.00	\$ 17,700.00
13	Remove and Discard Existing Sign Post, Stop Sign and Foundation	2	EA	\$ 290.00	\$ 580.00
14	Remove, Retain and Reinstall RRFB, PPB and Light Pole	1	LS	\$ 28,500.00	\$28,500.00
ROADWAY/PATHWAY MATERIALS					
15	314" minus Aggregate Base Course	1,078	CV	\$ 120.00	\$ 129,360.00
16	Aggregate Embankment Course	1,443	CY	\$ 105.00	\$ 151,515.00
17	AC Pavement, SuperPave SP-3, PG584-28, 112" (Pathways)	5	TN	\$ 405.00	\$ 2,025.00
18	AC Pavement, SuperPave SP-3, PG64-28, 314" (Roadways)	1,601	TN	\$ 215.00	\$ 344,215.00
19	Concrete Sidewalk/ADA Ramps	443	SF	\$ 30.00	\$ 13,290.00
20	Curb Transition	14	LF	\$ 54.50	\$ 763.00
21	Zero-Reveal Curb	39	LF	\$ 54.50	\$ 2,125.50
22	3" Road Curb	81	LF	\$ 54.50	\$ 4,414.50
23	6" Vertical Curb	72	LF	\$ 54.50	\$ 3,924.00
24	Valley Gutter	42	LF	\$ 90.50	\$ 3,801.00
25	Pavement Marking	7,843	LF	\$ 0.80	\$ 6,274.40
UTILITIES					
26	Catch Basin	6	EA	\$ 3,200.00	\$ 19,200.00
27	Dry Well	6	EA	\$ 5,300.00	\$ 31,800.00
28	New Solid Lids	6	EA	\$ 585.00	\$ 3,510.00
29	12" RCP Culvert	71	LF	\$ 160.00	\$ 11,360.00
30	Whitely Ring/Grade Ring Adjustment - Manhole	10	EA	\$ 2,100.00	\$ 21,000.00
31	Adjust Gas Valve Box & Lid	6	EA	\$ 2,100.00	\$ 12,600.00
32	Adjust Pull Box (Traffic Rated)	1	EA	\$ 685.00	\$ 685.00
33	Adjust Water Valve Box & Lid	18	EA	\$ 2,100.00	\$ 37,800.00
34	Trench for 2" PVC Conduit	279	LF	\$ 42.00	\$ 11,718.00
35	Handhole - 13" x 14" x 24"	4	EA	\$ 1,300.00	\$ 5,200.00
WARNING SYSTEMS					
36	TUFTILE Truncated Domes	10	EA	\$ 600.00	\$ 6,000.00
37	New Sign (Stop Sign and Post)	2	EA	\$ 360.00	\$ 720.00
38	Install Sign Post Base	1	EA	\$ 300.00	\$ 300.00
SCHEDULE 1 - Total of Extended Unit Prices					\$ 1,552,943.40

ADDENDUM NO. 4 PW\DEN003\D3489600
009113 - 2 March 9, 2022
COPYRIGHT 2022 JACOBS

2022 SUN VALLEY ROAD REHABILITATION
CITY OF SUN VALLEY AND CITY OF KETCHUM

SCHEDULE 2 • MAIN STREET TO SPRUCE AVENUE- PEDESTRIAN IMPROVEMENTS (CITY OF KETCHUM)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
TEMPORARY					
1	Mobilization (5% of schedule bid total)	1	LS	\$ 56,500.00	\$ 56,500.00
2	Construction Survey	1	LS	\$ 15,500.00	\$ 15,500.00
3A	Traffic Signs	50	EA	\$ 250.00	\$ 12,500.00
3B	Portable Tubular Markers	180	EA	\$ 12.50	\$ 2,250.00
3C	Type II Barricades	10	EA	\$ 34.50	\$ 345.00
3D	Type III Barricades	0	EA	\$ 105.00	\$ 0.00
3E	PCMS	154	Day	\$ 115.00	\$ 17,710.00
3F	Pilot Car	0	HR	\$ 90.00	\$ 0.00
3G	Traffic Control Supervisor	220	HR	\$ 53.50	\$ 11,770.00
3H	Flagging	220	HR	\$ 49.00	\$ 10,780.00
4	Temporary Erosion & Sediment Control	1	LS	\$ 6,150.00	\$ 6,150.00
5	Dust Control	1	LS	\$ 8,000.00	\$ 8,000.00
DEMOLITION					
6	Excavation	702	CY	\$ 54.50	\$ 38,259.00
7	Removal of Curb & Gutter	587	LF	\$ 48.50	\$ 28,469.50
8	Removal of Asphaltic Concrete - Roadway	1,376	SY	\$ 20.50	\$ 28,208.00
9	Removal of Concrete Sidewalk	78	SY	\$ 365.00	\$ 28,470.00
10	Remove and Retain Pavers	140	SY	\$ 545.00	\$ 76,300.00
11	Remove Tree	1	EA	\$ 1,800.00	\$ 1,800.00
ROADWAY/PATHWAY MATERIALS					
12	314" minus Aggregate Base Course	221	CY	\$ 100.00	\$ 22,100.00
13	Aggregate Subbase Course	330	CY	\$ 85.00	\$ 28,050.00
14	AC Pavement, SuperPave SP-3, PG64-28, 314" (Roadways)	298	TN	\$ 210.00	\$ 62,580.00
15	Concrete Skewwalk/ADA Ramps	3,407	SF	\$ 30.00	\$ 102,210.00
16	Curb Transition	217	LF	\$ 54.50	\$ 11,826.50
17	Zero-Reveal Curb	128	LF	\$ 54.50	\$ 7,030.50
18	4" Vertical Curb	289	LF	\$ 54.50	\$ 15,750.50
19	VaDey Gutter	23	LF	\$ 90.50	\$ 2,081.50
20	Pavement Markings	6,608	LF	\$ 0.80	\$ 5,286.40
WARNING SYSTEMS					
36	TUFTILE Truncated Domes	107	EA	\$ 600.00	\$ 64,200.00
37	New Sign (Stop Sign end Post)	2	EA	\$ 360.00	\$ 720.00
38	Install Sign Post Base	5	EA	\$ 300.00	\$ 1,500.00
SCHEDULE 2 • Total of Extended Unit Price					\$ 664,346.90

2022 SUN VALLEY ROAD REHABILITATION
CITY OF SUN VALLEY AND CITY OF KETCHUM

SCHEDULE 3 - SPRUCE AVENUE TO NORTHERN GUN CLUB (CITY OF SUN VALLEY)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
24	5" Rotted Curb	1	LF	\$ 66.50	\$ 66.50
25	4" Concrete Valley Gutter	64	LF	\$ 90.50	\$ 5,792.00
28	Infiltration Swale	1	LS	\$ 10,500.00	\$ 10,500.00
27	Pavement Markings	54,600	LF	\$ 0.70	\$ 38,150.00
28	Landscape Restoration	1	LS	\$ 240,000.00	\$ 240,000.00
28A	Construct Stairs	1	LS	\$ 3,850.00	\$ 3,850.00
UTILITIES					
29	Sediment catch Basin	1	EA	\$ 6,850.00	\$ 6,850.00
30	New 14" CMP Culvert	8	LF	\$ 98.00	\$ 784.00
31	New 18" CMP Culvert	61	LF	\$ 100.00	\$ 6,100.00
32	New 24" CMP Culvert	10	LF	\$ 175.00	\$ 1,750.00
33	1" End Section	1	EA	\$ 650.00	\$ 650.00
34	Whirly gig/Grade Ring adjustment • Manhole	2	EA	\$ 2,100.00	\$ 4,200.00
35	Adjust Inlet	1	EA	\$ 1,600.00	\$ 1,600.00
38	Adjust Gas Valve Box & Ud	1	EA	\$ 2,100.00	\$ 2,100.00
37	Adjust Pullbox (Traffic Rated)	2	EA	\$ 685.00	\$ 1,370.00
38	Adjust Water Valve Box & Lid	11	EA	\$ 2,100.00	\$ 23,100.00
39	Concrete Collar - Valve	12	EA	\$ 1,400.00	\$ 16,800.00
40	Concrete Collar - Manhole	4	EA	\$ 1,400.00	\$ 5,600.00
SCHEDULE 3 Total of Extended Unit Price					\$ 133,798.18

ADDITIVE ALTERNATE- PATHWAY AT SPRUCE AVENUE (CITY OF KETCHUM)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
TEMPORARY					
1	Mobilization (10% of schedule bld total)	1	LS	\$ 8,500.00	\$ 8,500.00
2	Construction Survey	1	LS	\$ 7,250.00	\$ 7,250.00
3A	Traffic Signs	10	EA	\$ 250.00	\$ 2,500.00
3B	Portable Tubular Mat	30	EA	\$ 12.50	\$ 375.00
3C	Type II Barricades	4	EA	\$ 34.50	\$ 138.00
3D	Type III Barricades	0	EA	\$ 105.00	\$ 0.00
3E	PCMS	0	Day	\$ 115.00	\$ 0.00
3F	Pilot car	0	HR	\$ 90.00	\$ 0.00
3G	Traffic Control Supervisor	300	HR	\$ 53.50	\$ 16,050.00
3H	Flagging	0	HR	\$ 0.90	\$ 0.00
4	Temporary Erosion & Sediment Control	1	LS	\$ 1,800.00	\$ 1,800.00
5	Outlet Control	1	LS	\$ 5,100.00	\$ 5,100.00
DEMOLITION					

PW\DEN003\D3489600 ADDENDUM NO.4
March 9, 2022 09:13 - 5
COPYRIGHT 2022 JACOBS

2022 SUN VALLEY ROAD REHABILITATION
CITY OF SUN VALLEY AND CITY OF KETCHUM

ADDITIVE ALTERNATE- PATHWAY AT SPRUCE AVENUE (CITY OF KETCHUM)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
6	Excavation	20	CY	\$ 100.00	\$ 2,000.00
7	Removal of Culb & Gutter	64	LF	\$ 48.50	\$ 3,104.00
8	Removal of Asphaltic Concrete - Roadway	41	SY	26.00	\$1,066.00
9	Removal of Concrete Sidewalk	31	SY	\$ 365.00	\$ 11,315.00
10	Remove, Retain and Signage	1	EA	\$ 500.00	\$ 500.00
	ROADWAY/PATHWAY MATERIALS				
11	3 1/4" minus Aggregate Base Course	28	CY	\$ 105.00	\$ 2,940.00
12	Aggregate Subbase Course	6	CY	\$ 185.00	\$ 1,110.00
13	AC Pavement, SuperPave SP-3, PG584-28, 11Z' (Pathways)	18	TN	\$ 228.00	\$ 3,600.00
14	AC Pavement, SuperPave SP-3, PG64-28, 3 1/4" (Roadways)	4	TN	345.00	\$ 1,380.00
15	Concrete Sidewalk/ADA Ramps	150	SF	42.00	\$ 6,300.00
16	Curb Transition	6	LF	\$ 54.50	\$ 327.00
17	Zero-Reveal Curb	22	LF	\$ 54.50	\$ 1,199.00
18	3" Rolled Curb	45	LF	\$ 54.50	\$ 2,452.50
19	1" Wide-flange Curb	25	LF	\$ 54.50	\$ 1,362.50
20	Pavement Marking	66	LF	\$ 11.00	\$ 726.00
	WARNING SYSTEMS				
21	TUFTILE Truncated Domes	9	EA	\$ 600.00	\$ 5,400.00
ADDITIVE ALTERNATE Total of Extended Unit Prices					\$ 86,495.00

DEDUCT A- NO RECONSTRUCTION BETWEEN INTERSECTIONS (CITY OF KETCHUM)					
Item No.	Description	Estimated Quantity (see Note 1)	Unit		
	TEMPORARY				
1	Mobilization (5% of schedule bid total)	1	LS		
2	Construction Survey	1	LS		
3A	Traffic Signs	50	EA		
3B	Portable Tubular Markers	80	EA		
3C	Type II Barricades	2	EA		
3D	Type III Barricades	2	EA		
3E	PCMS	49	Day		
3F	Pilot Car	0	HR		
3G	Traffic Control Supervisor	0	HR		
3H	Flagging	630	HR		
4	Temporary Erosion & Sediment Control	1	LS		
5	Dust Control	1	LS		

ADDENDUM NO. 4 PW\DEN003\D3489600
00 91 13-6 March 9, 2022
COPYRIGHT 2022 JACOBS

2022 SUN VALLBY ROAD REHABR..ITATION
CITY OF SUN V ALLBY AND crrY OF KETCHUM

DEDUCTA - NORECONSTRUCTION BETWEEN INTIRIEC110N8 (CITY OF KETCHUM)					
..... No.	o.c, tptlon	El1fmalld Quantffr (8NNOC81)	Unit		
	DIIIOLOffION				
6	Excavallon	2,487	CY		
7	Removal of Alphaltic Concr918. Roadway	4,840	SV		
	ROADWAYIPAntW'AY MffRIALB				
8	314• mlnua Aggregate Bue Courae	807	CY		
9	Aggragal8 SIMale Course	1,078	CY		
10	AC Pavement, SuperPave SP-3, PG84- 28, 314• (Roadwaya)	1.201	TN		
D8DUCT A-Lump Sal (8N Nall 2)				\$ 622.60350	

Note 1: Quantllla .. provided for Blddt't'leatination.

