



CITY OF KETCHUM, IDAHO
REGULAR CITY COUNCIL MEETING
Monday, August 02, 2021, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

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- Address the Council in person at City Hall.

Dial-in Instructions:

- Phone: 253-215-8782
- Meeting ID: 827 8776 1185

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- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL:
- COMMUNICATIONS FROM MAYOR AND COUNCILORS:
- 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.

1. ACTION ITEM: Approve minutes of July 19, 2021.
2. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Rubel, Treasurer.
3. ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 1,664,942.59, as submitted by Shellie Rubel, Treasurer.

4. ACTION ITEM: Recommendation to approved Alcohol Beverage Licenses, as submitted by Genoa Beiser, Deputy Treasurer.
 5. ACTION ITEM: Approval to destroy city records per Resolution 21-011, Exhibit 1, as submitted by Tara Fenwick, City Clerk.
 6. ACTION ITEM: Approval to declare items of surplus, per Resolution 21-013, as submitted by Bill McLaughlin, Fire Chief.
 7. ACTION ITEM: Approval of Purchase Order #20682 with Business Interiors of Idaho for furniture related to new fire station, as submitted by Bill McLaughlin, Fire Chief.
 8. ACTION ITEM: Approve a Communications Facility Lease with Sun Valley Company and authorize the Mayor sign the lease, as submitted by Bill McLaughlin, Fire Chief.
 9. ACTION ITEM: Recommendation to Approve Purchase Order #20683 with Business Interiors of Idaho for furniture related to new City Hall, as submitted by Jade Riley, City Administrator.
 10. ACTION ITEM: Recommendation to Approve Contract #20669 with Neurilink for AV Equipment and Services related to new City Hall, as submitted by Jade Riley, City Administrator.
 11. ACTION ITEM: Recommendation to Approve Change Order #07 with CORE Construction to provide landscape island in the Parking Lot South of new Fire Stations #1, as submitted by Jade Riley, City Administrator.
 12. ACTION ITEM: Recommendation to Approve the Mayor to sign Cooperative Agreement #20681 with the Idaho Transportation Department, as submitted by Sherri Newland, City Engineer.
 13. ACTION ITEM: Recommendation to approve Preliminary Plat and Final Plat for Adi's Townhomes No 2 located at 124 Short Swing Lane, as submitted by Suzanne Frick, Director of Planning and Building.
 14. ACTION ITEM: Recommendation to approve Final Plat for West Ketchum Residences located at 150 Bird Drive, as submitted by Suzanne Frick, Director of Planning and Building.
- NEW BUSINESS: *(no public comment required)*
 - 15. ACTION ITEM: Direction to Staff Regarding Scope and Associated Budget for Main Street (SH-75) and Warm Springs Corridor Alternatives Analysis Study, as submitted by Jade Riley, City Administrator.
 - PUBLIC HEARING: No agenda items.
 - EXECUTIVE SESSION: No agenda items.
 - ADJOURNMENT:

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CITY OF KETCHUM
REGULAR MEETING MINUTES OF THE CITY COUNCIL
Monday, July 19, 2021

CALL TO ORDER: *(00:16:31 in video)*

Mayor Bradshaw called the special meeting of Ketchum City Council to order at 4:05 p.m.

Roll Call:

Mayor Neil Bradshaw
Courtney Hamilton
Amanda Breen
Jim Slanetz
Michael David

Also Present:

Jade Riley – City Administrator
Ali Swindley – Administrative Assistant to the City Administrator
Tara Fenwick – City Clerk & Administrative Business Manager
Shellie Rubel – City Treasurer
Genoa Beiser – Deputy Treasurer
Morgan Landers – Senior Planner
Brian Christiansen - Streets Superintendent
Juerg Stauffacher - Parks and Natural Resources Supervisor
Jamie Shaw – Chief of Police
Will Fruehling – Assistant Sheriff
Matt Johnson – City Legal Council
George Ruther, Director of Housing Vail, CO.

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

- Mayor, Neil Bradshaw- Called on everyone to conserve on water and shared that the city will be sending communications to the Ketchum Community to assist with conservation ideas.
- Councilor, Michael David – Encouraged everyone to heed the Ordinance re: bicycles on sidewalks.

CONSENT AGENDA: *(00:21:10 in video)*

Councilor, Amanda Breen requested an update to draft meeting minutes dated July 6, 2021. Minutes were adjusted per Amanda Breen’s feedback and approved as corrected.

Motion to approve consent agenda items 1 thru 11.

Motion made by Councilor, Amanda Breen seconded by Councilor, Courtney Hamilton.

All in Favor.

NEW BUSINESS: *(presentation / materials available within video)*

A presentation on the Vail Indeed Housing Program, was presented by George Ruther, Director of Housing, Town of Vail, Colorado.

George Ruther shared the City of Vail Colorado's INDEED Program, which to-date has:

- acquired 162 deed-restricted homes at an expense of @ \$11,086.369.
- average cost of the deed restriction is @ \$ 68,434.
- 367 residents have been provided homes
 - 288 of those residing at Timber Ridge *(a property purchased by the City)*

Recommendation was given to be clear about objectives, goals, expected outcomes and aim to start with a non-regulatory approach, not missing the opportunity to create clear housing policies *(management of the assets / enforcement of program rules and regulations)*.

Councilor's asked clarifying questions about how the program started, is funded, staffed, and managed.

Discussion recommended staff assess 'fit' for Ketchum and continue to pursue deed restricted properties as one approach to solving the housing crisis.

PUBLIC HEARING: *(01:35:25 in video)*

ACTION ITEM: Update on FY21 budget, as presented by Jade Riley, City Administrator.

Jade Riley, City Administrator presented an update on FY21.

Public Comment

Perry Boyle encouraged council to consider the housing crisis when reviewing budget opportunities and approvals.

Motion to approve the amended FY21 budget and schedule the first reading on August 2, 2021.

Motion made by Councilor, Amanda Breen; seconded by Councilor, Jim Slanetz.

All in favor.

ACTION ITEM: Update on draft FY22 budget, as presented by Jade Riley, City Administrator.

Jade Riley, City Administrator presented an update on FY22.

Public Comment

None.

Council discussed recommended priorities and approved the requested list, with the following comments:

- Health Insurance - recommended staff perform a comparative analysis on insurance for future budget years.
- Resources to Support Housing and other Mayor-Council Strategic initiatives - recommended specifying the use of these funds - prioritizing Housing / Mobility or Transportation.
- Resort Cities Lobbyist - encouraged staff to continue efforts to work with other neighboring cities to contract / staff a lobbyist.
 - not currently in the budget / could be added or come out of strategic initiatives.

Motion to approve the FY22 budget as presented and schedule the first reading during the August 2nd Council meeting.

**Motion made by Councilor, Courtney Hamilton; seconded by Councilor, Jim Slanetz.
All in favor.**

EXECUTIVE SESSION: *(02:49:38 in video)*

Motion to go into Executive Session pursuant to 74-206(1)(d).

**Motion made by Councilor, Courtney Hamilton; seconded by Councilor, Amanda Breen.
All in Favor.**

ADJOURNMENT:

Motion to adjourn at 7:00 p.m.

**Motion made by Councilor, Courtney Hamilton; seconded by Councilor, Amanda Breen.
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			
01-3700-3600 REFUNDS & REIMBURSEMENTS			
LAUGHING STOCK THEATER IN	071321	COVID - Shakespeare Festival Cancellation	1,955.00
PINIZZOTTO, SCOTT	071321	REFUND- Water fee change service from 1.5" to 1"	7,726.25
Total :			9,681.25
LEGISLATIVE & EXECUTIVE			
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	45.00
Total LEGISLATIVE & EXECUTIVE:			45.00
ADMINISTRATIVE SERVICES			
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	63.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	109423	Paper clips, tape, sign holder, stapler remover	79.69
01-4150-4200 PROFESSIONAL SERVICES			
APEX	00033027	Service door lock system	60.00
TREASURE VALLEY COFFEE INC	2160:07683519	Water	31.80
SNEE, MOLLY	2112	Warm Springs Preserve	938.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
INTERNATIONAL INSTITUTE OF	15488 070621	Annual Membership - Shellie Rubel	140.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250932 07	2087250932 070421	56.16
CENTURY LINK	2087264135 07	2087264135 071321	991.22
CENTURY LINK	2087265574 07	2087265574 071321	58.11
SYRINGA NETWORKS, LLC	21JUL0363	21JUL0363	3,000.00
VERIZON WIRELESS	965494438 071	965494438 071021	46.73
VERIZON WIRELESS	965494438 071	965494438 071021	40.01
VERIZON WIRELESS	965494438 071	965494438 071021	40.01
01-4150-5110 COMPUTER NETWORK			
DELL FINANCIAL SERVICES	80952579	Contract 001-9009257-001	1,465.97
01-4150-5150 COMMUNICATIONS			
SNEE, MOLLY	2112	Monthly Retainer	4,150.00
01-4150-5200 UTILITIES			
IDAHO POWER	2203990334 07	2203990334 071321	43.04
IDAHO POWER	2206570869 07	2206570869 071321	18.71
IDAHO POWER	2224128120 07	2224128120 072221	181.10
IDAHO POWER	2224128153 07	2224128153 072221	217.60

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ADMINISTRATIVE SERVICES:			11,621.15
PLANNING & BUILDING			
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	36.00
01-4170-3200 OPERATING SUPPLIES			
LANDERS, MORGAN	071521	Moving Allowance Remiubursement	2,512.08
01-4170-4200 PROFESSIONAL SERVICES			
US BANK	FRICK PAST D	LATE FEE	2.70
US BANK	FRICK PAST D	CC amount should be CREDITED, has not been. Paying to avoid late fees.	299.00
Total PLANNING & BUILDING:			2,849.78
NON-DEPARTMENTAL			
01-4193-6500 CONTRACT FOR SERVICE			
SUN VALLEY ECONOMIC DEVEL	1292	Q3 2021	2,250.00
Total NON-DEPARTMENTAL:			2,250.00
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	27.00
01-4194-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2406768	Atlas gloves	4.74
CHATEAU DRUG CENTER	2411720	Aquari soap refill, 18pk mtl staples	9.48
01-4194-4210 PROFESSIONAL SERVC-CITY TREES			
ARBOR CARE	5279	Bark Beetle Treatment	950.00
ARBOR CARE	5285	Street Dept PHC Program landscape	45.00
ARBOR CARE	5287	Park Circle Pumphouse PHC Inspection Program	45.00
ARBOR CARE	5290	Lucy Loken Park Bark Beetle Systemic Lodgepole Pine	645.00
ARBOR CARE	5293-2	Ketchum Town Square Bark Beetle Systemic - Select trees	189.00
ARBOR CARE	5301	Ore Wagon Museum Pruning Aspen	235.00
ARBOR CARE	5690	City Corridor/Sidewalk/ROW	695.50
ARBOR CARE	RUP499	Atkinson Park/Hemingway/Pump Park	2,716.00
01-4194-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001436229	56339 062821	303.40
IDAHO POWER	2201272487 07	2201272487 072221	24.73
IDAHO POWER	2203313446 07	2203313446 071221	5.49
IDAHO POWER	2203538992 07	2203538992 072221	110.93
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
LES SCHWAB	11700701419	Bias industrial tube, dismount & mount	23.16
01-4194-6950 MAINTENANCE			
CHATEAU DRUG CENTER	2406765	2 pk 5 watt white PAR20 bulb	12.34
CHATEAU DRUG CENTER	2410034	hardware for Town Square art rover	4.42
CHATEAU DRUG CENTER	2410045	Art Rover hardware for Town Square	1.35
CHATEAU DRUG CENTER	2411735	BGE vinyl ground cube tap for visitor center	4.74
MOSS GARDEN CENTER	197663	G&B Premium Top Soil	55.92