Note 2: llddant are to provfde a lump Sum for Deduct A.

DEIJUCT 1- 2" MIU. AND OVERLAY BETWEEN INTB18EC'T10N8 (CITY OF KETCHUM)					
..... No.	Ducrlpllon	E9tiffaflICI Quanelty (8NNot.1)	Unit		
	TEllftORARY				
1	Mclblzalb , (\$101' of ac: hecllle bid 1 utal)	1	LS		
2	Conalruotlon Slavey	1	LS		
3A	Traffic Signs	50	EA		
3B	Portable Tubular Markert	80	EA		
3C	Typell Benadee	2	EA		
3D	Type II Banlcadea	2	EA		
3E	PCMS	49	Day		
3F	PlotCllr	0	HR		
3G	Traffic Control Supervisor	0	Hft		
3H	Flagging	630	HR		
4	Temporary Eroalon & Sediment Contro	1	LS		
5	Dust Control	1	LS		
	DEIIOUTION				
8	RemoYal of Alphaltic Concrete - Roadway	4,840	SY		
	IIIOADWAYIPA11MAY MATERIAL8				
10	ACPawment, SuperPave SP-3, PG&4- 28, 314• (Roadwaya)	534	TN		
	Deduct A - (Negative)	1	LS		
DEDUCT a - Lump 8mn (8N NOia 2)				' 262.539.00	

Note 1: Quantllfea are pn,vlded fOT Blddere estimation.

Note 2: **Bldder9** _.. to provide a Lwnp Sum for Deduct B.

PW\DBN003\D3489600 ADDENDUM NO. 4
March 9, 2022 09 13 - 7
CCOPYRIOIIT 2022 JACOBS



Sun Valley Road





Mobility – Sun Valley Road

- Scope

- Currently being designed & construction set for summer/fall 2022
- Road rebuild vs. original scope of mill and overlay
 - New ped crossings/ADA ramps
- Bike path connection – Sun Valley/Spruce Street to 4th Avenue

- Schedule

- Initial public open houses – January
- Final design submittal – January 31
- Bid advertising – February 14
- Bid opening – March 2
- **Construction kickoff (weather depending) – late April/early May³**



Capital Improvements Update

Mobility – Sun Valley Road





Capital Improvements Update

Mobility – Sun Valley Road





City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Review and Approve FY23 Budget Development Process and Associated Calendar

Recommendation

Staff is recommending the attached process and associated calendar for the development of the FY23 budget.

"I move to adopt the proposed budget development process for Fiscal Year 2023 and set associated key dates."

Introduction and History

Staff will request guidance on the following steps (*detail attached*) and dates during the meeting:

1. May 2: Mayor/Council budget briefing
2. June 27, 28, 29: Budget workshop (half day)
3. July 18: Public Hearing
4. August 1, 15 & Sept 6: Ordinance readings

The State of Idaho has set forth specific required steps and associated milestones with the development of the upcoming fiscal year budget. The most time sensitive is to set the date of our official public hearing and transmit that to the County Clerk by April 30th so that it can appear in the Assessor's notice to property owners. The Council will need to agree on a date/time for the June budget workshop. The Council must adopt a tentative budget so that it can be published (twice in the newspaper) prior to the official public hearing. Following the public hearing, the budget is then read three times as an ordinance and is adopted in concert with the third reading. These activities must be completed to meet certification of the property tax levy amount to the County by September 6th.

Sustainability

The budget currently allocates funds for sustainability activities.

Financial Impact

The city's current fiscal year appropriated budget is \$32,222,099 in total planned expenses and \$32,640,337 in revenues.

Attachments:

Proposed detailed process and associated key dates

FY23 Budget Development Process

April 4	Review process and calendar with Mayor & Council
April 11	Department budget worksheets (<i>due back April 26th</i>)
April 12	Department head kick-off session <ul style="list-style-type: none">• Review process and calendar (refine based on feedback)• Go over CIP/Equipment list and process to update• SWOT exercise• Discussion on known dept issues (must have and like to have)• Go over homework assignment - departments review (one week) FY23 updated base operating budgets to flag any issues. Schedule session with Jade/Shellie if needed.
April 18	Send email to NGO/Contract Agencies regarding budget development schedule and submission of information (<i>week of</i>)
April 26	Dept Head session <ul style="list-style-type: none">• Review General Fund 5-year forecast• Review outcomes from dept budget reviews• Review draft CIP
April 30	Budget Hearing Notification to Blaine County
May 2	Mayor & City Council Briefing <ul style="list-style-type: none">• Review current fiscal year performance/budget adjustments• Review FY22 revenue/expense five-year forecast• Review SWOT and dept issues list
June 17	Draft budget book and amendments for FY2022 delivered to Council Members
June 27,	Mayor & City Council Strategic Planning Session (<i>half day</i>)
June 28, or	• Review draft budget and provide feedback
June 29	
July 5	Finalize budget and present for tentative approval vote
July 18	Public Hearing
August 1	First Reading of Ordinance readings
August 15	Second Reading of Ordinance
September 6	Third Reading of Ordinance
September 6	L-2 tax levy due to the County



City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Closing on Warm Springs Preserve Property and Associated Interim Budget Request

Recommendation and Summary

Staff requests Council approve closing on the Warm Springs Preserve Property on April 14th. Related, staff is requesting approval of an Interim Budget Request to fund operation expenses to care for the property through the end of this fiscal year.

"I move to authorize (1) the Mayor to sign closing documents on April 14th for Warm Springs Preserve property and (2) the Interim Budget Request for operational maintenance costs for the remainder of this fiscal year."

The reasons for the recommendation are as follows:

- On April 5, 2021 the City Council approved the purchase option for the property. The original purchase price was \$9 million but was later reduced to \$8 million.
- The city retained a fundraising consultant, formed a community steering committee; and partnered with Spur Foundation (custodian of funds) to solicit private donations for the property.
- As of March 31, \$8,621,971.80 has been raised in donations and pledges. Spur Foundation will transfer \$8 million into an escrow account to be available on the day of closing.
- An Interim Budget Request of \$47,525 is needed to fund maintenance operations through the remaining fiscal year.

Introduction and History

Both the Option Agreement (attached) and draft Deed Restrictions (attached) outline the terms of the purchase and specify what can and cannot happen on the Warm Springs Preserve property in perpetuity.

- The drafted Deed Restrictions will officially go into place when the city closes on the acquisition of the property.
- Once the property is acquired, the city will engage the community in a Master Plan process. This effort will allow the public to provide feedback regarding the details of establishing new trails, adding public restrooms/maintenance shed, re-vegetation to conserve water, and creek restoration to improve natural habitat and reduce flood risks to adjacent properties.
- As outlined since the start of the campaign, the City of Ketchum is committed to the following priorities for Warm Springs Preserve:
 - A passive park for open space in perpetuity
 - Off-leash dog access
 - Informal activities (i.e., frisbee golf, dog walking)
 - Informal gatherings (i.e., picnics)
 - Nordic trail
 - Public restroom
 - Restoration of riparian zone adjacent to Warm Springs Creek and its floodplain connector trail
 - New irrigation system to preserve water/reduce maintenance costs

Master Plan Timeline

The city will utilize a professional design team with experience in similar master planning efforts to complete the project. Significant public engagement will occur throughout the process with the City Council as the final approval body of the plan.

- April/May 2022: retain design team for Master Plan
- June: public launch event at Warm Springs Preserve
- Summer 2022: conduct public engagement opportunities
- Implement the Master Plan in phases (funding dependent)
 - Phase I: Fall 2022: donor recognition elements (donor wall, signage, benches)
 - Phase II: 2023: public restroom/maintenance building, new irrigation system, and modest revegetation
 - Phase III: TBD – trail, flood/stream restoration

Staff has completed the attached budget to ensure proper maintenance and management of the property. The committee is still working to complete the \$1 million of donations to address the improvements outlined above and city staff is working to request open space funds (\$500,000) from Blaine County to help with the irrigation, vegetation, or restoration costs.

Sustainability Impact

The city intends to:

- recommission a new modern irrigation system
- revegetate in certain areas to transition from water intensive grasses to native grasses
- restore Warm Springs Creek to address flood plain and habitat issues

Financial Impact

Spur Foundation will transfer private donations into an escrow account to facilitate the closing of the property. The second attachment outlines the detailed operating budget to address on-going maintenance needs. Adequate funds exist within the current General Fund to address these increased expenses.

Attachments

- Executed Option Agreement
- Special Warranty Deed (to be executed at closing)
- Detailed operational budget

OPTION AGREEMENT 20610

THIS OPTION AGREEMENT (this "Agreement") dated as of April 28, 2021, is by and among Brennan Holdings No. 300, LLC, an Idaho limited liability company ("Optionor") and the City of Ketchum, Idaho, a municipal corporation ("Optionee", and together with Optionor the "Parties").

RECITALS

A. Optionor is the owner of the real property in the City of Ketchum, Idaho described as Blocks 2 through 8, Warm Springs Ranch Large Block Plat according to the plat thereof recorded as Instrument No. 576508, records of Blaine County, Idaho a copy of which is attached hereto as Exhibit A and water rights 37-212A, 37-2621, and 37-20381 both referred to as ("Property") for purposes of this Agreement.

B. Optionee desires to obtain an option to purchase the Property from Optionor and Optionor is willing to grant an option to purchase the Property to Optionee on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Option. For and in consideration of the sum of one dollar and other valuable consideration received, Optionor hereby grants to Optionee the exclusive right and option ("Option") to purchase the Property from Optionor. The purchase price ("Purchase Price") for the Property shall be nine million dollars (\$9,000,000). Optionee's exclusive right and option to purchase the Property herein provided shall be exercisable by Optionee, in accordance with the terms hereof, (provided this Option has not been terminated pursuant to the terms hereof) during the six (6) month period which commences on date the last signature is obtained on this Agreement. (such time period being hereinafter referred to as the "Option Period"). The Option period shall be automatically extended for an additional six (6) month period after the first six (6) period provided the Optionee has raised or has funding commitments totaling \$4.5 million dollars towards the purchase of the Property.

2. Exercise. The Option herein granted to Optionee shall be exercisable by delivery of written notice by Optionee to Optionor of its unconditional exercise of the Option to purchase the Property. Such notice shall be delivered to Optionor either by personal delivery or by certified or registered United States mail, postage prepaid, return receipt requested, addressed to Optionor at the address provided for Optionor in Section 9 of this Agreement.

3. Binding Contract. In the event Optionee exercises its Option to purchase the Property, this Option shall thereupon become and be a legally enforceable and binding contract

for the purchase by Optionee and sale by Optionor of the Property, in accordance with the terms and conditions herein provided. In the event Optionee fails to exercise the Option within the Option Period, this Option shall automatically terminate, and in the event of such termination, both parties shall be released from any further obligations hereunder, except for liabilities, actual or contingent, which arose prior to the date of termination. Optionor agrees not to sell, transfer, mortgage or otherwise encumber the Property during the Option Period.

4. AS IS Purchase: Optionee is relying solely upon Optionee's inspections as to the condition of the Property. Optionor is not making, has not made and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature, or condition of the Property, including, without limitation, the existence of hazardous waste, or the suitability of Property for Optionee's intended use. Optionee shall independently verify all information and reports regarding any aspect or feature of the Property provided by Optionor. Optionor does not guaranty the accuracy of any information or reports provided by Optionor, its agents or consultants. Optionee is purchasing the Property in "As Is" condition with all faults, including both latent and patent defects. As used herein "hazardous waste" shall mean any hazardous waste or pollutants, contaminants, or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule, or regulation, including, without limitation, asbestos, PCBs, petroleum and petroleum products and urea-formaldehyde.

5. Use of Property. Optionee agrees that the Property shall be used as a passive park for open space and that purpose shall be reflected in the Deed transferring ownership of the Property. Public facilities to improve access and maintenance, provide sanitation facilities, and restore Warm Springs Creek and its riparian zone and floodplain shall be expressly permitted.

6. Optionee's Conditions: Notwithstanding the exercise of this Option by Optionee, Optionee may terminate the Contract formed by the exercise of the Option unless each of the following conditions have been met or waived by Optionee on or before the Closing Date (hereinafter defined):

(a) Condition of Title. Title to the Property shall be conveyed by Special Warranty Deed ("Deed") and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, and tenancies, whether recorded or unrecorded, except those shown on Exhibit "B" attached hereto and made a part hereof, the lien of taxes not yet due and payable, and the title insurer's standard printed exceptions ("Permitted Exceptions"). The Permitted Exceptions shall include the Development and Rezoning Agreement attached hereto as Exhibit "C".

(b) Title Insurance. Escrow Holder shall be prepared to deliver to Optionee, upon closing, an Owner's Policy of Title Insurance, in the full amount of the purchase price, insuring fee simple title to the Property to be vested in Optionee, subject only to the Permitted Exceptions.

7. Closing: Within two (2) days from the date of the exercise of the Option by Optionee, Optionee shall open escrow with Blaine County Title, Inc., Ketchum, Idaho ("Escrow")

Holder”). Closing shall occur on the tenth (10th) business day following the date of Optionee’s exercise of the Option (“Closing Date”). In the event closing does not occur on the Closing Date for reasons other than the default of Optionor, Optionor may terminate the Contract formed by the exercise of this Option by giving five (5) days’ written notice to Optionee. If closing has not occurred within five (5) days after giving such notice, the Contract formed by the exercise of this Option shall automatically terminate and neither Optionee nor Optionor shall have any further obligations to the other and Optionor shall be entitled to retain the Option consideration paid by Optionee. On or before the Closing Date the parties shall deposit the following with Escrow Holder: (a) Optionor shall deposit a duly executed and acknowledged Deed conveying the Property to Optionee, (b) Optionee shall deposit the purchase price in immediately available funds, and (c) both parties shall provide instruction to the Escrow Holder to disburse the entire purchase price to Optionor upon recordation of the Deed, and when Escrow Holder is in a position to issue the title policy required by Section 5(b).

8. Costs: Optionee shall pay the costs of recording the Deed conveying Property to Optionee. Any escrow fees shall be paid equally by both parties. Taxes and assessments shall be prorated as of the Closing Date. For the purposes of prorations, Optionee shall be deemed to have owned the Property for the entire Closing Date. Optionee shall pay the cost of Optionee’s Owner’s Policy of Title Insurance. All other costs including all other recording fees, any state documentary stamps, transfer taxes and excise taxes shall be paid by Optionee.

9. Default: Time is of the essence of this Option. Upon the failure of either party to perform their obligations hereunder, such party shall be deemed to be in default. Upon a default occurring, and failure of the defaulting party to cure such default within the cure period described below), the non-defaulting party may at its election:

(a) If the defaulting party is the Optionor, Optionee may terminate this Agreement or the contract formed by the exercise of the Option by written notice to the Optionor, or (ii) pursue its legal or equitable remedies;

(b) If the defaulting party is Optionee, Optionor may (i) terminate the contract formed by the exercise of the Option by written notice to Optionee, or (ii) pursue its legal remedies including money damages, or (iii) its equitable remedies including seek specific performance of this Agreement or the contract formed by the exercise of the Option.

The parties declare it to be their intent that this Agreement and the contract formed by the exercise of the Option may be specifically enforced. A defaulting party shall have the right to cure any default within five (5) days following receipt of notice of default from the non-defaulting party.

10. Notices: All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, U.S. Mail, certified, return receipt requested, or other reliable delivery service such as Federal Express or UPS, postage or delivery charges prepaid, addressed to the appropriate party at the address set forth below:

If to the Optionor: Brennan Holdings No. 300, Post Office Box 1991, Sun Valley,
Idaho 83353, Attention: Robert M. Brennan, Managing Member

With a copy to: Lawson Laski Clark, PLLC, Post Office Box 3100, Ketchum,
Idaho 83340, Attention: Edward A. Lawson

If to Optionee: City of Ketchum, Post Office Box 2315, Ketchum, Idaho 83340
Attention: City Administrator

All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term “*receipt*” shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt, (b) the date of receipt of the notice or other document by the person or entity to whom it was addressed, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

11. Miscellaneous

A. *Expenses.* Except as otherwise provided in this Agreement, or as otherwise agreed to in writing by the parties, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

B. *Rules of Construction.* The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

C. *Counterparts.* This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

D. *Entire Agreement.* This Agreement, together with the Exhibits and Schedules hereto, and any documents delivered by the parties in connection herewith constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof.

E. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho without regard to its rules of conflict of laws.

F. *Severability.* In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their reasonable best efforts to substitute a valid, legal,

and enforceable provision which, insofar as practicable, implements the original purposes and intents of this Agreement.


G. *Assignment; Reliance of Other Parties.* Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto in whole or in part (whether by operation of law or otherwise) without the prior written consent of the other parties and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any Person other than the parties hereto any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

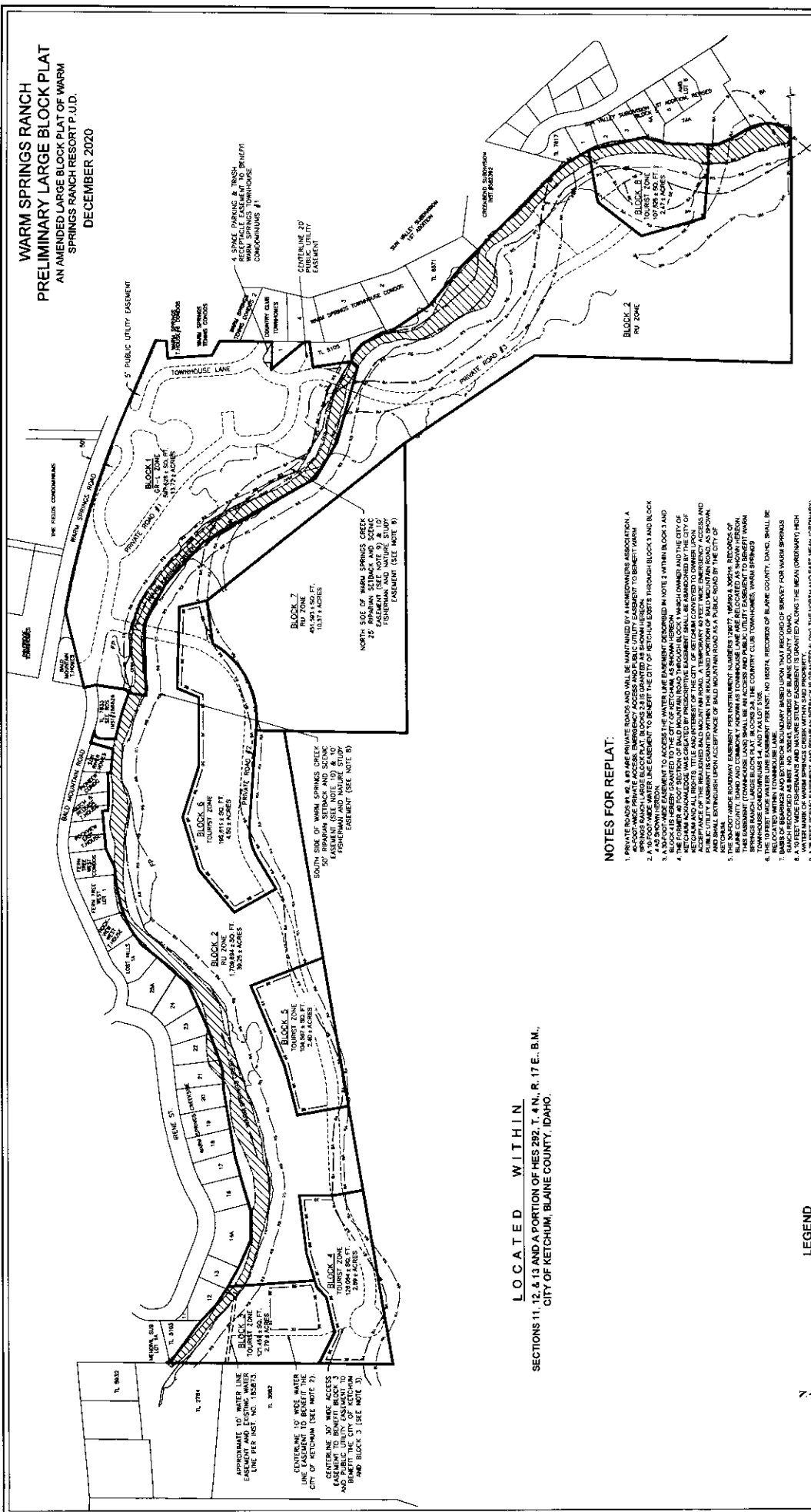
Brennan Holdings No. 300, LLC,
an Idaho limited liability company

By: 
Robert M. Brennan, Managing Member

City of Ketchum, Idaho, a municipal
corporation

By: 
Neil Bradshaw, Mayor

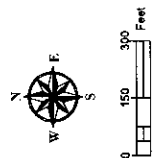
WARM SPRINGS RANCH
PRELIMINARY LARGE BLOCK PLAT
 AN AMENDED LARGE BLOCK PLAT OF WARM
 SPRINGS RANCH RESORT P.U.D.
 DECEMBER 2020



LOCATED WITHIN
 SECTIONS 11, 12, & 13 AND A PORTION OF RES 292, T. 4 N., R. 17 E., B.M.,
 CITY OF KETCHUM, BLAINE COUNTY, IDAHO.

LEGEND

PROPERTY BLOCK BOUNDARY	---
ADJOINING PROPERTY LINES	---
EASEMENT LINE - TYPE & WIDTH AS SHOWN	---
BLACKED ENVELOPE FLOOD LINE - RES 292A 2010	---
BLUE ANCHORAGE LINE (SEE NOTE 13)	---
RED ANCHORAGE LINE (SEE NOTE 13)	---
WETLANDS PER SAVOOTH ENVIRONMENTAL, (CPICA 2019)	---



PREPARED BY:
 BROWN & ASSOCIATES P.A.
 1000 N. 10TH ST., SUITE 100
 KETCHUM, IDAHO 83701
 PHONE (208) 738-8121 FAX (208) 738-8111
 WWW.BROWN-PA.COM
 DATE: 12/10/2020 BY: J. BROWN

NOTES FOR REPLAT:

1. PRIVATE BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983,

Recording Requested By and When Recorded Mail Tax Statements To:	
---	--

(Space Above Line For Recorder's Use)

SPECIAL WARRANTY DEED

Grantor, BRENNAN HOLDINGS NO. 300, LLC, a limited liability company duly qualified to do business in the state of Idaho, for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant and convey, in fee simple, to the CITY OF KETCHUM, IDAHO, a municipal corporation, whose present address is Post Office Box 2315, Ketchum, Idaho 83340, GRANTEE, its successor and assigns, all of the following described real estate ("Property") situated in the City of Ketchum, County of Blaine, State of Idaho, to wit:

Blocks 2-8, Warm Springs Ranch Large Block Subdivision according to the plat thereof recorded as Instrument No. _____, records of Blaine County, Idaho

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

Grantor warrants to the Grantee, and its successors in title, that Grantor has not created or permitted to be created any lien, charge or encumbrance against the Property which is not shown in the public record, and Grantor covenants that it will defend the Property to the extent of the warranties made herein against the lawful claims of all persons.