Vendor Name	Invoice Number	Description	Net Invoice Amount
PIPECO, INC.	S4254597.001	RB Extra Flex swing pipe rainbird for visitor center	27.74
PIPECO, INC.	S4255035.001	For Little Park quick coupler, galv nipples, brass ball aqualine, galv 90 EL	41.51
PIPECO, INC.	S4255275.001	For Little Park galvanized coupling, galv nipple 1x2, ball plastic txt aqualine, insert male adapter, elbow insert, galv hex bush	14.44
PIPECO, INC.	S4260199.001	Pinch clamp, insert elbow, bushing pvc, pvc nipple, worm drive ss clamp for Little Park	8.81
Total FACILITY MAINTENANCE:			6,200.70
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
A.C. HOUSTON LUMBER CO.	2107-799703	25' Powerlock Tape	12.39
UNITED OIL	970690	37264 071521	1,104.67
01-4210-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2107-802279	Wood stakes	62.00
CDW GOVERNMENT, INC.	G714075	Leviton Patch Panel	175.66
CDW GOVERNMENT, INC.	G898926	Innovation Heavy Duty FIX SH 4PO	99.57
KETCHUM AUTOMOTIVE INC.	92722	Toyota RAV license plate reaction control	431.20
01-4210-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	970818	39060 071521	112.30
01-4210-3600 COMPUTER SOFTWARE			
DIXON RESOURCES UNLIMITED	2859	Parking and Curb Data Collection June 2021	4,865.00
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	965494438 071	965494438 071021	41.73
VERIZON WIRELESS	965494438 071	965494438 071021	41.73
VERIZON WIRELESS	965494438 071	965494438 071021	42.01
Total POLICE:			6,988.26
FIRE & RESCUE			
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	117.00
01-4230-3200 OPERATING SUPPLIES FIRE			
BUSINESS AS USUAL INC.	155351	Tags	2.00
CHATEAU DRUG CENTER	2415613	Packing Tape	15.18
CHATEAU DRUG CENTER	2416336	Trash Bags	4.74
01-4230-3210 OPERATING SUPPLIES EMS			
CHATEAU DRUG CENTER	2415613	Packing Tape	15.18
PRAXAIR DISTRIBUTION INC.	64901554	Cylinder Rental	57.93
STRYKER SALES CORPORATION	3450595 M	Laryngoscope Batteries	316.20
HENRY SCHEIN	95731785	Medical Supplies	16.37
HENRY SCHEIN	95731954	Medical Supplies	76.31
HENRY SCHEIN	95933085	Drugs	109.65
HENRY SCHEIN	96061721	Medical Supplies	118.13
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	970691	37267 071521	425.51
BASE CAMP WARM SPRINGS LL	00447445	Non Ethanol Gas for E101	26.87
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	970691	37267 071521	410.05

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	0001444220	1848 072721	57.46
COX BUSINESS	047339201 070	047339201 070721	99.79
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
CENTRALSQUARE	325828	CAD Emergency Reporting Interface	233.75
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
CENTRALSQUARE	325828	CAD Emergency Reporting Interface	233.75
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
ALSCO - AMERICAN LINEN DIVI	LBO11910805	5109 071921	10.84
CHATEAU DRUG CENTER	2417210	1/8x2-3/4 Cob Bit for C12	5.68
CHATEAU DRUG CENTER	2417281	Parts for C12	4.74
HUGHES FIRE EQUIPMENT, INC.	C12512	Credit for Switch, 60 PSI for E1	94.04
RIVER RUN AUTO PARTS	6538-167853	Ultra Synthetic ACP-100V for A/C Recharge Ch12 vehicle	48.49
RIVER RUN AUTO PARTS	6538-167923	3/8" Inlet-Outlet for Rescue 1	13.60
RIVER RUN AUTO PARTS	6538-168136	Fuel Filter for C11	17.00
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
ALSCO - AMERICAN LINEN DIVI	LBO11910805	5109 071921	10.84
RIVER RUN AUTO PARTS	6538-168136	Diesel Exhaust Fluid Amb 21	17.95
01-4230-6900 OTHER PURCHASED SERVICES FIRE			
FIRE & POLICE SELECTION INC.	19675	Testing Books for Full Time Firefighter Position	500.00
Total FIRE & RESCUE:			2,870.97
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	81.00
01-4310-3200 OPERATING SUPPLIES			
GEM STATE PAPER & SUPPLY	1053215-02	Paper Supplies	30.47
NAPA AUTO PARTS	065931	Peak de-icer for shop use	21.78
RIVER RUN AUTO PARTS	6538-168017	128 oz carwash soap	24.95
YELLOWSTONE LEATHER PROD	84805	12 pairs of size L, 12 pairs size M & 12 pairs size XL Bald Eagle Pig gloves	324.00
01-4310-3400 MINOR EQUIPMENT			
NAPA AUTO PARTS	064919	N-95 Respirator for safety street use	29.90
NAPA AUTO PARTS	066118	shop vac filter	21.99
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	970692	37269 071521	1,374.51
01-4310-5200 UTILITIES			
IDAHO POWER	2204882910 07	2204882910 071421	430.26
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	064714	AC UV dye for #43 Ford Ranger	4.54
NAPA AUTO PARTS	064716	switch for #43 Ford Ranger	17.17
NAPA AUTO PARTS	064891	Deluxe injector for #43 Ford Ranger	32.99
NAPA AUTO PARTS	066225	Multi purpose relay for #43 Ford Ranger	15.29
RIVER RUN AUTO PARTS	6538-167659	Freon with leak detector for #43 Ranger	19.79
JACKSON GROUP PETERBILT	249582	Refrigerant for automobiles	96.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
GO-FER-IT	104273	292 104273 shipping of #6 dump truck u-joints from Peterbilt Street Dept	37.00
LACAL EQUIPMENT, INC.	0348631-IN	double split set collar for #31 Eagle	23.75
LACAL EQUIPMENT, INC.	0348632-IN	Conveyor Belt for Eagle #31, Spice kit & long rubber dirt runner for #13 Pelican sweeper	1,480.74
LES SCHWAB	11700701937	Tubeless tire for #3 Dump Truck	530.71
LUTZ RENTALS	121401-1	Pull Starter rope for #5 water tank	9.90
NAPA AUTO PARTS	064917	CBC-30HB circuit breaker for #31 Eagle	7.98
NAPA AUTO PARTS	065502	Napa gold air filter for #31 Eagle sweeper	20.29
NAPA AUTO PARTS	065859	Air filter for #6 dump truck	52.98
WESTERN STATES CAT	IN001708501	Blade A for #15 950 Loader	42.18
JACKSON GROUP PETERBILT	249602	drum brake & core for #31 Eagle	319.94
JACKSON GROUP PETERBILT	249876	CB Radio for #1 Blower	57.60
JACKSON GROUP PETERBILT	249882	Rod for #31 Eagle sweeper	202.52
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1910326	5831 071621	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1912159	5292 072321	38.87
CINTAS FIRST AID & SAFETY	5070256387	First Aid Supplies	127.72
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 07	2200059315 071221	5.36
IDAHO POWER	2200506786 07	2200506786 071221	6.10
IDAHO POWER	2201013857 07	2201013857 072221	13.33
IDAHO POWER	2201174667 07	2201174667 071221	9.41
IDAHO POWER	2202627564 07	2202627564 071221	8.52
IDAHO POWER	2203027632 07	2203027632 071221	5.31
IDAHO POWER	2203855230 07	2203855230 072221	41.66
IDAHO POWER	2204535385 07	2204535385 072221	36.11
IDAHO POWER	2204882910 07	2204882910 071421	685.42
IDAHO POWER	2205963446 07	2205963446 071221	19.96
IDAHO POWER	2206773224 07	2206773224 072221	8.62
IDAHO POWER	2207487501 07	2207487501 072221	7.28
IDAHO POWER	2224304721 07	2224304721 071221	5.31
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING IN	163	Dump clean concrete 23.59 tons 6/1 - 6/30 2021	235.90
ANDERSON ASPHALT PAVING IN	163	Dump dirt 48.83 tons 6/1 - 6/30 2021	341.81
ANDERSON ASPHALT PAVING IN	163	1/2" chips picked up 296.32 tons 6/1 - 6/30 2021	5,778.26
ANDERSON ASPHALT PAVING IN	163	Asphalt picked up 105.43 tons 6/1 - 6/30 2021	13,178.75
FASTENAL COMPANY	IDJER98113	48" LHSP Steel Shovel, Metal Handle Brace for street use	57.94
RIVER RUN AUTO PARTS	6538-168144	acrylic enamel royal blue for street use tool painting	6.68
Total STREET:			25,967.42
RECREATION			
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	36.00
01-4510-3200 OPERATING SUPPLIES			
PIONEER ATHLETICS	796263	Brite Stripe Paint	671.75
01-4510-3250 RECREATION SUPPLIES			
ATKINSONS' MARKET	0202032120	Saline Solution, Masking Tape	18.15
BLAINE COUNTY RECREATION	10072562	Day Passes	53.95
BLAINE COUNTY RECREATION	10072726	Day Passes	53.96