Grantee covenants and agrees for itself and its successors and assigns that the Property will forever be a passive park for open space, permitted with only the facilities described herein. The Property will be for use only between sunrise and sunset and shall not at any time be appropriated for or occupied by any structure, building or edifice, nor be in any manner built upon, obstructed, improved or used except for: (1) daytime uses consistent with a passive park and one Special Event regardless of size (as defined in Ketchum Municipal Code Section 12.32 on the date hereof) each calendar year the purpose of which shall be limited to raising funds for maintenance, repair and improvements to the Property, (2) one or more public pedestrian-only trails up to ten feet wide (Nordic-skiing shall be considered a pedestrian use when snow is present), (3) Warm Springs Creek and adjacent riparian zone and floodplain restoration and maintenance, (4) a pump house, public restroom and a single story building up to one thousand square feet and not exceeding a height of twenty-seven feet from natural grade for storage of equipment and supplies needed for maintenance of the Property may be located where shown on Exhibit "A" attached hereto. No camping or open fires shall be allowed at any time. There shall be no parking on Lopey Lane. The existing parking lot on the Property (including the access driveway) approved for 24 parking spaces shall not be relocated or expanded but the vehicles in

the parking lot (and the access driveway) shall be screened from view from lots adjacent to the Property with landscaping. By acceptance of this deed Grantee agrees for itself and its successors and assigns that the foregoing shall be covenants running with the Property which shall be faithfully observed by Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto caused the deed to be executed in its name this _____ day of _____, 2021.

Brennan Holdings No. 300, LLC, an Idaho
limited liability company

By: _____
Robert M. Brennan, Manager

State of Idaho)
) ss.
County of Blaine)

On this _____ day of _____, 2021, before me, _____
_____, a Notary Public in and for said State, personally appeared
ROBERT M. BRENNAN, known or identified to me to be the manager of Brennan Holdings
No. 300, LLC, the limited liability company that executed the within instrument or the person
who executed the instrument on behalf of said limited liability company, and acknowledged to
me that such limited liability company executed the same.

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

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

City of Ketchum

Warmsprings Ranch

Maintenance Budget 2022 (April 1st to September 30th)

Personal Services

Professional services contract (personnel)	32000
Total Personal Services	32000

Materials and Services

Dog waste bags	2675
Bag dispenser stations	650
Garbage bags	450
Dumpster (emptied weekly)	625
Temporary Bathrooms (1 handicapped and 1 regular)	2075
Hand sanitizing station	350
Fuel and lubricants	450
Utilities (electricity for irrigation pump)	1750
Maintenance (sprinkler repair, sprinkler parts, Materials, etc.)	5000
Miscellaneous	1500
Total Materials and Services	15525

Total Warmsprings Ranch	47525
--------------------------------	--------------



City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Update on Bluebird Community Housing Project

Recommendation and Summary

Staff has been working with representatives from both GMD Development and Ketchum Community Development Corporation (KCDC) regarding their updated construction/financing costs associated with implementation of the Bluebird Community Housing Project. Attached is a letter from GMD and KCDC outlining their request with supporting documentation of the original and updated financial proformas.

The GMD/KCDC presentation to Council will review key variances in their financial pro forma, which includes the dramatic increase in construction costs and unprecedented decline in Blaine County Area Median Income (AMI). City staff will need direction from the Council to prepare the final financial participation agreement for Council approval (April 18th).

Introduction and History

During the October 4th meeting, City Council approved the design for the Bluebird Community Housing project as recommended by the Planning and Zoning Commission. Findings of Fact and Conclusions of Law were later adopted by the Council. On November 18th, the City Council approved a long-term lease for the project.

The development team is now working with the city regarding issuance of their building permit. The city has already formally surplus-ed old city hall and awarded a demolition contract to a local vendor. The contractor has completed the asbestos remediation and recycled building materials; full demolition is expected to begin next week.

Sustainability Impact

The availability of community housing in the city limits reduces trip generation associated with local workers.

Financial Impact

A local funding match was a major factor in the successful award of federal tax credits by Idaho Housing Finance Association. The city's original commitment was \$1.4 million and is now being requested to increase to \$3.3 million to address the increase in construction costs and impact of decreased Blaine County AMI. City staff will be prepared to review the current balance of the In-Lieu Housing Fund.

Attachments

Letter from GMD and KCDC



March 31, 2022

Jade Riley
City Administrator
City of Ketchum
191 5th Street West
Ketchum, ID 83340

Suzanne Frick
Executive Director
Ketchum Urban Renewal Agency
191 5th Street West
Ketchum, ID 83340

**RE: Bluebird Village Additional Funding Request
Housing In Lieu Fund
KURA Infrastructure Fund**

Dear Jade and Suzanne,

As you know we last applied for local gap funding for the Bluebird Village project during the summer of 2020 as part of second application for low income housing tax credits from IHFA, which successful in obtaining an award. Since that time we have moved forward with the project design and permitting process. In addition, we have recently updated our cost estimate and financial underwriting of the 51 unit development. Since the application for tax credits the development environment for all new construction projects has changed dramatically because of impacts from the COVID 19 pandemic, supply chain disruptions, labor shortages, historically high inflation, and significant migration to Idaho and Blaine County which has made the need for housing even more acute. Construction costs related to material and labor are up significantly, yet the area median income/rent limits for Blaine County have decreased over 4.7% since the 2020 funding applications were submitted, causing a material decrease in supportable mortgage debt. The overall 51-unit Bluebird Village project has seen an increased total development cost of \$3.8 million, and a decline of source loan proceeds of \$1.82 million, a negative total source and use swing of \$5.74 million. While most of this change is expected to be met by the 4% and 9% tax credit portions of the project financing, additional local contributions from the Housing in Lieu Fund and the KURA are needed to maintain feasibility. Therefore, with this letter we would like to request additional funding in the amount of \$1,900,000 from the City of Ketchum Housing in Lieu Fund and additional funding of \$255,953 (plus the cost of any qualifying plan review additions) from the KURA infrastructure fund.



Attached as Exhibit One to this letter is a summary source for the project comparing the Source and Use of the project from August 2020 to today. This summary shows how the project has changed in each major cost category and financial sources for each program since the original local funding request in the summer of 2020. Below is a discussion of the cost increases, decrease in supportable debt and other factors which have contributed to the need for additional funding for the project.

PROJECT COSTS

The most significant change in project costs came in hard construction costs which are up over \$3.65 million from the original budget estimates to the current estimate (see attached Exhibit Two). Construction industry material, labor and transportation costs are all up 20% since the summer of 2020, primarily because of effects of the COVID pandemic (see attached industry information). In addition, a spike in construction activity and labor shortages in Blaine County (and Idaho) has made it difficult to obtain competitive bidding from multiple subcontractors in the local market and regionally. Everyone is busy with work in their local market. Conrad Brothers construction has worked hard to leverage its subcontractor relationships to obtain reasonable costs in the new environment. Bluebird's cost increase is consistent with the industry trends. We have worked hard with the design team to incorporate alternative materials at a lower cost, but basic materials like lumber, concrete and steel do not have viable alternatives. Recognizing the continuing dynamic development environment and pending 2022 material cost increases that have been announced, GMD Development has already taken a contract position regarding the lumber for the project to avoid a \$90,000 cost increase. And it will likely have to take further material contract positions prior to closing to maintain the existing cost estimate.

Soft costs have not seen as much of an increase, but they are up as well. We have been able to negotiate a lower 3 month funded operating reserve, with the other 3 months in the form of a 15 year guarantee from GMD which reduces upfront funded reserves materially. We have been able to lock the construction loan interest rate at this time so we are also showing some savings in that area.

FINANCING / SUPPORTABLE DEBT / EQUITY MARKET

The tax credit applications submitted in early September 2020 utilized the then effective HUD AMI information for 2020. Since that date the 2021 AMI for Blaine County has been released as well, and GMD has obtained the projected 2022 AMI from Novogradac. From 2020 to 2022 the Blaine County AMI has gone down by 4.7%, resulting in an average rent reduction on the 4% project of about \$60 per unit per month. Combine this with increased permanent interest rates



of 75bhps on the 9% deal and 60bhps on the 4% deal, higher operating expense projections and the loss of 5 units in the 4% project due to Design Review considerations, the total supportable hard debt for the hybrid project has declined \$1.82 million. Given the extremely tight housing market in Ketchum we are negotiating for a 5% vacancy rate in the underwriting which is included in these numbers and does help mitigate the supportable loan dilution. We do have revised final construction and permanent loan term sheets from Glacier Bank with locked interest rates for the construction and permanent loans, so this part of the financing is firm at this time despite the rising interest rate environment.

On the equity side of the equation we have seen tax credit pricing decline some since the summer of 2020 with investor fund yields moving up. However, we have been able to attract Freddie Mac as a direct investor in the deal which will help them meet certain rural investment objectives, and lower investor yield targets. Therefore, despite the tax credit equity market moving against us, we expect to maintain proceeds with similar pricing from the original tax credit applications in 2020. In addition, we have been able to negotiate the funded operating reserve down from 6 months to 3 (with the other 3 being in the form of a guarantee) which has created some upfront savings. We do not have revised final investor letters at this time but expect them in the coming days.

In summary because of changes in the development cost and financing environment a sources gap of \$5.74 million has been created. Five sources of are coming together to cover this gap. This request for additional local resources is significant, but necessary to see the project move forward. Below is a summary of the variety of sources being used to cover the gap.

INCREASED SOURCES

KURA	255,953	4%
City of Ketchum	1,900,000	33%
Retail Space	418,000	7%
4% Tax Credits	2,604,051	45%
9% Tax Credits	568,860	10%
TOTAL	5,746,864	100%



Bluebird Village represents a long community effort to create affordable rental housing in Ketchum. From its inception the story of Bluebird Village has been full of challenges. And now not only is it facing the same historically high development cost increases as projects in all locations, but the additional rare burden of a declining AMI in Blaine County that has significantly impacted the supportable loans for the project. GMD has moved quickly to lock in interest rates and obtain the best underwriting to minimize the impact, but it is still real. We have also moved to lock in contracts on certain materials to manage further cost increases. We are taking extraordinary steps with tremendous risk exposure to minimize the gap in a very dynamic development environment to keep the project moving forward. We hope the City of Ketchum and the KURA can give its strongest consideration to granting this request for additional local funding to ensure the success of Bluebird Village.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Dunfield', is placed over the printed name.