Vendor Name	Invoice Number	Description	Net Invoice Amount
CHATEAU DRUG CENTER	2410542	Paint	26.56
JANE'S ARTIFACTS	052129	Paint	8.54
L.L. GREEN'S HARDWARE	D54769	Fastners, Chalkboard finish	18.49
PRESS PRINT HOUSE	1368	T-Shirts	140.50
WEBB LANDSCAPING	K-IN-161589	Watch Me Grow Garden	29.95
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	0101391523	Muffins, Hot drink packets	19.91
ATKINSONS' MARKET	0303551103	Strawberries	17.97
01-4510-4200 PROFESSIONAL SERVICE			
WILRO PLUMBERS LLC	17520	Fixed toilet leaking issue	100.00
Total RECREATION:			1,195.73
Total GENERAL FUND:			69,670.26
FIRE & RESCUE CAPITAL IMPR.FND			
FIRE/RESC CAPITAL EXPENDITURES			
11-4230-7850 CAPITAL PROJECTS			
GALENA ENGINEERING, INC.	1318 181	Parking Lot by YMCA - Grading & Drainage	1,145.50
Total FIRE/RESC CAPITAL EXPENDITURES:			1,145.50
Total FIRE & RESCUE CAPITAL IMPR.FND:			1,145.50
ORIGINAL LOT FUND			
22-3700-3600 REFUNDS & REIMBURSEMENTS			
ICEBUG USA	072821	REFUND- Amended tax overpayment	101.78
Total :			101.78
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
SHEPPARD, ANDREW	072621	Music in Town Square	500.00
KETCHUM GRILL	063021	Tip	210.00
KETCHUM GRILL	063021	Pat Cooley Retirement Luncheon	1,050.00
VOX, VICTORIA	072621	Music in Town Square	300.00
HATTON, SEAN	071321 REVIS	Ketchum Alive 7/13	1,800.00
GRIFFITH, CRAIG	072621	Ketchum Alive 7/27	900.00
JONES, COLUMBIA	072621	Music in Town Square	400.00
Total ORIGINAL LOT TAX:			5,160.00
Total ORIGINAL LOT FUND:			5,261.78
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-4200 PROFESSIONAL SERVICES			
APEX	00032994	Security Bid Equipment	8,107.95
DENNIS POTTS PROJECT MGMT,	1314	Construction Mgmt Services 18/21	14,490.83

Vendor Name	Invoice Number	Description	Net Invoice Amount
42-4800-7400 OFFICE FURNITURE			
BILL MCLAUGHLIN	138031375	Reimbursement for washer and dryer for new station	2,937.00
42-4800-7450 EQUIPMENT			
WEIDNER FIRE	59993	Equipment for E101	2,420.82
42-4800-7800 CONSTRUCTION			
AIRPRO, INC.	IN15304	P.O.#20571 Vehicle Exhaust Removal System	65,850.00
CORE CONSTRUCTION SERVICES	20-01-006 JV9	20-01-006 JV90 APP 13	870,047.05
ATLAS TECHNICAL CONSULTAN	186977	Professional Services from7/03/21 to 7/16/21 File#T200074C	730.00
Total FIRE FUND EXP/TRNFERS:			964,583.65
Total FIRE CONSTRUCTION FUND:			964,583.65
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	27.00
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	298716	Matte Graphic Tape	16.70
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11910335	5493 070621	53.98
PIPECO, INC.	S4255636.001	Pink Marking Paint	14.57
TREASURE VALLEY COFFEE INC	2160 07605676	COFFEE	60.30
63-4340-3250 LABORATORY/ANALYSIS			
GO-FER-IT	104273	Shipping to Magic Valley Labs	20.00
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	970694	37271 071521	426.39
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	832016	Hypochlorite Solution	492.48
GEM STATE WELDERS SUPPLY,I	E266048	55 gal T-Chlor x 2	492.48
63-4340-4300 STATE & WA DISTRICT FEES			
IDAHO RURAL WATER ASSOCIA	18607	Dues- System 1001-9999 7/1/21-6/30/22	535.00
PETROLEUM STORAGE TANK F	27832	Annual Renewal Statement	75.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	67339	2656 - 10th Street	32.00
VERIZON WIRELESS	365516521 071	365516521 071321	123.47
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 07	2202458903 072121	318.32
IDAHO POWER	2206786259 07	2206786259 072121	21.25
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
D & L SUPPLY	0000117556	Valves, Valve Box Paving Risers	1,072.00
FERGUSON ENTERPRISES, LLC	0785494-1	Valves	23.94
PIPECO, INC.	S4248518.001	Breaker hose end	12.83
63-4340-6910 OTHER PURCHASED SERVICES			
ARBOR CARE	RUP498	PHC Inspection Program & Noxious Weeds	545.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER EXPENDITURES:			4,362.71
WATER DEBT SERVICE EXPENDITRES			
63-4800-8300 DEBT SRVC ACCT PRINCIPAL-2015B			
ZIONS BANK	2015B 070921	Revenue Bond Series 2015B - Principal	30,000.00
63-4800-8400 DEBT SRVC ACCT INTEREST-2015B			
ZIONS BANK	2015B 070921	Revenue Bond Series 2015B - Interest	54,286.99
Total WATER DEBT SERVICE EXPENDITRES:			84,286.99
Total WATER FUND:			88,649.70
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7802 KETCHUM SPRING WA CONVERSION			
GALENA ENGINEERING, INC.	1318.167.03	Ketchum Spring Water Conversion	1,182.50
Total WATER CIP EXPENDITURES:			1,182.50
Total WATER CAPITAL IMPROVEMENT FUND:			1,182.50
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	681449	16531 072021	54.00
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
McMASTER-CARR SUPPLY CO.	62077731	Tubing, Valve, Tap	70.24
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11910333	5292 071621	120.56
ATKINSONS' MARKET	0202528451	Distilled Water	7.98
CHATEAU DRUG CENTER	2418680	Ant Bait & Traps	16.12
D & B SUPPLY INC.	41784	Pants	119.97
GEM STATE PAPER & SUPPLY	1054153	Hand soap, paper towels	94.89
65-4350-3400 MINOR EQUIPMENT			
RIVER RUN AUTO PARTS	6538-167844	Discon Tool Set	13.51
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	970693	37270 071521	498.98
65-4350-3800 CHEMICALS			
HACH	12554081	CHEMICALS	407.03
NORTH CENTRAL LABORATORI	457451	Chemicals/supplies	834.37
65-4350-4200 PROFESSIONAL SERVICES			
ROBERTS ELECTRIC	4430	Bad contactors on 2 motors & Labor	80.00
ROBERTS ELECTRIC	4432	Labor	240.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 07	2087268953 071321	60.84
VERIZON WIRELESS	965494438 071	965494438 071021	41.73

Vendor Name	Invoice Number	Description	Net Invoice Amount
VERIZON WIRELESS	965494438 071	965494438 071021	41.73
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 07	2202158701 071521	10,519.12
IDAHO POWER	2202703357 07	2202703357 072121	46.76
IDAHO POWER	2206786259 07	2206786259 072121	21.24
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700703192	Flat Repair, Radial Repair	40.02
RIVER RUN AUTO PARTS	6538-168292	Oil & Wiper Blades	29.80
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
RIVER RUN AUTO PARTS	6538-167783	Plug Tap	5.79
ROBERTS ELECTRIC	4432	Starter w/ Coil	3,394.44
USA BLUEBOOK	661380	Hach OPR Sensor	332.77
ATLAS COPCO COMPRESSORS L	1121072613	Fan	2,484.39
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
A.C. HOUSTON LUMBER CO.	2107-804316	Roofing Felt	63.76
NAPA AUTO PARTS	065315	Heater Hoses	21.36
OHIO GULCH TRANSFER STATIO	189283	Asphalt Dirt Lumber	246.40
UNITED OIL	970693	37270 071521	93.79
VERIZON WIRELESS	965494438 071	965494438 071021	24.62
Total WASTEWATER EXPENDITURES:			20,026.21
WASTEWATER DEBT SERVICE EXP			
65-4800-8300 DEBT SRVC ACCT PRNCPL-2014C			
ZIONS BANK	2014C 070921	Revenue bond Series 2014C - Principal	204,999.74
65-4800-8400 DEBT SRVC ACCT INTEREST-2014C			
ZIONS BANK	2014C 070921	Revenue bond Series 2014C Interest	28,000.00
Total WASTEWATER DEBT SERVICE EXP:			232,999.74
Total WASTEWATER FUND:			253,025.95
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 2	281,423.25
Total ESF TRUST EXPENDITURES:			281,423.25
Total ESSENTIAL SERVICES FAC. TRUST:			281,423.25
Grand Totals:			1,664,942.59

Vendor Name

Invoice Number

Description

Net Invoice Amount

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

July 14, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

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

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. Renewal for 2021 has been extended to September 1. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

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

Financial Impact

- The City of Ketchum will realize revenue of \$14,090.00 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liqu or</u>	<u>Total Amount of Fees Paid</u>
Raspberry's	x	x	x	x		\$650.00
Zinc/ Ketchum Event Center	x				x	\$760.00

Base Camp Warm Springs		x		x		\$250.00
Base Camp River Run		x		x		\$250.00
Sun Valley Culinary Institute	x		x			\$400.00
Lefty's	x	x	x			\$450.00
Hank & Sylvies/ Taylor'd Events		x		x		\$250.00
La Cabanita	x	x	x			\$450.00
The Argyros	x		x			\$400.00
The Cellar Pub	x	x			x	\$810.00
The Sawtooth Club	x				x	\$760.00
Sushi on Second	x	x	x			\$450.00
Rickshaw	x	x	x	x		\$650.00
Ketchum Grill	x	x	x	x		\$650.00
Enoteca	x		x	x		\$600.00
Town Square Tavern	x		x	x		\$600.00
Cookbook	x	x	x	x		\$650.00
Wiseguy Pizza Pie	x	x	x			\$450.00
Veltex		x		x		\$250.00
That's Entertainment		x		x		\$250.00
Smoky Mountain Pizza	x	x	x	x		\$650.00
KB's	x	x	x			\$450.00
Limelight Hotel	x				x	\$760.00
El Nino	x					\$200.00
Il Naso	x		x			\$400.00
Bigwood Bread Café	x		x	x		\$600.00
Wildflour Café	x		x			\$400.00
Perry's Restaurant	x	x	x	x		\$650.00

Sincerely,



Shellie Rubel
Treasurer

Attachments: Alcohol applications



City of Ketchum

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

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

APPLICANT INFORMATION			
Applicant Name: <u>RASBERRY'S INC</u>	Doing Business As:		
Physical Address where license will be displayed: <u>411 5th ST E LOWER, KETCHUM ID 83340</u>			
Mailing Address: <u>PO Box 8920, KETCHUM ID 83340</u>			
Recorded Owner of Property: <u>BETTY SWANSON</u>			
Applicant Phone Number: <u>208 726-0606</u>	Applicant Email: <u>rasberrysine@gmail.com</u>		
STATE LICENSE NO: <u>5985</u> (copy required)	COUNTY LICENSE NO: <u>51</u> (copy required)		
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Callie Rasberry</u> <u>PO Box 8920, Ketchum ID 83340</u> <u>Maeme Rasberry</u> <u>PO Box 8920, Ketchum ID 83340</u>		
Partnership: <input type="checkbox"/>			
Individual: <input type="checkbox"/>			
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
BEER LICENSE FEES			
<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			
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00	
Total Fees Due		<u>\$ 650.00</u>	
ADDITIONAL INFORMATION			
<p>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"/></p> <p>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"/></p>			



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Ketchum Ventures		Doing Business As: Ketchum Event Center/dba Zinc
Physical Address where license will be displayed: 231 Second Street East		
Mailing Address: Box 102 Ketchum ID 83340		
Recorded Owner of Property: TheKetchum Center		
Applicant Phone Number: 208-481-2999		Applicant Email: c.fisher@cox.net
STATE LICENSE NO: 18763 (copy required)		COUNTY LICENSE NO: 83 (copy required)
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> x LLC 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: George B. Fisher _____ _____ _____
BEER LICENSE FEES		
1	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
1	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>760.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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




Applicant Signature

Manager

Relation to Business

7/23/21

Date



City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 7/22/21	License Fee Paid: CK#6284	License No: 1516A
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, 2021 - July 31, 2022.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

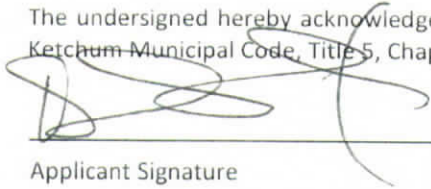
Beer, Wine & Liquor-by-the Drink License Application

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

APPLICANT INFORMATION	
Applicant Name: <u>BASE CAMP WARM SPRINGS LLC</u>	Doing Business As: <u>BASE CAMP WARM SPRINGS</u>
Physical Address where license will be displayed: <u>780 WARM SPRINGS RD.</u>	
Mailing Address: <u>600 N. MAIN ST. HAILEY ID 83333</u>	
Recorded Owner of Property: <u>DUSTAN WENDLAND</u>	
Applicant Phone Number: <u>208 721 3454</u>	Applicant Email: <u>DUSTYWENDLAND@YAHOO.COM</u>
STATE LICENSE NO: <u>14883</u> (copy required)	COUNTY LICENSE NO: _____ (copy required)
Corporation: <input checked="" type="checkbox"/> (LLC)	List names and addresses of corporation officers and/or partners:
Partnership: <input type="checkbox"/>	<u>DUSTAN WENDLAND</u>
Individual: <input type="checkbox"/>	_____
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?	_____
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	_____
BEER LICENSE FEES	
<input 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 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 type="checkbox"/> Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due <u>\$ 250</u>	
ADDITIONAL INFORMATION	
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

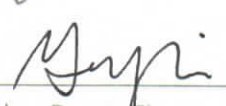
Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies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

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


 Applicant Signature

MANAGER
 Relation to Business

7/16/21
 Date


 City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 7/22/21	License Fee Paid: online 7/16	License No: 1682A
To the City Council, Ketchum, Idaho: The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of August 1, 2021 - July 31, 2022.		
Approved by City of Ketchum Idaho by:		
_____ Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION		543A 543A
Applicant Name: <u>GROCERY EXPRESS INC</u>	Doing Business As: <u>BAFE CAMP RIVER RUN</u>	
Physical Address where license will be displayed: <u>12728 HWY 75</u>		
Mailing Address: <u>600 N. MAIN ST. HAILEY ID 83333</u>		
Recorded Owner of Property: <u>DAVID & DAWN WENDLAND</u>		
Applicant Phone Number: <u>208 721 3454</u>	Applicant Email: <u>DUSTYWENDLAND@YAHOO.COM</u>	
STATE LICENSE NO: <u>3453</u> (copy required)	COUNTY LICENSE NO: _____ (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>DAVID WENDLAND</u> <u>DAWN WENDLAND</u> _____ _____	
BEER LICENSE FEES		
<input 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 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 type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>250</u> -
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Sun Valley Culinary Institute, Inc.		Doing Business As:
Physical Address where license will be displayed: 211 N. Main Street, Ketchum, ID 83340		
Mailing Address: PO Box 3088, Sun Valley, ID 83353		
Recorded Owner of Property: West Corner Realty Ventures		
Applicant Phone Number: 208-309-2700		Applicant Email: karl@sunvalleyculinary.org
STATE LICENSE NO: 28242 (copy required)		COUNTY LICENSE NO: 54 (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: Please see attached list _____ _____ _____
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$400
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.

Merrill Leads Board chair
Applicant Signature Relation to Business

7/16/2021
Date

[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/20/21</u>	License Fee Paid <u>CHF 2158</u>	License No: <u>50660A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

Name**Address**

Mindy Conover Meads

PO Box 6413, Ketchum, ID 83340

Harry Evans Griffith, Jr.

PO Box 2534, Sun Valley, ID 83353

Richard A. LeFairre

PO Box 2925, Sun Valley, ID 83353

Jill E. Gosden

PO Box 1454, Sun Valley, ID 83353

Dan H. Kish

59 Harts Village Road, PO Box 1038, Millbrook, NY 12545

James M. Crystal

5195 SW Dogwood Lane, Portland, OR 97225



City of Ketchum

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

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

APPLICANT INFORMATION			
Applicant Name: <u>Lefty's Inc</u>	Doing Business As: <u>Lefty's Bar + Grill</u>		
Physical Address where license will be displayed: <u>231 6th St East - Ketchum.</u>			
Mailing Address: <u>P.O. Box 3899</u>			
Recorded Owner of Property: <u>Dolphin Properties</u>			
Applicant Phone Number: <u>208-726-2541</u>	Applicant Email: <u>Owner@Leftysbarandgrill.com</u>		
STATE LICENSE NO: _____ (copy required)	COUNTY LICENSE NO: _____ (copy required)		
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Dave Hausmann President Box 4486 Ketchum, ID 83340</u> <u>Martha Hausmann PO Box 1283 Ketchum, ID 83340</u>		
Partnership: <input type="checkbox"/>			
Individual: <input type="checkbox"/>			
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
BEER LICENSE FEES			
<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 type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00	
LIQUOR LICENSE FEES			
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00	
Total Fees Due		\$ <u>450⁰⁰</u>	
ADDITIONAL INFORMATION			
<p>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"/></p>			
<p>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"/></p>			

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.

Don Hannon

Owner

Applicant Signature

Relation to Business

7/15/21

Date

Muri

City Clerk or Deputy Signature

OFFICIAL USE ONLY

Date Received: 7/21/21

License Fee Paid: CK 21560

License No: 351A

To the City Council, Ketchum, Idaho;

The undersigned, a Corporation Partnership Individual , does hereby make application for a license to sell during the year of August 1, 2021 - July 31, 2022

Approved by City of Ketchum Idaho by;

Mayor



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <u>Taylor'd Events</u>	Doing Business As: <u>Taylor'd Events/Hank and Sylvies</u>	
Physical Address where license will be displayed: <u>471 Leadville Ave N.</u>		
Mailing Address: <u>P.O. Box 3854, Ketchum 83340</u>		
Recorded Owner of Property: <u>Sunny Ketchum LLC</u>		
Applicant Phone Number: <u>208-725-2027</u>	Applicant Email: <u>taylor@taylordeventssv.com</u>	
STATE LICENSE NO: <u>7099</u> (copy required)	COUNTY LICENSE NO: <u>16</u> (copy required)	
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Taylor Rossi</u> <u>Sarah Lipton</u>	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<input 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 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 type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>250</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

[Signature] Member
Applicant Signature Relation to Business

7-7-2021
Date

[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/9/2021</u>	License Fee Paid <u>ch # 5033</u>	License No: <u>1738A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

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

APPLICANT INFORMATION			
Applicant Name: Aztlan LLC		Doing Business As: La Cabanita Mex	
Physical Address where license will be displayed: 160 W 5th St, Ketchum ID 83340			
Mailing Address: PO Box 3539			
Recorded Owner of Property: Rodolfo Armenta			
Applicant Phone Number: 208-309-0782		Applicant Email: lacabanitamexidaho@gmail.com	
STATE LICENSE NO:	(copy required)	COUNTY LICENSE NO: (copy required)	
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: Rodolfo Armenta _____ _____ _____		
Partnership: <input type="checkbox"/>			
Individual: <input type="checkbox"/>			
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
BEER LICENSE FEES			
<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	
	Wine, NOT to be consumed on premises	\$200.00	
LIQUOR LICENSE FEES			
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00	
Total Fees Due		\$ <u>450.00</u>	
ADDITIONAL INFORMATION			
<p>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"/></p> <p>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"/></p>			

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.

Rodolfo Armenta Officer/Owner
Applicant Signature Relation to Business
7/14/2021

Date
[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/20/21</u>	License Fee Paid: <u>ch #92934</u>	License No: <u>1174A</u>
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</i>		
Approved by City of Ketchum Idaho by;		
<hr/>		
Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Sun Valley Performing Arts Inc		Doing Business As: The Argyros
Physical Address where license will be displayed: 120 South main St Ketchum ID 83340		
Mailing Address: PO Box 4921 Ketchum ID 83340		
Recorded Owner of Property: Sun Valley Performing Arts Inc		
Applicant Phone Number: 2087267872		Applicant Email: nick@theargyros.org
STATE LICENSE NO: 26464 (copy required)		COUNTY LICENSE NO: 28 (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: see attached _____ _____ _____
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$400.00 <i>pd. online</i>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

The Argyros
Beer and Wine License Application

Name	Address	Title	Phone	Date of Birth
Dave Olsen	PO Box 1747 Sun valley ID 83353	Treasurer	2064658838	
Timothy Mott	331 Leadville, #9, POB 1702, Ketchum, ID 83340	President	6507402456	2.5.49
Bill Lowe	PO box 3266, Ketchum ID 83340	Chair	2087883607	12.7.48
Casey Mott	3117 London St Los Angeles CA 90226	Executive Director	3104608363	11.14.80
Kathy Jones	PO Box 6052 Ketchum ID 83340	Secretary	2087269050	4.2.50
Mike Hoover	740 4th Ave 1/2 Ketchum Id 83340	Operations Director	2084812827	12/29/1989



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name:	<u>THE PUB INC.</u>	Doing Business As: <u>THE CELLAR PUB</u>
Physical Address where license will be displayed:	<u>400 SUN VALLEY RD</u>	
Mailing Address:	<u>BOX 3206 KETCHUM</u>	
Recorded Owner of Property:	<u>KENNY DUDUNAKIS</u>	
Applicant Phone Number:	<u>622 3832</u>	Applicant Email: <u>THECELLARPUB@LIVE.COM</u>
STATE LICENSE NO:	<u>1530</u> (copy required)	COUNTY LICENSE NO: <u>36</u> (copy required)
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>KRISTEN DERRIG BOX 3206 KET. PRES</u> <u>PAIGE LETABRIDGE BX 3206 K V.P</u> <u>ROGER ROLAND BX 3206 K TREA</u> <u>RICHARD LETABRIDGE BX 3206 SEC</u>	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<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		
	Wine, to be consumed on premises	\$200.00
	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
Total Fees Due		<u>\$ 810.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input checked="" type="checkbox"/> No <input 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"/>		

To Whom it may concern:

I was arrested on August 17, 2017 for a non-work related DUI. On February 5, 2018, I entered a guilty plea to a first offense DUI and was granted a withheld judgment in Blaine County Case No. CR-17-2396.