Gregory M. Dunfield
President / Owner

EXHIBIT ONE

SUMMARY TOTAL HYBRID PROJECT (51 Units)

		Aug 2020	Feb 2022	
DEBT	Conv Loan / TE Bonds	5,882,823	4,054,000	(1,828,823)
	KURA	564,860	820,813	255,953
	City of Ketchum	1,400,000	3,300,000	1,900,000
	Other	0	0	0
	Retail Condo Sale / Loan	850,000	1,268,000	418,000
	DDF	626,394	511,543	(114,851)
EQUITY	TC Investor	12,465,972	15,638,883	3,172,911
	Solar Tax Credits	44,460	44,460	0
	NOI	84,447	87,737	3,290
	Total	21,918,956	25,725,436	3,806,480
USES				
	Land	10	10	0
	Hard Construction	16,004,664	19,662,599	3,657,935
	Soft Construction	2,095,577	2,210,730	115,154
	Third Party Reports	59,000	83,041	24,041
	Lender Financing Costs	367,406	317,156	(50,250)
	Bond COI	128,150	139,150	11,000
	Const Period Interest	770,000	700,000	(70,000)
	Soft Costs	425,022	678,658	253,636
	Reserves	269,127	134,110	(135,016)
	Developer Fee	1,800,000	1,799,982	(18)
	Total	21,918,955	25,725,436	3,806,481
	Cash Developer Fee	1,173,606	1,288,439	114,833
			5.01%	

Blaine County, ID

Novogradac & Company LLP's AMI Analysis

Area Median Income (100%)

	2017	2018	2019	2020	2021	2022
1 person	\$54,500	\$54,000	\$53,300	\$54,900	\$52,500	\$52,300
2 people	\$62,200	\$61,800	\$60,900	\$62,700	\$60,000	\$59,800
3 people	\$70,000	\$69,500	\$68,500	\$70,600	\$67,500	\$67,200
4 people	\$77,800	\$77,200	\$76,100	\$78,400	\$75,000	\$74,700
5 people	\$84,000	\$83,400	\$82,200	\$84,700	\$81,000	\$80,700
6 people	\$90,200	\$89,600	\$88,300	\$90,900	\$87,000	\$86,700
7 people	\$96,500	\$95,700	\$94,400	\$97,200	\$93,000	\$92,600
8 people	\$102,700	\$101,900	\$100,500	\$103,500	\$99,000	\$98,600
Change		-0.77%	-1.42%	3.02%	-4.34%	-0.40%

100% Rent Limits

1 Person / Bedroom + 1	2017	2018	2019	2020	2021	2022
Studio (1.0)	\$1,362	\$1,350	\$1,332	\$1,372	\$1,312	\$1,307
1 bedroom (1.5)	\$1,458	\$1,447	\$1,427	\$1,470	\$1,406	\$1,401
2 bedrooms (3.0)	\$1,750	\$1,737	\$1,712	\$1,765	\$1,687	\$1,680
3 bedrooms (4.5)	\$2,022	\$2,007	\$1,978	\$2,038	\$1,950	\$1,942
4 bedrooms (6.0)	\$2,255	\$2,240	\$2,207	\$2,272	\$2,175	\$2,167
5 bedrooms (7.5)	\$2,490	\$2,470	\$2,436	\$2,508	\$2,400	\$2,390

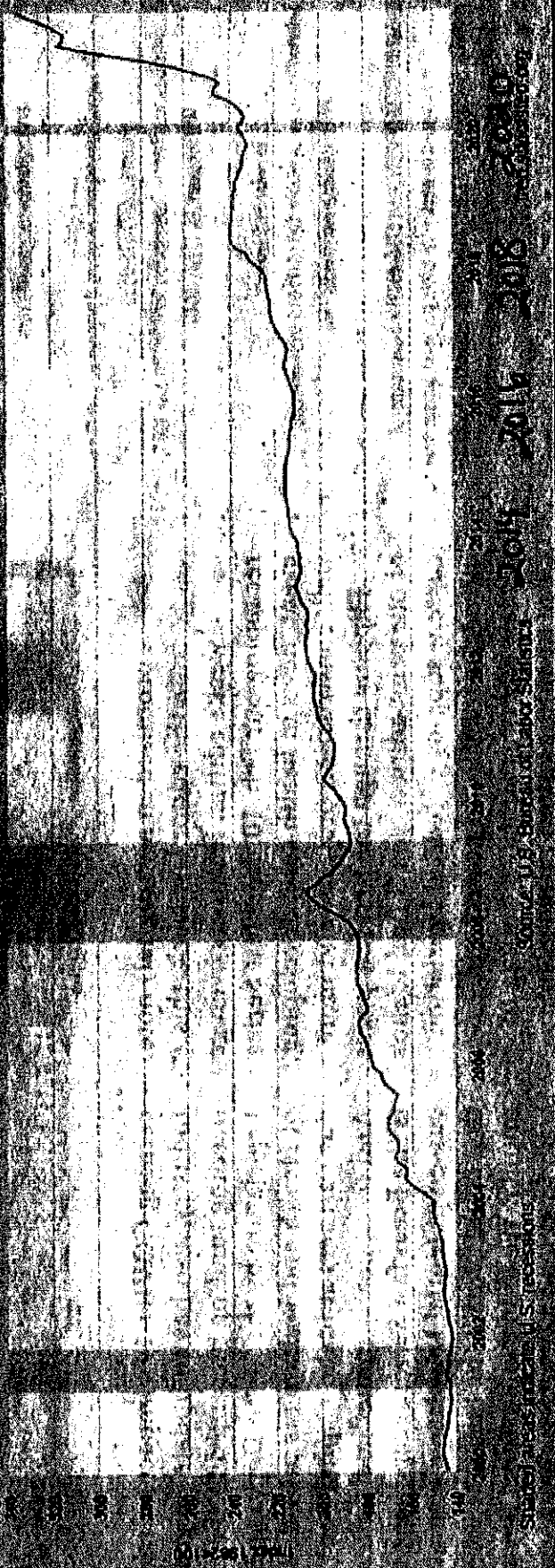
This estimate was calculated using the same method and source data that HUD uses to calculate Area Median Income (AMI). The calculation may include CPI estimates published by the Congressional Budget Office. It is highly likely that this CPI estimate will be revised down. We unable to determine the magnitude of the change in CBO's estimate of CPI and any change in CPI will impact income limits. As outlined in the terms and conditions, the Estimator is not intended to be used for any final financial decisions and should be used as one data point in many when attempting to understand the income and rent for a given area.



Average Increase (AMGI): 0.9%/year

Close Window

FRED



The national construction materials price index for Dec 1, 1999 to Dec 1, 2021. CHART COURTESY OF THE FEDERAL RESERVE BANK OF ST. LOUIS

Construction costs increases in one graph

Sometimes it really is true that a picture can be worth a thousand words. In this case that picture is a graph courtesy of the Federal Reserve Economic Data (FRED) hosted by the Federal Reserve Bank of St. Louis. The graph shows the national construction materials price index from Dec 1, 1999 to Dec 1, 2021. The latter three years of the most recent reporting period by the U.S. Bureau of Labor Statistics, which is the agency that compiles this index. The data show that construction material prices have risen an aggregate 42% since February 2020, the month before the memorable pandemic recession.

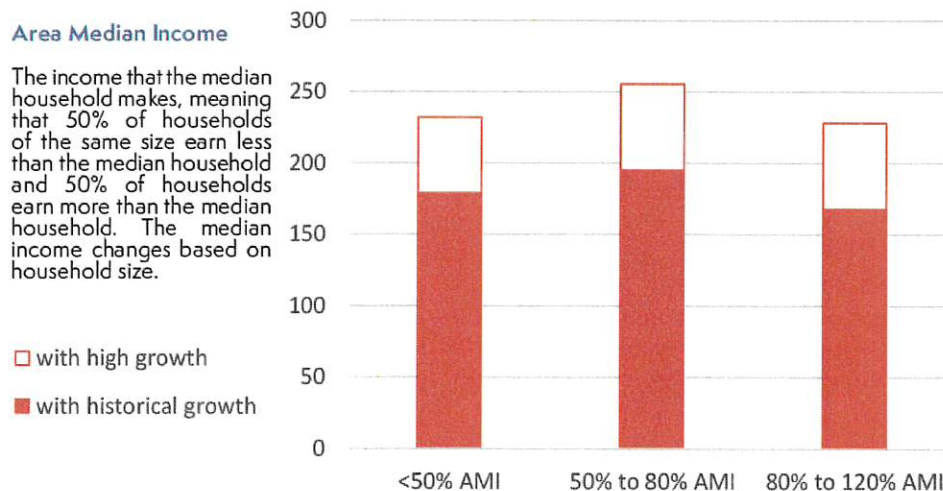
DEMAND

Does not include the 335 lost renter households from 2010 to 2019. High growth is modeled because of the pandemic population boom Ketchum experienced, when between 2019 and 2020 our population grew by 25% (unlike the historic 1% annual growth).

Total Projected Demand

	DESCRIPTION	HISTORIC GROWTH (1% per year)	HIGH GROWTH (3% average)
New Households	New households based on projected population growth by 2030	+224	+546
Current Households	Households in need of stabilization, at risk of displacement, such as: <ul style="list-style-type: none"> • cost burdened • people experiencing homelessness • substandard housing • overcrowding 	436	436
TOTAL UNITS	Total projected units needed by 2030: <ul style="list-style-type: none"> • Stabilizing households in their current unit • Transitioning vacant/seasonal/STR to owner- or LTR-occupied • New construction 	660	982
Units per Year		66 annually	98 annually

Projected new, converted, or preserved homes needed in 10 years, by income level



HOUSING CRISIS IMPACTS

1. Vulnerable populations: Housing instability is creating financial, social and emotional challenges for residents across the valley. The National Association for Mental Illness, Wood River Valley explained what they are hearing from their clients: "Fear of the unknown, stress of abandoning other people who they might be leaving behind if they move and confusion about what the

relocation may look like.” In addition to increasing the likelihood of depression and suicide, displacement and housing instability also has physical impacts: It disrupts childhood development and immune system responses, and increases likelihood of hospitalization.

Stress resulting from housing instability is compounded by nonprofit and social service networks that can be difficult to navigate, especially for those in crisis. Respondents indicated that they, or their clients, were often shuffled from one agency to the next in an attempt to access resources. Often these clients would complete a process only to find out that they did not meet the eligibility criteria – and indeed, eligibility criteria may even specifically screen out some of the most vulnerable community members.

2. Business viability: Business viability and access to a stable workforce was a common idea shared when over 30 interviewees were asked to identify a “key indicator” for the housing environment. A few local business owners noted that they have had to cut hours/reduce days or completely close....The employees that they do have are exhausted.
3. Community character: Sentiment from a variety of interviewees is the sense that Ketchum is losing its identity as the housing market becomes challenging and people move away. Many respondents felt that the pursuit of accessible community housing represents more than a roof over community members’ heads – it’s a quest to maintain the “soul” of the community.

The housing crisis is also affecting the community’s ability to withstand stress: It is damaging social networks and supports and is displacing vital workers.

CARISSA CONNELLY | CITY OF KETCHUM

Housing Strategist

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: (208) 727-5088 | f: 208.726.7812

cconnelly@ketchumidaho.org | www.ketchumidaho.org

BLUEBIRD VILLAGE

Revised Funding Request

APRIL 4, 2022

TO: CITY OF KETCHUM CITY COUNCIL / KETCHUM URBAN RENEWAL AGENCY



BY: GMD Development - Gregory Dunfield
KCDC - Charles Friedman



OUTLINE

1. Project Description
2. Community Benefit
3. Source and Use Comparison
4. Cost Increase / Supportable Loan Decrease
5. Closing the Gap

Bluebird Village is a proposed mixed-income, mixed-use development that will target Ketchum's workers.

51

Residential workforce affordable housing units in Ketchum's Commercial Core

- Primarily targeting 50-70% of median income
- External storage lockers for all units

45

Car parking stalls including some electric car charging

84

Bike parking stalls including some electric charging / cargo

2

Retail commercial spaces facing East Ave and East 5th Street

Solar PV array / All Electric building

Complementary design and materials for downtown Ketchum

Certified market study and lenders and investors’ underwriters verify demand for unit mix and amenities.

Currently only 3% of existing homes in Ketchum are 1 bedroom

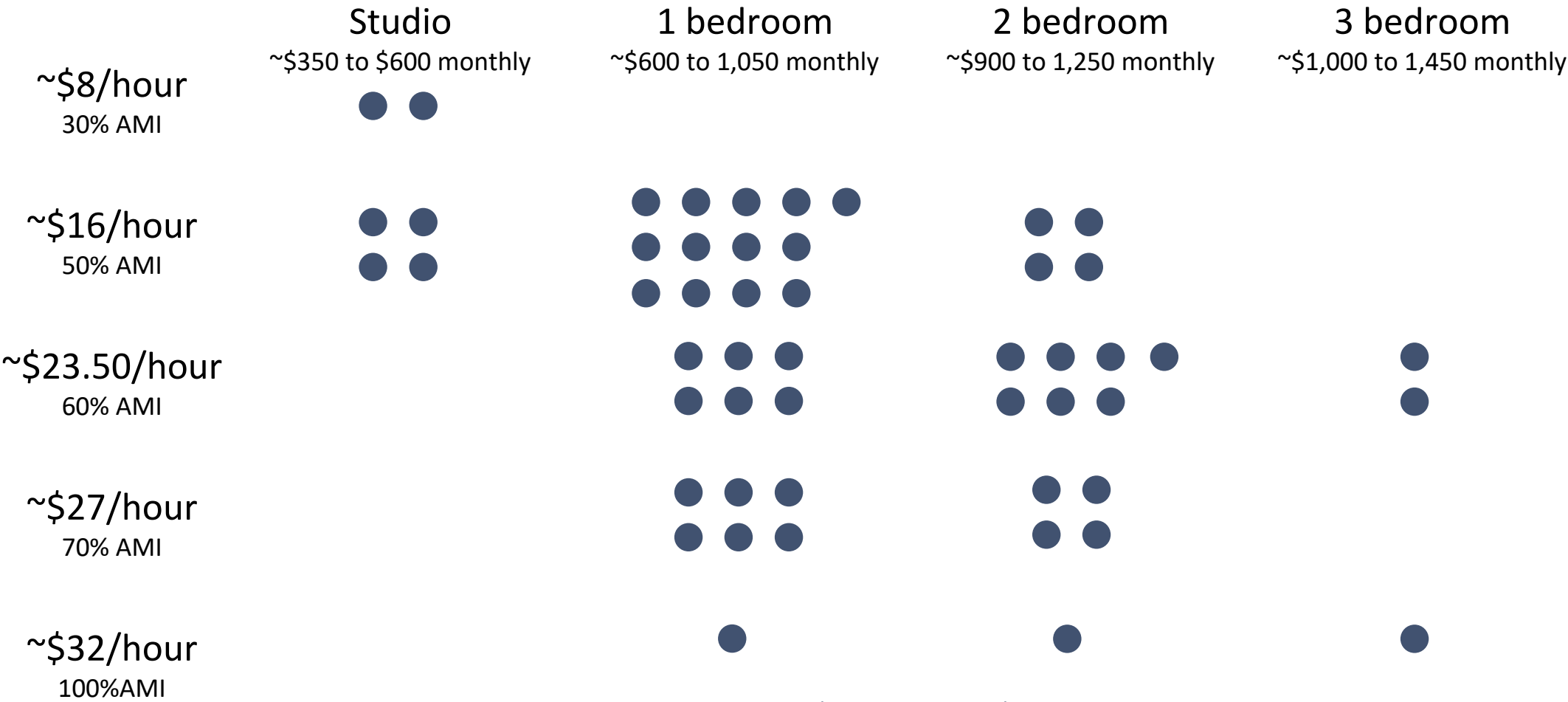
Studio	1 bedroom	2 bedroom	3 bedroom
10%	51%	33%	6%
5 units	26 units	17 units	3 units
~465 sf	~660 sf	~760 sf	~1065 sf
EXTERNAL UNIT AMENITIES		INTERNAL UNIT AMENITIES	
<ul style="list-style-type: none">Storage units with shelvesRoof top deckCommunity spaceExercise roomBike parkingE-bike charging		<ul style="list-style-type: none">Decks/balconiesstorageWasher & dryerEnergy star appliances	

COMMUNITY BENEFITS TO HIGH-DENSITY WORKFORCE HOUSING DOWNTOWN

- **Vibrant downtowns require a mix of uses, including housing, to activate it at various hours (a la “live, work, play”)**
Policy H-1.4 of Comprehensive Plan. Integrated Housing in Business and Mixed-Use Areas: **Housing should be integrated into the downtown core** ... The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.
- **Increases Ketchum’s diversity of housing options**
Core Value 4 of Comprehensive Plan
- **Central location enables sustainable, healthy living, and engaged workers**
 - Easy access to groceries and other amenities
 - Pedestrian, bike, and bus allows for alternative, healthier, less expensive forms of commute.
 - St. Luke’s Wood River Health Assessment determines that long commutes contribute to obesity: “each additional hour spent in a car per day is associated with a 6 percent increase in the likelihood of obesity.”
 - Employees with less of a commute are more engaged (<https://www.planetizen.com/node/67379>)

Most of the new units will be 1 and 2 bedrooms for households earning \$16 to \$27 per hour.

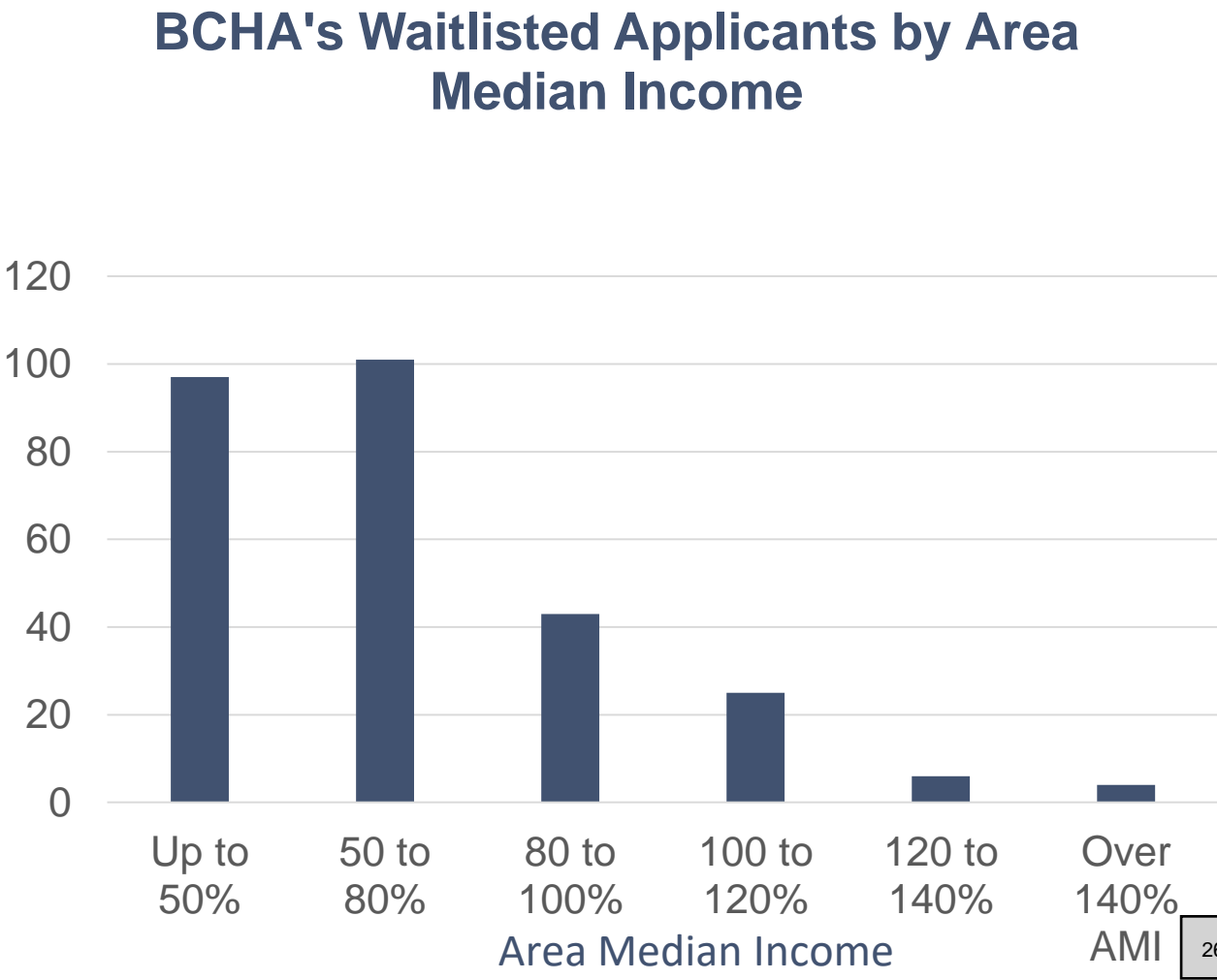
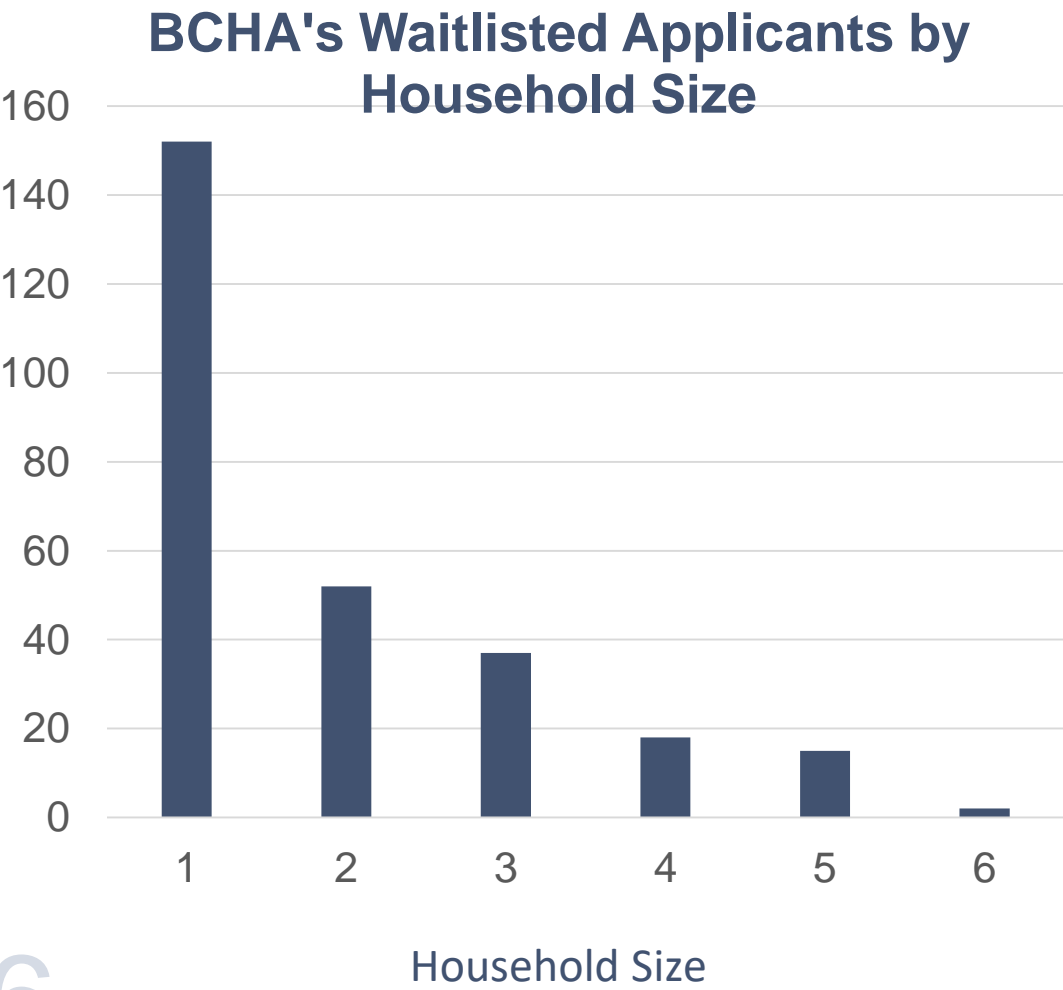
INCOME TARGETING & RENTS



- Wage estimate based on working 50 weeks/year, 40 hours/week
- Active local workforce preference

Most of the new units will be 1 and 2 bedrooms – and there is a need for those unit sizes.

- Does not include ARCH, The Housing Company, Syringa, or other waitlists



Many workers in Ketchum’s primary industries will be qualified to live in Bluebird.