Sincerely,

A handwritten signature in cursive script that reads "Kristin Derrig". The signature is written in dark ink and is positioned above the printed name.

Kristin Derrig



City of Ketchum

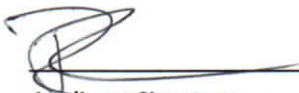
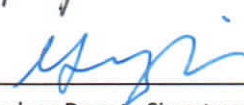
Beer, Wine & Liquor-by-the Drink License Application

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

APPLICANT INFORMATION	
Applicant Name: <u>Main Street, Inc</u>	Doing Business As: <u>The Sawtooth Club</u>
Physical Address where license will be displayed: <u>231 N Main S Ketchum</u>	
Mailing Address: <u>PO Box 4318 Ketchum</u>	
Recorded Owner of Property: <u>Sawtooth Real Estate Ventures</u>	
Applicant Phone Number: <u>208-726-5233</u>	Applicant Email: <u>sawtoothclubketchum@gmail</u>
STATE LICENSE NO: <u>1382</u> (copy required)	COUNTY LICENSE NO: <u>47</u> (copy required)
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: _____ _____ _____ _____
BEER LICENSE FEES	
<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/> Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES	
<input type="checkbox"/> Wine, to be consumed on premises	\$200.00
<input type="checkbox"/> Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
<input checked="" type="checkbox"/> Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due <u>\$ 760.00</u>	
ADDITIONAL INFORMATION	
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

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

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


 Applicant Signature Owner
 Relation to Business
 Date 7/13/21

 City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/16/21</u>	License Fee Paid <u>ch # 2500</u>	License No: <u>304</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p>		



City of Ketchum

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

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

APPLICANT INFORMATION	
Applicant Name: <u>SUSHI ON SECOND, INC</u>	Doing Business As: <u>SUSHI ON SECOND</u>
Physical Address where license will be displayed: <u>260 SECOND STREET KETCHUM ID 83340</u>	
Mailing Address: <u>P BOX 326 KETCHUM ID 83340</u>	
Recorded Owner of Property: <u>ENGLE & ASSC.</u>	
Applicant Phone Number: <u>2087265981</u>	Applicant Email: <u>Sushion2nd@gmail.com</u>
STATE LICENSE NO: <u>2067</u> (copy required)	COUNTY LICENSE NO: _____ (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>MIRIHA ESTRADA PO BOX 29435 N 83353</u> <u>SUSHI MAZZOCCHI " " " " "</u>
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
Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due \$ <u>450.00</u>	
ADDITIONAL INFORMATION	
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

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

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

Applicant Signature [Signature] Relation to Business OWNER

Date 7-13-21

City Clerk or Deputy Signature [Signature]

OFFICIAL USE ONLY		
Date Received: <u>7/14/21</u>	License Fee Paid: <u>CH# 62940</u>	License No: <u>571A</u>
<i>To the City Council, Ketchum, Idaho;</i> The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Rickshaw, LLC	Doing Business As: Rickshaw	
Physical Address where license will be displayed: 4600 N Washington Ave		
Mailing Address: P.O. Box 10200, Ketchum, ID 83340		
Recorded Owner of Property: ITUN		
Applicant Phone Number: 208.726.8481	Applicant Email: hello@eat-at-rickshaw.com	
STATE LICENSE NO: 5426 (copy required)	COUNTY LICENSE NO: 70 (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: Andreas Heaphy - PO Box 1345, SV, ID 83353 Nina Jonas - PO Box 821, SV, ID 83353 Kingsley Murphy - PO Box 6570, K, ID 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		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 650.00
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.



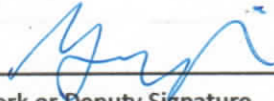
Co-Owner

Applicant Signature

Relation to Business

07/27/2021

Date



City Clerk or Deputy Signature

OFFICIAL USE ONLY

Date Received: 7127

License Fee Paid: Ch# 8444

License No: 854A

To the City Council, Ketchum, Idaho;

The undersigned, a Corporation Partnership Individual , does hereby make application for a license to sell during the year of August 1, 2021 - July 31, 2022.

Approved by City of Ketchum Idaho by;

Mayor



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <i>Rickkor Inc.</i>	Doing Business As: <i>Ketchum Grill</i>	
Physical Address where license will be displayed: <i>520 East Ave N, Ketchum</i>		
Mailing Address: <i>P.O. Box 205 Ketchum ID 83340</i>		
Recorded Owner of Property: <i>Thomas + Andrea Molloy</i>		
Applicant Phone Number: <i>208 726 4660</i>	Applicant Email: <i>twochefs@ketchumgrill.com</i>	
STATE LICENSE NO: <i>3364</i> (copy required)	COUNTY LICENSE NO: <i>82</i> (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <i>Scott MASON P.O. Box 3515 Ketchum</i> <i>Anne MASON P.O. Box 3515 Ketchum</i>	
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		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u><i>680.00</i></u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Scott Hansen Owner
Applicant Signature Relation to Business

7/27/2021
Date

[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/27/21</u>	License Fee Paid: <u>ch#59355</u>	License No: <u>122A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <u>LUNA LLC</u>	Doing Business As: <u>Enoteca</u>	
Physical Address where license will be displayed: <u>300 N. Main</u>		
Mailing Address: <u>P.O. Box 3515 Ketchum ID 83340</u>		
Recorded Owner of Property: <u>JACK / ANE</u>		
Applicant Phone Number: <u>208 928 6280</u>	Applicant Email: <u>twochefs@ketchumgrill.com</u>	
STATE LICENSE NO: <u>13806</u> (copy required)	COUNTY LICENSE NO: <u>80</u> (copy required)	
Corporation: <input type="checkbox"/> <input checked="" type="checkbox"/> <u>LLC</u> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Scott MASON P.O. Box 3515 Ketchum</u> <u>Anne MASON PO Box 3515 Ketchum</u>	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>600.-</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Scott Mason owner
Applicant Signature Relation to Business

7/27/2021
Date

M. M. M.
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/27/21</u>	License Fee Paid <u>ch 18641</u>	License No: <u>1550A</u>
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</i>		
Approved by City of Ketchum Idaho by;		
<hr/>		
Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <u>Town Square Inc</u>	Doing Business As: <u>Town Square Tavern</u>	
Physical Address where license will be displayed: <u>360 East Ave N. Unit 8</u>		
Mailing Address: <u>P.O. Box 3515 Ketchum ID 83340</u>		
Recorded Owner of Property:		
Applicant Phone Number: <u>2087266969</u>	Applicant Email: <u>twocheys@ketchumgrill.com</u>	
STATE LICENSE NO: <u>18336</u> (copy required)	COUNTY LICENSE NO: <u>.81</u> (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Anne MASON P.O. Box 3515 Ketchum</u> <u>Scott MASON P.O. Box 3515 Ketchum</u>	
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		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>600.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Scott Mason Owner
Applicant Signature Relation to Business

7/27/2021
Date

[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/27/21</u>	License Fee Paid <u>ch # 15559</u>	License No: <u>2008</u>
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</i>		
Approved by City of Ketchum Idaho by;		
<hr/>		
Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION			
Applicant Name:	<u>ENRITA LLC</u>	Doing Business As: <u>COOKBOOK RESTAURANT</u>	
Physical Address where license will be displayed:	<u>271 7TH STREET EAST, KETCHUM</u>		
Mailing Address:	<u>PO BOX 4913 KETCHUM, ID 83340</u>		
Recorded Owner of Property:	<u>PIAZZA NAVONA LLC</u>		
Applicant Phone Number:	<u>208-720-3260</u>	Applicant Email: <u>INFO@COOKBOOKKETCHUM.COM</u>	
STATE LICENSE NO:	<u>25244</u> (copy required)	COUNTY LICENSE NO: <u>28</u> (copy required)	
Corporation: <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: _____ _____ _____ _____		
Partnership: <input type="checkbox"/>			
Individual: <input checked="" type="checkbox"/>			
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
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			
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00	
Total Fees Due		\$ <u>650.00</u>	
ADDITIONAL INFORMATION			
<p>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"/></p> <p>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"/></p>			

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.

[Signature] OWNER
Applicant Signature Relation to Business
7/19/21
Date
[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/23/21</u>	License Fee Paid: <u>ch. 2327</u>	License No: <u>2305A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: DIRTY BIRD'S LLC		Doing Business As: WISEGUY PIZZA PIE
Physical Address where license will be displayed: 460 EAST SUN VALLEY ROAD		
Mailing Address: PO BOX 4290 HAILEY, ID 83333		
Recorded Owner of Property: ROKAN		
Applicant Phone Number: 2087200564		Applicant Email: WISEGUYPIZZA@GMAIL.COM
STATE LICENSE NO:	(copy required)	COUNTY LICENSE NO: (copy required)
Corporation: <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: ERIK HEIDEN 109 EQUUS LOOP BELLEVUE, ID 83313 FRED BURKE 660 1/2 4TH AVE. NORTH KETCHUM, ID 83340 BRENT ANDERSON 104 WILLIAMS LANE, HAILEY, ID 83333	
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"/>		
BEER LICENSE FEES		
1	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
1	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
1	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>450</u>
ADDITIONAL INFORMATION		
<p>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"/></p> <p>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"/></p>		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <i>Northwest Land and Cattle Co</i>	Doing Business As: <i>Vetex Market</i>	
Physical Address where license will be displayed: <i>511 Main St. Ketchum</i>		
Mailing Address: <i>471 N. Curtis Rd. Boise, Id 83706</i>		
Recorded Owner of Property: <i>Peter Hirschburg</i>		
Applicant Phone Number: <i>208-377-0024</i>	Applicant Email: <i>marla@vetex.com</i>	
STATE LICENSE NO: <i>1627</i> (copy required)	COUNTY LICENSE NO: <i>60</i>	(copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <i>Marla Gardner 471 N Curtis Rd Boise</i> <i>Debbie Gardner ✓</i> <i>Sally Snow ✓</i> <i>Peter Hirschburg ✓</i>	
BEER LICENSE FEES		
<input 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 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 type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>250.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Paid 7/13/21

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.