INCOME TARGETING & INDUSTRY MEDIAN EARNINGS



SOURCE: U.S. Census Bureau, American Community Survey 5-Year Estimates, 2019 for Blaine County, Idaho. Industry by median earnings in the past 12 months for full-time, year round civilian employed population

LONG TERM AFFORDABILITY COMMITMENTS

LAND IS RESTRICTED FOR AFFORDABLE HOUSING

40

Years of tax credit land use restrictive agreement
(per Idaho Housing Finance Agency requirements)

75

Years of land lease covenant with City of Ketchum for affordable rental housing

LOCAL NON-PROFIT OWNER AND LENDER

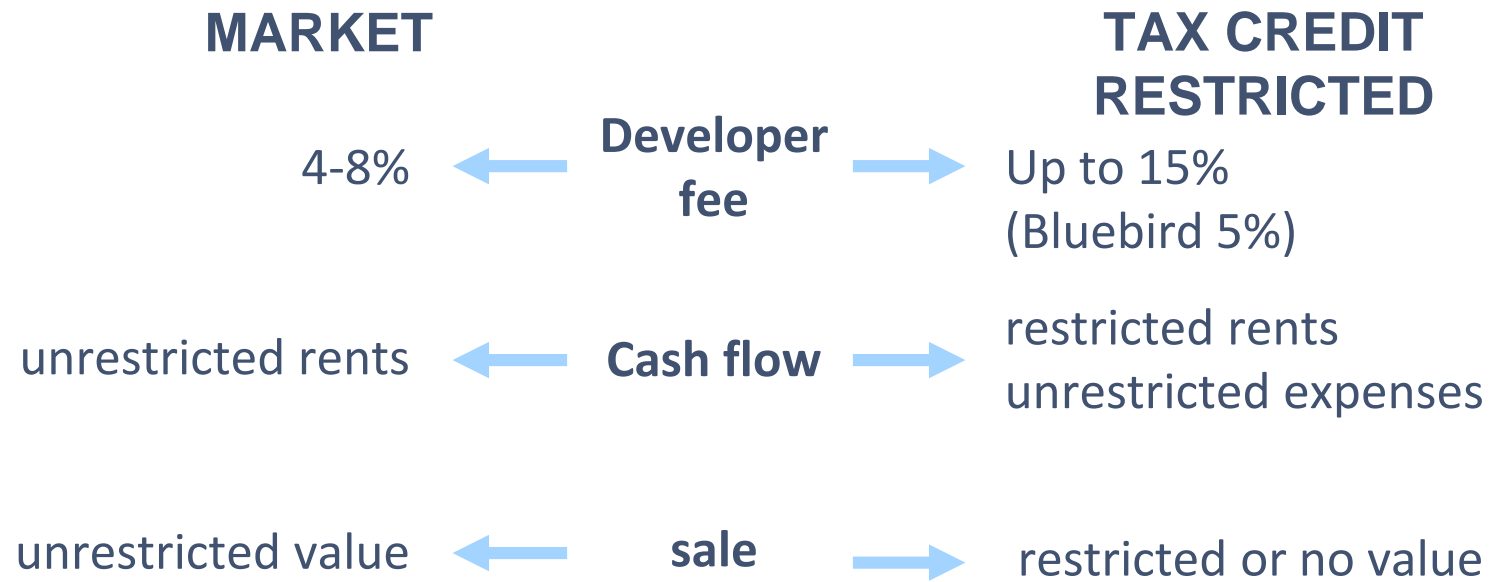
Long-term economic benefits are reinvested in Ketchum for housing

- Local non-profit ownership by Ketchum Community Development Corporation (KCDC)
- KCDC has a long-term housing mission within Ketchum

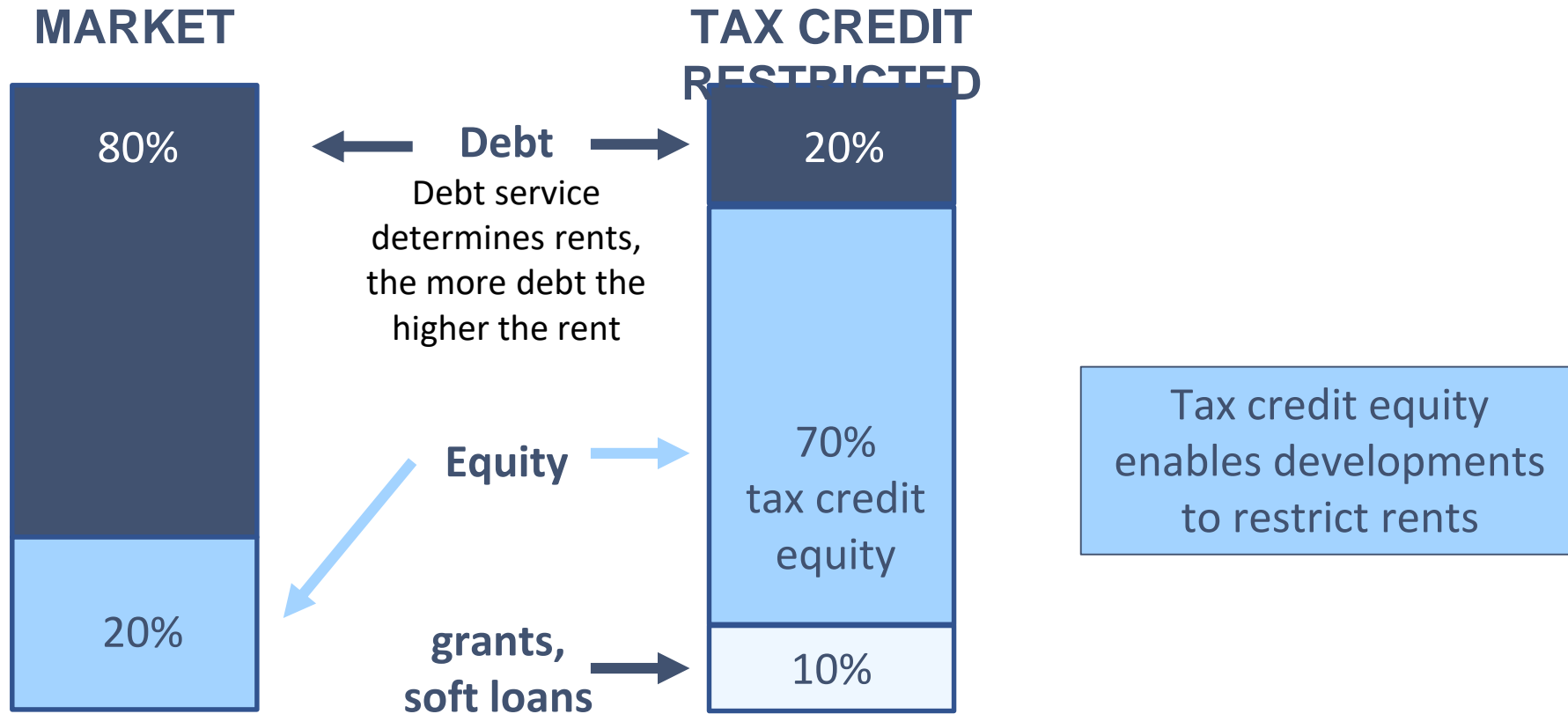
Ensured repayment of local funding, to be reinvested

- KCDC as the lender also ensures that repayment will be reinvested in Ketchum

MARKET RATE VS AFFORDABLE DEVELOPMENT COMPARISON

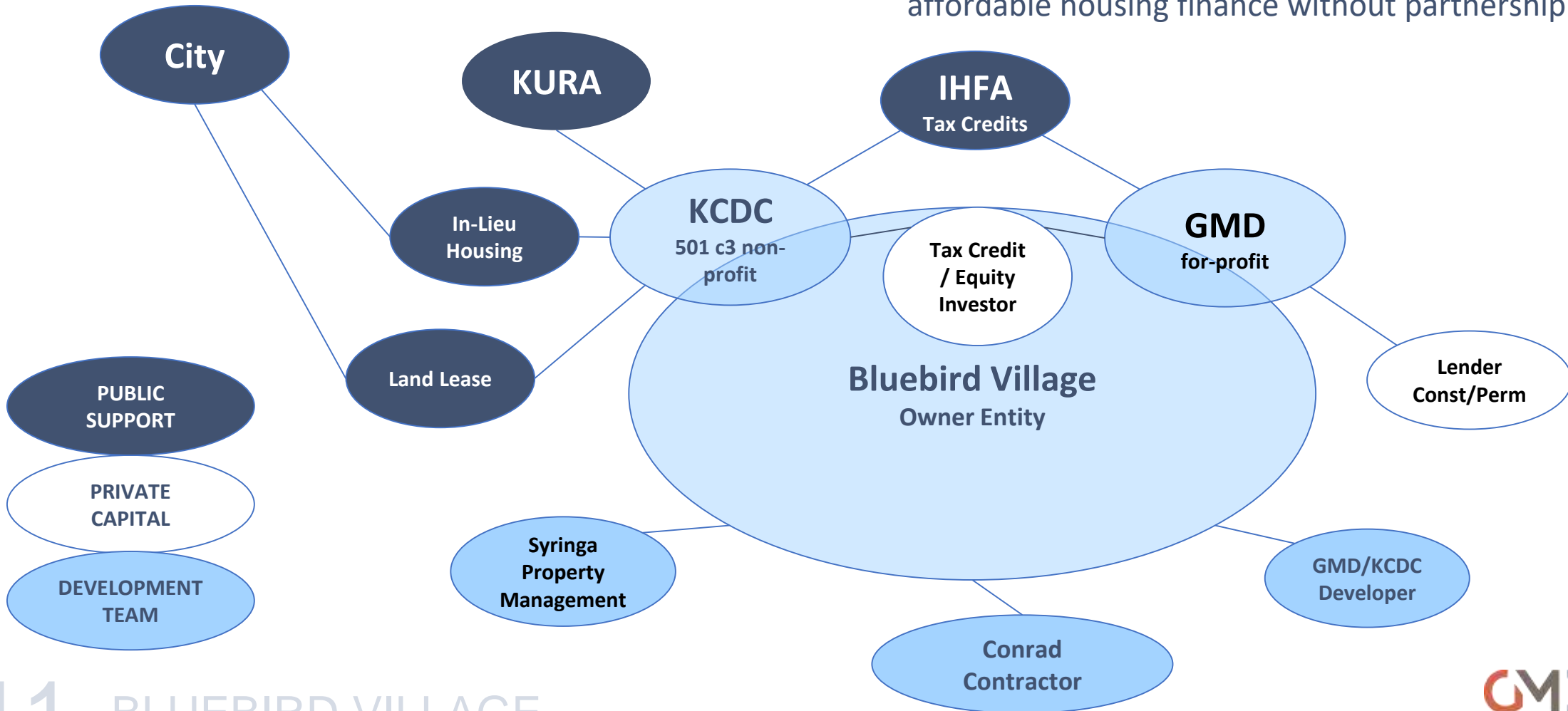


MARKET RATE VS AFFORDABLE DEVELOPMENT COMPARISON



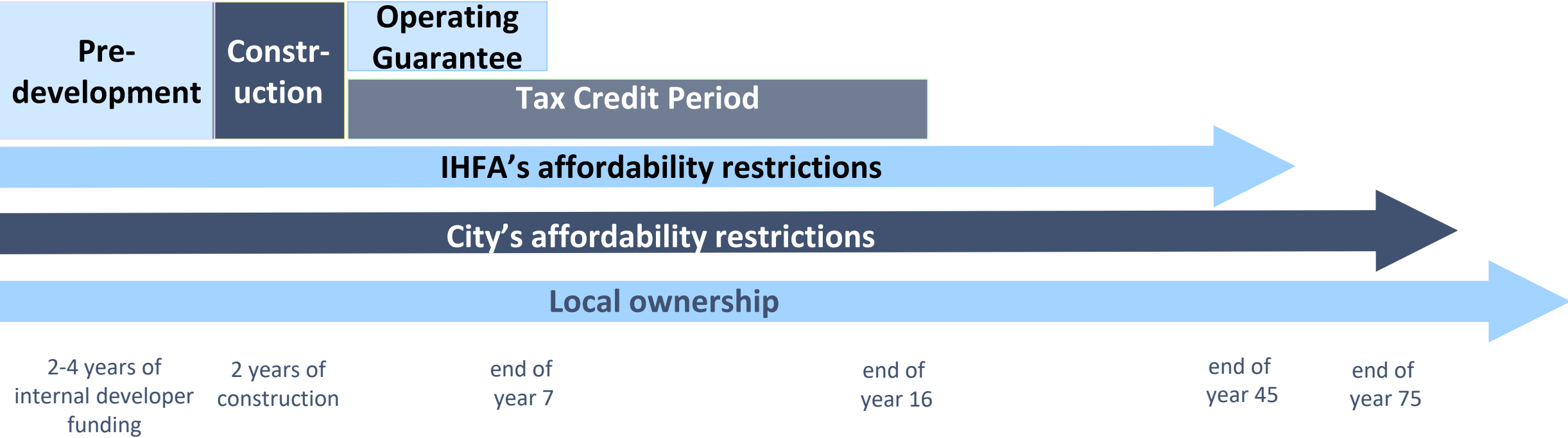
PARTICIPANTS

- affordable housing is complicated
- need Ketchum Community Development Corporation (KCDC) to access financing
- KCDC gains experience and capital, enabling access to affordable housing finance without partnership later