Marla Gardner President
 Applicant Signature Relation to Business

July 13th 2021
 Date

[Signature]
 City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/26/21</u>	License Fee Paid: <u>ch. 3750</u>	License No: <u>814A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: MCCF, Inc		Doing Business As: That's Entertainment
Physical Address where license will be displayed: 180 Northwood Way, Ketchum		
Mailing Address: PO Box 2514, Ketchum		
Recorded Owner of Property: Rigmor Grabher Trust		
Applicant Phone Number: 2087268800		Applicant Email: kristin@thatsentertainmentsv.com
STATE LICENSE NO: 1726 (copy required)	COUNTY LICENSE NO: (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: Kristin Farrell POB 6771, Ketchum Erin Clark POB 6089, Ketchum Neil Clark POB 6089, Ketchum	
BEER LICENSE FEES		
<input 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 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 type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>250.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Kristen Laurel **President**
Applicant Signature Relation to Business

7/6/2021

Date
[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/26/21</u>	License Fee Paid: <u>ch #19191</u>	License No: <u>262A</u>
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</i>		
Approved by City of Ketchum Idaho by;		
<hr/>		
Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Smoky Mountain Pizza & Pasta Ketchum LLC		Doing Business As: Smoky Mountain Pizzeria Grill
Physical Address where license will be displayed: 200 Sun Valley Rd., Ketchum, ID 83340		
Mailing Address: 408 E 41st Street, Boise, ID 83714		
Recorded Owner of Property: Gumbo, LTD		
Applicant Phone Number: 208-622-5625		Applicant Email: ketchumstore@smkymt.com
STATE LICENSE NO:	(copy required)	COUNTY LICENSE NO: (copy required)
Corporation: <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: Triple T Enterprises, Inc, its only member _____ _____ _____	
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"/>		
BEER LICENSE FEES		
X	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
X	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 650 _____
ADDITIONAL INFORMATION		
<p>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"/></p> <p>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"/></p>		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <u>Serva Group LLC</u>	Doing Business As: <u>KB's Ketchum</u>	
Physical Address where license will be displayed: <u>460 Sun Valley Rd. Ste 103</u>		
Mailing Address: <u>PO Box 912 Hailey, ID 83333</u>		
Recorded Owner of Property: <u>PK Ventures, LLC</u>		
Applicant Phone Number: <u>(208) 720-0959</u>	Applicant Email: <u>angelserva3@gmail.com</u>	
STATE LICENSE NO: <u>18624</u> (copy required)	COUNTY LICENSE NO: (copy required)	
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Angel Serva Po Box 912 Hailey</u> <u>Javier Serva "</u> <u>Santos Serva "</u>	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<u>1</u>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<u>1</u>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<u>1</u>	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		<u>400.00 450.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Dantos Lora

Member

Applicant Signature

Relation to Business

6.25.21

Date

[Signature]

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/27/21</u>	License Fee Paid: <u>online</u>	License No: <u>250A</u>
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</i>		
Approved by City of Ketchum Idaho by;		
<hr/>		
Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION		2135A
Applicant Name: Aspen Skiing Company, LLC		Doing Business As: Limelight Hotel Ketchum
Physical Address where license will be displayed: 151 S. Main Street, Ketchum ID 83340		
Mailing Address: P.O. Box 7081, Ketchum, ID 83340		
Recorded Owner of Property: Aspen Skiing Company, LLC d/b/a Limelight Hotel Ketchum		
Applicant Phone Number: (208) 726-0881		Applicant Email: rwhite@aspensnowmass.com
STATE LICENSE NO:	(copy required)	COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: Please see attached. <hr/> <hr/> <hr/>
BEER LICENSE FEES		
X	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
X	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 760.00
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.


General Manager

 Applicant Signature Relation to Business

7/12/2021

 Date



 City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/22/21</u>	License Fee Paid <u>ch # 57710</u>	License No: <u>2135A</u>
<p><i>To the City Council, Ketchum, Idaho;</i> The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</p> <p>Approved by City of Ketchum Idaho by;</p> _____ Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION		2276
Applicant Name: <u>Izalco, LLC</u>	Doing Business As: <u>EL NIÑO</u>	
Physical Address where license will be displayed: <u>250 sixth st. E., Ketchum ID 83340</u>		
Mailing Address: <u>P.O. Box 1889, Hailey ID 83333</u>		
Recorded Owner of Property: <u>Warren Hartlieb JR</u>		
Applicant Phone Number: <u>(208) 481-2821</u>	Applicant Email: <u>pedroalbino146@gmail.com</u>	
STATE LICENSE NO: (copy required)	COUNTY LICENSE NO: (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: <u>Pedro Ramirez Castillo</u> <u>Cecilia Zuniga</u> <u>P.O. Box 1889</u> <u>Hailey, ID 83333</u>	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>200.</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		



City of Ketchum

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

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

APPLICANT INFORMATION			
Applicant Name: <u>OSCAR LLC</u>		Doing Business As: <u>IL NASO</u>	
Physical Address where license will be displayed: <u>480 WASHINGTON AVE. N.</u>			
Mailing Address: <u>BOX 1318 KETCHUM, ID 83340</u>			
Recorded Owner of Property:			
Applicant Phone Number: <u>208.726.7774</u>	Applicant Email:		
STATE LICENSE NO: (copy required)	COUNTY LICENSE NO: (copy required)		
Corporation: <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>JIM FOSLER</u> _____ _____ _____		
Partnership: <input type="checkbox"/>			
Individual: <input checked="" type="checkbox"/>			
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
BEER LICENSE FEES			
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00	
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00	
WINE LICENSE FEES			
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00	
	Wine, NOT to be consumed on premises	\$200.00	
LIQUOR LICENSE FEES			
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00	
Total Fees Due		\$ <u>400.00</u>	
ADDITIONAL INFORMATION			
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			



City of Ketchum

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

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

APPLICANT INFORMATION		149A
Applicant Name:	Bigwood Bread LLC	Doing Business As: Bigwood Bread Cafe
Physical Address where license will be displayed:	271 Northwood Way Ketchum	
Mailing Address:	PO Box 6332 Ketchum 83340	
Recorded Owner of Property:	Bigwood Plaza LLC	
Applicant Phone Number:	949-463-1461	Applicant Email: ritagolleher@yahoo.com
STATE LICENSE NO:	17292 (copy required)	COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> LLC	List names and addresses of corporation officers and/or partners: Rita Golleher 50 Greenhorn Rd Hailey George Golleher 50 Greenhorn Rd Hailey	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<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		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>600</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		



City of Ketchum

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

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

APPLICANT INFORMATION		1689 A
Applicant Name: <u>Bigwood Bread LLC</u>	Doing Business As: <u>Wildflower Cafe</u>	
Physical Address where license will be displayed: <u>380 East Ave North</u>		
Mailing Address: <u>P.O. Box 6332 Ketchum 83340</u>		
Recorded Owner of Property: <u>Bigwood Square LLC</u>		
Applicant Phone Number: <u>949-463-1461</u>	Applicant Email: <u>ritagolleher@yahoo.com</u>	
STATE LICENSE NO: <u>14884</u> (copy required)	COUNTY LICENSE NO: _____ (copy required)	
Corporation: <input checked="" type="checkbox"/> <u>LLC</u>	List names and addresses of corporation officers and/or partners: <u>Rita Golleher 50 Greenhorn Rd Hailey</u> <u>George Golleher 50 Greenhorn Rd Hailey</u>	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>400</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

Atta Zallecha member LLC
Applicant Signature Relation to Business

6-30-2021
Date

[Signature]
City Clerk or Deputy Signature

7/12/21 OFFICIAL USE ONLY		
Date Received: 7/12/21	License Fee Paid: <input checked="" type="checkbox"/>	License No:
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</i>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name:	PERRY'S RESTAURANT	Doing Business As: PERRY'S RESTAURANT LLC
Physical Address where license will be displayed:	131 4th St W Ketchum ID 83340	
Mailing Address:	PO BOX 902 KETCHUM ID 83340	
Recorded Owner of Property:	Keith and Paula Perry	
Applicant Phone Number:	208-726-7703	Applicant Email: perrys@sunvalley.net.com
STATE LICENSE NO:	2975 (copy required)	COUNTY LICENSE NO: 10 (copy required)
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: Same as above	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<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		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 650.00
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.

Panda Army Partner
Applicant Signature Relation to Business

7-28-2021
Date

~~_____~~ Gpi
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>7/28/21</u>	License Fee Paid <u>ch # 8305</u>	License No: <u>295A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

August 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Authorize the Destruction of City Records.

Recommendation and Summary:

The City Clerk is recommending the council Adopt Resolution 21-011:

"I move to adopt Resolution 21-011 authorizing the destruction of identified City Records."

The reasons for the recommendation are as follows:

- Idaho Code 50-907 requires the City Council authorize destruction of records that are not required to be retained as permanent records and that have met the minimum retention period provided by the City's record retention schedule.

Items for disposal:

1. Credit Letters 2017 to 2012 – approved to destroy 2017
2. Credit Letters 10/2012 to 9/13 – approved to destroy on 10/2018
3. Credit Letters 10/13 to 9/14 – approved to destroy on 10/2019
4. Sales Tax Permits 2011 – 2014 – approved to destroy 2019
5. Credit Letters 10/14 to 9/15 – approved to destroy on 10/2020

Sustainability Impact

No impact.

Financial Impact

No impact.

Attachments

Resolution 21-011.

Acceptance

Neil Bradshaw, Mayor
City of Ketchum



RESOLUTION 21-011

**A RESOLUTION OF THE CITY OF KETCHUM
AUTHORIZING THE DESTRUCTION OF CITY RECORDS**

WHEREAS, the City of Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho Code §50-101 et seq.; and

WHEREAS, Idaho Code 50-907 requires the City Council authorize destruction of records that are not required to be retained as permanent records and that have met the minimum retention period provided by the City's record retention schedule; and

WHEREAS, the City Clerk has proposed for destruction of the records listed in the attached **"Exhibit 1"** that have exceeded their minimum retention requirement under the Accounting, Budget, Finance & Payroll Records section of the City's records retention policy; and

WHEREAS, the City Clerk has determined to dispose of the records by Western Records Destruction, Inc.; and

WHEREAS, approval for the destruction of the listed records has been obtained from the Idaho State Historical Society, when required, and the City Attorney, as provided by Idaho Code 50-907.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, that the records listed in the attached **"Exhibit 1"** shall be destroyed under the direction and supervision of the City Clerk.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF AUGUST 2021.

Neil Bradshaw, Mayor

Attest:

Tara Fenwick, City Clerk

EXHIBIT 1

1. Credit Letters 2017 to 2012 – approved to destroy 2017
2. Credit Letters 10/2012 to 9/13 – approved to destroy on 10/2018
3. Credit Letters 10/13 to 9/14 – approved to destroy on 10/2019
4. Sales Tax Permits 2011 – 2014 – approved to destroy 2019
5. Credit Letters 10/14 to 9/15 – approved to destroy on 10/2020



City of Ketchum

July 27, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Declare Items Surplus by Resolution

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to adopt Resolution 21-013 Declaring Items Surplus, and to direct staff to dispose of the items as appropriate."

The reasons for the recommendation are as follows:

- The City has a number of items that will not be moved into either the new city hall or the new fire station.
- These items vary in value from minimal or no value to at most a few hundred dollars.
- Donating or selling these items at a reasonable value is preferable to adding to a landfill.

Items for disposal

- Various office chairs, desks and filing cabinets
- Various white boards and bulletin boards
- One snowplow
- Three beds
- One shipping container
- Various light fixtures, mechanical fixtures, heaters and building components
- Various nozzles, fittings and adapters
- Twelve pair snowshoes
- Two refrigerators, one microwave, range and dishwasher

Sustainability Impact

No impact.

Financial Impact

Possibly a few hundred in income, however most items will be donated.

Attachments

Resolution 21-013 Declaring Items Surplus

Acceptance

Neil Bradshaw, Mayor
City of Ketchum

CITY OF KETCHUM
RESOLUTION NO 21-013

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

Section 1. Findings

1.1 The City of Ketchum is vacating the current City Hall, Police and Fire Department Facilities by September 30 2021, or so.

1.2 A number of items have been identified by staff as excess to the needs of the city.

1.3 To reduce the impact on landfills, the City desires to donate or sell such items as appropriate.

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

2.1 The following items are declared surplus to the City's needs:

- Various office chairs, desks and filing cabinets
- Various white boards and bulletin boards
- One snowplow
- Three beds
- One shipping container
- Various light fixtures, mechanical fixtures, heaters and building components
- Various nozzles, fittings and adapters
- Twelve pair snowshoes
- Two refrigerators, one microwave, range and dishwasher

2.2 City Staff are authorized to dispose of these items in an appropriate manner, including selling any items of significant value, donating to charitable organizations or permitted salvage of building components prior to building demolition.

APPROVED

Signed: _____

Neil Bradshaw, Mayor

ATTEST:

By: _____

Tara Fenwick, City Clerk



City of Ketchum

July 28, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order #20682 Not to Exceed \$55,393.61 for furniture.

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve purchase order #20682 in an amount not to exceed \$55,393.61 and authorize the Mayor to sign said purchase order."

The reasons for the recommendation are as follows:

- The City has a need for furniture at the new fire station.
- Business Interiors of Idaho can provide furniture that meets LEED criteria and is available on a purchase cooperative contract through Omnia Purchasing.

Introduction and History

The furniture in use at the fire station now is a mix of cheap furniture well past serviceability. Much of the furniture is unlikely to be able to survive moving it to a new location. The budget for the fire station project included replacing the furniture.

To qualify for a LEED point, 75% of the furniture being purchased must meet LEED criteria. This limits the selection of furniture to brands having sought out that certification. Business Interiors has quoted Haworth Furniture, which does meet that criterion.

The quote provided is for complete furnishing of the station, except beds and recliners. The fire department does not need all the items quoted and will be selecting only those items that absolutely need replacing from the current furniture.

Approving the purchase allows the Fire Department to move ahead with the items needed for opening the station in early September. Delaying until the quote could be revised to remove items not needed would negatively impact functionality when the fire department moves in.

Sustainability Impact

All items are LEED certified.

Financial Impact

The quote if awarded in full is within the budget for the project.

Attachments

Quote 8822-38396.

Acceptance

Neil Bradshaw, Mayor
City of Ketchum



Ketchum Fire Department

CUSTOM DESIGN PROPOSAL

Date: 7/23/2021

Prepared For: Bill McLaughlin

Quote Number: 8822-38396

Valid For 30 Days

Prepared by: Phil Ruebel

Confidential

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Project Scope

Bill To

Ketchum Fire Department
 480 East Ave
 Ketchum, ID 83340

Install To

Ketchum Fire Department
 480 East Ave
 Ketchum, ID 83340

Project Investment

Project Total	\$55,393.61
Tax (0%)	\$0.00
Grand Total	\$55,393.61

Payment Schedule

Per Contract

Price Summary by Phase

Option	Phase / TAG	Price	Tax	Total
Ketchum Fire Station	FL02	\$14,434.11	\$0.00	\$14,434.11
	FL01	\$34,119.60	\$0.00	\$34,119.60
	Freight	\$0.00	\$0.00	\$0.00
	Installation	\$6,000.00	\$0.00	\$6,000.00
	Design	\$839.90	\$0.00	\$839.90
	Delivery Charges	\$0.00	\$0.00	\$0.00
Grand Total		\$55,393.61	\$0.00	\$55,393.61

Business Interiors of Idaho
 176 S Capitol Blvd
 Boise, ID 83702
 Phone: (208) 384-5050
 http://www.biispaces.com/



QUOTATION

8822-38396

VALID UNTIL 8/22/2021

BILL TO

Ketchum Fire Department
 480 East Ave
 Ketchum, ID 83340

INSTALL TO

Ketchum Fire Department
 480 East Ave
 Ketchum, ID 83340

Salesperson
 Phil Ruebel

Payment Terms
 Per Contract

DELIVER TO

Ketchum Fire Department
 480 East Ave
 Ketchum, ID 83340

Ketchum Fire Station

FL02

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
1	4.00	EA	KATA2-MS-DC / KATA Series Dual Monitor Arm, Motion Slider, Desk Clamp Included OPTIONS SLV Silver (Finish)	\$338.40	\$1,353.60
					
2	1.00	EA	EUEH-0087-3 / Belong,In-Feed Harness 87In.L, 3 Cir	\$106.24	\$106.24
					
3	2.00	EA	EUER-153P-GS0S / Triplex Receptacle,15 Amp, 332, CM OPTIONS TR-E Smoke Grd A (Tech Surface Color 1A)	\$68.04	\$136.08
					
4	4.00	EA	WBRA-3060-LJSC / Intuity, Worksurface,Benching,Rect,30X60,Lam,EB3,Std Core, No Cblmgt OPTIONS H-KM Landmark Wood Grd B (Worktop Surface Color) HP-KM Landmark Wood Grd A (Worktop Edge Color-Users Edge)	\$140.62	\$562.48
5	1.00	EA	ZBRA-6060-ATGHN3TC / Intuity,Benching,Understructure,Rect,60DX60W,Straight ,Fixed,Steel,No Tie Plate,3 Circuit,Tray,No Hatch OPTIONS TR-LE Metallic Silver Grd B (Base Color 1A) TR-LE Metallic Silver Grd B (Base Color 1B)	\$505.75	\$505.75
6	1.00	EA	ZBRA-6060-SIGHP3TC / Intuity,Benching,Understructure,Rect,60DX60W,Starter,Straight ,Fixed,Steel,Tie Plate,3 Circuit,Tray,No Hatch OPTIONS TR-LE Metallic Silver Grd B (Base Color 1A) TR-LE Metallic Silver Grd B (Bracket Color) TR-LE Metallic Silver Grd B (Base Color 1B)	\$598.56	\$598.56

Ketchum Fire Station

FL02






LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
7	6.00	EA	TCRA-2454-LJSNVG4 / Jive,Tbl,Rect,Lam,24"x54",Eb3,Std,Co:none,Post - Rd,Gld,29"h	\$321.06	\$1,926.36
			OPTIONS		
			H-KM Landmark Wood Grd B (Worktop Surface Color)		
			HP-KM Landmark Wood Grd A (Worktop Edge Color-Users Edge)		
			TR-LE Metallic Silver Grd B (Base Color 1A)		
8	12.00	EA	LSET-1 / HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1	\$0.00	\$0.00
			OPTIONS		
			LX-BL Black Grd A (Lock Color)		
9	6.00	EA	SJT-20-101X5AP / Soji Task,Fab St /Mesh Bk,Fxd Arm,NoLum,Bk Lock,Fxd Seat,Plst Base,Hrd Cstr,Assembled,SR	\$408.41	\$2,450.46
			OPTIONS		
			(4N) Diagonale (4N) Grd B (Seat 1 Color)		
			4N-SH Slash Grd B (Seat 1 Color)		
			XT-1 Carbon Grd A (Back 1 Color (Inside))		
			TR-F Black Grd A (Trim Color)		
			TR-F Black Grd A (Base Color)		
10	6.00	EA	SJT-20-101X6AP / Soji Task,Fab St /Mesh Bk,Fxd Arm,NoLum,Bk Lock,Fxd Seat,Plst Base,Sft Cstr,Assembled,SR	\$431.81	\$2,590.86
			OPTIONS		
			(4N) Diagonale (4N) Grd B (Seat 1 Color)		
			4N-SH Slash Grd B (Seat 1 Color)		
			XT-1 Carbon Grd A (Back 1 Color (Inside))		
			TR-F Black Grd A (Trim Color)		
			TR-F Black Grd A (Base Color)		
11	12.00	EA	JPTA-18-S8 / X Series,Pedestal,Tug,B/F,18"D,PtdDrwFrt, Stl Lkrl,Linear Pull,Cstr,Stl Top,Handle	\$350.31	\$4,203.72
			OPTIONS		
			TR-K Charcoal Grd A (Case Color)		
			LR-BL Black Grd A (Lock Color)		

Ketchum Fire Station / FL02

	SUBTOTAL
subtotal	\$14,434.11
sales tax	\$0.00
total	\$14,434.11

Ketchum Fire Station

FL01

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
12	2.00	EA	KATA2-MS-DC / KATA Series Dual Monitor Arm, Motion Slider, Desk Clamp Included OPTIONS SLV Silver (Finish)	\$338.40	\$676.80
					
13	2.00	EA	WURA-2451-LJSA / Worksurface, Rect,24Dx51W,Lam,Edgeband,Std Core,Notched OPTIONS H-KM Landmark Wood Grd B (Worktop Surface Color) HP-KM Landmark Wood Grd A (Worktop Edge Color-Users Edge)	\$147.61	\$295.22
14	2.00	EA	WURA-2460-LJSA / Worksurface, Rect,24Dx60W,Lam,Edgeband,Std Core,Notched OPTIONS H-KM Landmark Wood Grd B (Worktop Surface Color) HP-KM Landmark Wood Grd A (Worktop Edge Color-Users Edge)	\$166.20	\$332.40
					