BLUEBIRD'S TIMELINE

- ownership converts fully to KCDC at year 16
- Idaho Housing Finance Agency's (IHFA) restrictions expire at year 45
- City of Ketchum's ground lease for 75 years
- local ownership continues



SOURCE & USE COMPARISON

SUMMARY TOTAL PROJECT (Residential, Parking, Commercial)

		Aug 2020	Feb 2022	Difference
DEBT	Conv Loan / TE Bonds	5,882,823	4,054,000	(1,828,823)
	KURA	564,860	820,813	255,953
	City of Ketchum	1,400,000	3,300,000	1,900,000
	Other	0	0	0
	Retail Condo Sale /			
	Loan	850,000	1,268,000	418,000
	DDF	626,394	511,543	(114,851)
EQUITY	TC Investor	12,465,972	15,638,883	3,172,911
	Solar Tax Credits	44,460	44,460	0
	NOI	84,447	87,737	3,290
	Total	21,918,956	25,725,436	3,806,480
USES	Land	10	10	0
	Hard Construction	16,004,664	19,662,599	3,657,935
	Soft Construction	2,095,577	2,210,730	115,154
	Third Party Reports	59,000	83,041	24,041
	Lender Financing			
	Costs	367,406	317,156	(50,250)
	Bond COI	128,150	139,150	11,000
	Const Period Interest	770,000	700,000	(70,000)
	Soft Costs	425,022	678,658	253,636
	Reserves	269,127	134,110	(135,016)
	Developer Fee	1,800,000	1,799,982	(18)
	Total	21,918,955	25,725,436	3,806,481
	Cash Developer Fee	1,173,606	1,288,439	114,833
			5.01%	

SOURCE & USE COMPARISON

SUMMARY TOTAL PROJECT

(Residential, Parking, Commercial)

- Debt decreased due to lower rents – a result of lower area median income
- Construction costs increased – a trend occurring worldwide
- Equity increased to help cover the gap
- A gap remains without increasing local contribution

	Aug 2020	Feb 2022	Difference
DEBT	Conv Loan / TE Bonds	5,882,823	4,054,000
	KURA	564,860	820,813
	City of Ketchum	1,400,000	3,300,000
	Retail Condo Sale / Loan	850,000	1,268,000
	DDF	626,394	511,543
EQUITY	TC Investor	12,465,972	15,638,883
	Solar Tax Credits	44,460	44,460
	NOI	84,447	87,737
	Total	21,918,956	25,725,436
			3,806,480
USES	Land	10	10
	Hard Construction	16,004,664	19,662,599
	Soft Construction	2,095,577	2,210,730
	Third Party Reports	59,000	83,041
	Lender Financing Costs	367,406	317,156
	Bond COI	128,150	139,150
	Const Period Interest	770,000	700,000
	Soft Costs	425,022	678,658
	Reserves	269,127	134,110
	Developer Fee	1,800,000	1,799,982
	Total	21,918,955	25,725,436
			3,806,481
	Cash Developer Fee	1,173,606	1,288,439
	5.36%	5.01%	114,833

CONSTRUCTION COST UNEXPECTEDLY INCREASED WORLDWIDE

News articles from
last 24 hours

ETNOW

Business > Economy Personal Finance Markets Companies Industry Real Estate LIC IPO

Live TV

Thinking of buying a house? Real estate prices to go up as cost of construction increases 12% YoY



MARKET

EVENTS

SECTOR

A perfect storm of labour and cost challenge

ICBA CEO breakfast looks at current state of the industry

Wednesday, March 30, 2022
by Cheryl Mah

Demand for new construction remains at record levels. Economic headwinds, however, are say the least.

And developers? They're working shortages countering their every n

How does the commodities landsc newsletter from [Avison Young](#) bi

Rising construction costs continue to be a challenge. Last year experienced record price increases for steel, lumber and aluminum, to name a few, but a surge in demand "allowed the market to absorb and pass through many of the added costs."

Construction Costs Hit Record High: Report

By [Gail Kalinoksi](#)

March 25, 2022

Trends Development Featured National More

The Urban Developer
Thursday, March 31, 2022 | °C | Australia

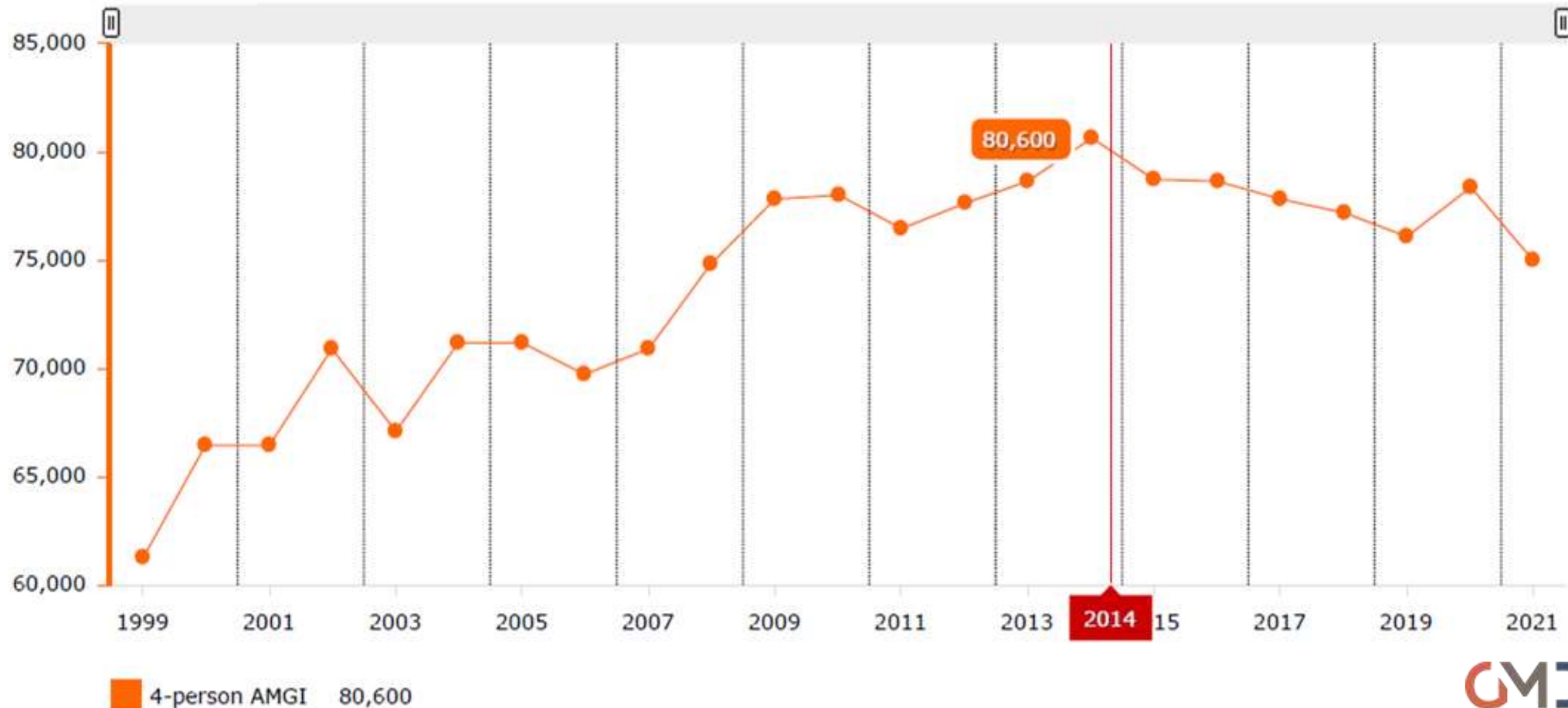
HOME LATEST NEWS CITIES SECTOR ARCHITECTURE MARKETS

MARKETS MARISA WIKRAMANAYAKE THU 31 MAR 22

Approvals Rise Despite Skyrocketing Construction Costs

Blaine County's Area Median Income decreased by 5% since initial ask

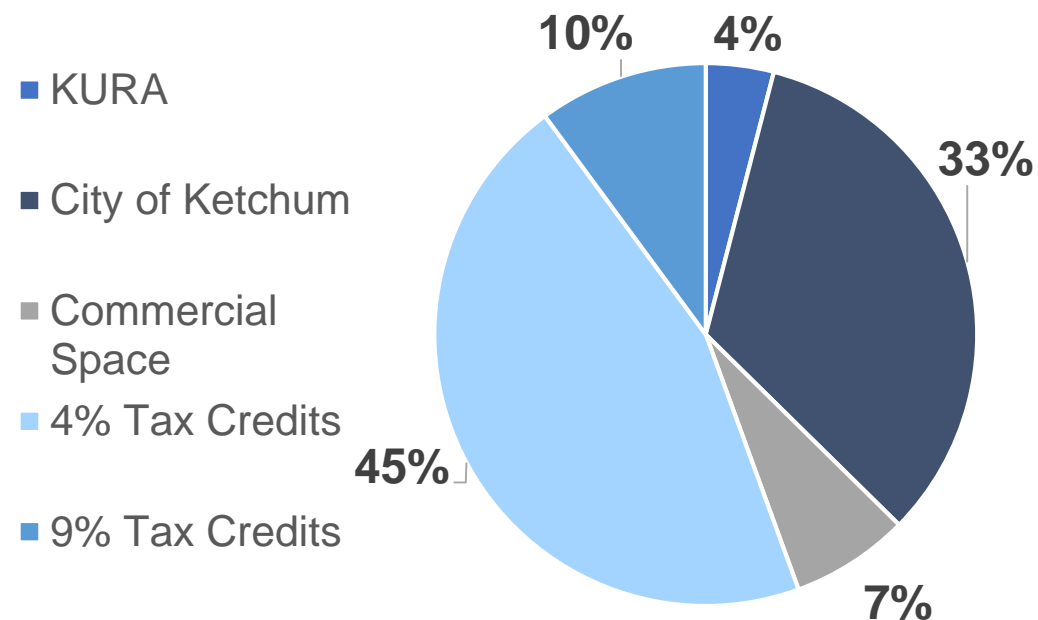
- This results in lower projected rents and a greater funding gap.
- This AMI decrease is highly abnormal. Comparable ski areas saw 5 to 10% increases.
- Potential AMI increase in 2023 (only) may result in return of some funds to City.



INCREASED SOURCES – Covering the Gap

KURA	255,953	4%	} 37% local sources
City of Ketchum	1,900,000	33%	
Commercial Space	418,000	7%	
4% Tax Credits	2,604,051	45%	} 55% tax credits
9% Tax Credits	568,860	10%	
TOTAL	5,746,864	100%	

-Higher costs enable us to qualify for additional tax credits, but they do not cover 100% of the additional cost.



LOCAL CONTRIBUTION MAKES THE DEVELOPMENT POSSIBLE

- Local Contribution needed to be competitive for tax credits

LOCAL CONTRIBUTION

1X

\$4.12 million

LEVERAGED SOURCES

4X

\$21.6 million

Developer Fee

IRS Section 42 + Idaho
Housing Finance
Agency limit

15%

Typical cash
developer fee for
affordable housing
development

8-10%

Developer fee on
Bluebird Village

5%

For- and non-profit affordable housing developers are paid similar developer fees