15	4.00	EA	ZUBF-0000-PN / Flush Mount Plate	\$7.94	\$31.76
					
16	2.00	EA	ZZFD-2400-PNFF / Compose Worksurface Dbl Support Leg,Steel,24In.D OPTIONS TR-LE Metallic Silver Grd B (Bracket Color)	\$138.12	\$276.24
					
17	2.00	EA	ZZFJ-0101-PNFG / Compose Worksurface Support Post OPTIONS TR-LE Metallic Silver Grd B (Bracket Color)	\$93.19	\$186.38
					
18	16.00	EA	TCRA-2472-LJSNFH4A / Jive,Tbl,Rect,Lam,24"x72",Eb3,Std,Co:none,T - Rd,Cstr/Flip,29"h,Ptd OPTIONS H-KM Landmark Wood Grd B (Worktop Surface Color) HP-KM Landmark Wood Grd A (Worktop Edge Color-Users Edge) TR-LE Metallic Silver Grd B (Base Color 1A)	\$681.32	\$10,901.12

Ketchum Fire Station

FL01

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
19	1.00	EA	TCRA-4296-LJSNGG4A / Jive,Tbl,Rect,Lam,42"x96",Eb3,Std,Co:none,Brd,Gld,29"h,Ptd	\$1,475.83	\$1,475.83
			OPTIONS H-KM Landmark Wood Grd B (Worktop Surface Color) HP-KM Landmark Wood Grd A (Worktop Edge Color-Users Edge) TR-LE Metallic Silver Grd B (Base Color 1A)		
20	5.00	EA	SJT-20-101X6AP / Soji Task,Fab St /Mesh Bk,Fxd Arm,NoLum,Bk Lock,Fxd Seat,Plst Base,Sft Cstr,Assembled,SR	\$431.81	\$2,159.05
			OPTIONS (4N) Diagonale (4N) Grd B (Seat 1 Color) 4N-SH Slash Grd B (Seat 1 Color) XT-1 Carbon Grd A (Back 1 Color (Inside)) TR-F Black Grd A (Trim Color) TR-F Black Grd A (Base Color)		
21	2.00	EA	TJRA-2346-LJSNCXN / Upside Value,Table,23"x46",Lam,Eb3,Std,No Co,C- Leg,Single Stage, Simple Paddle	\$474.53	\$949.06
			OPTIONS H-KM Landmark Wood Grd B (Worktop Surface Color) HP-KM Landmark Wood Grd A (Worktop Edge Color-Users Edge) TR-LE Metallic Silver Grd B (Base Color 1A)		
22	26.00	EA	SCH-22-0SEP / Very Wire Stacker,ENH, Fab Seat, Fab Bk, Armless, Non Ganging,SR	\$260.52	\$6,773.52
			OPTIONS (4N) Diagonale (4N) Grd B (Seat 1 Color) 4N-BA Bias Grd B (Seat 1 Color) (4N) Diagonale (4N) Grd B (Back 1 Color (Inside)) 4N-BA Bias Grd B (Back 1 Color (Inside)) TR-FA Tomato Grd A (Seat 2 Color) TR-LE Metallic Silver Grd B (Frame Color)		
23	2.00	EA	SCH-22-0SEP / Very Wire Stacker,ENH, Fab Seat, Fab Bk, Armless, Non Ganging,SR	\$260.52	\$521.04
			OPTIONS (4N) Diagonale (4N) Grd B (Seat 1 Color) 4N-BA Bias Grd B (Seat 1 Color) (4N) Diagonale (4N) Grd B (Back 1 Color (Inside)) 4N-BA Bias Grd B (Back 1 Color (Inside)) TR-FA Tomato Grd A (Seat 2 Color) TR-LE Metallic Silver Grd B (Frame Color)		
24	4.00	EA	SCH-22-0SEP / Very Wire Stacker,ENH, Fab Seat, Fab Bk, Armless, Non Ganging,SR	\$260.52	\$1,042.08
			OPTIONS (4N) Diagonale (4N) Grd B (Seat 1 Color) 4N-BA Bias Grd B (Seat 1 Color) (4N) Diagonale (4N) Grd B (Back 1 Color (Inside)) 4N-BA Bias Grd B (Back 1 Color (Inside)) TR-FA Tomato Grd A (Seat 2 Color) TR-LE Metallic Silver Grd B (Frame Color)		

Ketchum Fire Station

FL01

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
25	2.00	EA	SCT-1 / Very Seating, Cart, For High Density Chairs	\$252.49	\$504.98
					
26	8.00	EA	SCT-20-1016P / Very Task Chair, Fab Seat, Mesh Bk, Fxd Arm, Plstc Bse Sft Ctrs, Bk Lk, No Lum, SR	\$511.84	\$4,094.72
			OPTIONS		
			(4N) Diagonale (4N) Grd B (Seat 1 Color)		
			4N-SH Slash Grd B (Seat 1 Color)		
			(MS) Very Task Mesh Grd A (Back 1 Color (Inside))		
			MS-F Black Grd A (Back 1 Color (Inside))		
			TR-F Black Grd A (Trim Color)		
			TR-F Black Grd A (Frame Color)		
			TR-F Black Grd A (Base Color)		
27	2.00	EA	JDSL-2472-JAFSFN / X Series, Rect Desk, Lam, EB3, 24X72, Ped, End, Ptd, Full Mod, No Cbl Mgt	\$711.64	\$1,423.28
			OPTIONS		
			H-KM Landmark Wood Grd B (Worktop Surface Color)		
			HP-KM Landmark Wood Grd A (Worktop Edge Color-Users Edge)		
			TR-LE Metallic Silver Grd B (Case Trim Color)		
			TR-LE Metallic Silver Grd B (Modesty Surface Color)		
28	2.00	EA	JSPY-0236-S8A / X Series, 2H x 36"W, Closed Cabinet, Two Doors, Ptd Dr Front, Ptd Lock Bar, Attached Mount, Linear Pull	\$588.96	\$1,177.92
			OPTIONS		
			TR-LE Metallic Silver Grd B (Case Color)		
			LR-BP Chrome Grd A (Lock Color)		
29	2.00	EA	JPAJ-24-S8 / X Series, Pedestal, Attached, F/F, 24"D, Ptd Drw Frt, Stl Lkrl, Linear Pull	\$308.80	\$617.60
			OPTIONS		
			TR-LE Metallic Silver Grd B (Case Color)		
			LR-BP Chrome Grd A (Lock Color)		
30	2.00	EA	JPDH-24-S8LF / X Series, Pedestal, Attached Desk, Box/Box/File, 24"D, Ptd Drawer Front, Ptd Lockbar, Linear Pull, LH, Full Mod	\$340.30	\$680.60
			OPTIONS		
			TR-LE Metallic Silver Grd B (Case Color)		
			LR-BP Chrome Grd A (Lock Color)		

Ketchum Fire Station / FL01

	SUBTOTAL
subtotal	\$34,119.60
sales tax	\$0.00
total	\$34,119.60



QUOTATION

8822-38396

VALID UNTIL 8/22/2021

Ketchum Fire Station

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
31	1.00	EA	Freight / Freight Charges	\$0.00	\$0.00
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
32	1.00	EA	Installation / Installation During Normal Business Hours	\$6,000.00	\$6,000.00
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
33	1.00	EA	Design / Design Time	\$839.90	\$839.90
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
34	1.00	EA	Delivery Charges / Delivery During Normal Business Hours	\$0.00	\$0.00

CUSTOMER SIGN OFF

subtotal	\$55,393.61
sales tax	\$0.00
total	\$55,393.61

 Authorized Signature

 Accepted Date

 Print Name

TERMS AND CONDITIONS OF SALE

AGREEMENT IN WRITING. The following terms and conditions represent the full statement of agreement between Buyer and Seller. Any amendments to these terms must be in writing and signed by an officer of Business Interiors of Idaho, Inc.

PAYMENT TERMS.

1. Acceptance of delivery constitutes acceptance of the merchandise as delivered
2. Business Interiors of Idaho, Inc. terms are:

Orders \$10K+ 50% NET 30

- a. Deposit: 50% deposit upon order entry
- b. Net 30: Net within 30 days of product receipt (either to Seller's warehouse or direct shipments to Buyer's site)

Orders less than \$10K

- a. Due upon receipt (either to Seller's warehouse or direct shipments to Buyer's site)
3. Credit card payments are acceptable, but all credit card fees will be passed along to buyer
 4. No payment shall be withheld on any invoice because of partial delivery of the entire order.
 5. Punch list items to be resolved are treated as separate orders and do not remove the Buyer's obligation to remit payment per project terms
 6. The buyer agrees to pay a finance charge of 1-1/2 percent per month at the annual percentage rate of 18 percent on all delinquent invoices as well as expenses, attorney fees and court costs which seller incurs by reason of buyer's default.
 7. In the event that special materials, fabrics or services (such as COM, COL, etc.) must be ordered by the seller from a secondary vendor for delivery to the primary vendor, the buyer will consider such materials, fabrics or services acceptable for purposes of payment at the time of delivery to the primary vendor.
 8. This is F.O.B. shipping point, title passes to buyer at factory location.

RETURN GOODS. All merchandise, stock or otherwise, may be returned only with approved written authority by seller and may be subject to minimum 30% re-stocking charge plus freight and handling costs.

TAXES. Prices may not include applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at time of invoicing and the buyer agrees to pay same. Buyers exempt from taxes will furnish Certificate of Exemption at time of execution of this agreement.

FREIGHT. Freight charges, if applicable, are invoiced separately. Freight charges for all regular Haworth orders are included.

CANCELLATION AND CHANGES. Office furniture is made to order. In the event that this proposal is accepted (confirmed) by the buyer and becomes an order, it is understood and agreed that it cannot be cancelled except by mutual consent.

The seller's order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer with a 50% deposit. All requests for changes in quantity or specification shall be delivered to the seller in writing.

DELIVERY AND INSTALLATION. In the event that delivery and/or installation is required as a part of this proposal, the following provisions shall apply, unless otherwise stated in the body of the proposal.

1. Condition of Job Site - The site shall be clean, clear and free of debris prior to installation.

- a. Premises shall be in readiness to receive goods. Installation will be into an unoccupied space, free and clear of all construction trades, materials and other obstructions. All paneling, painting, ceiling and carpet work will be completed or substantially done, so as not to cause delays to the installation. Carpet must be cleaned or vacuumed and floors to be broom cleaned and free of debris prior to placement of furniture. In the event that an area scheduled for installation is determined by Business Interiors of Idaho, Inc not to be ready, additional charges may be applicable if buyer requests installation to proceed as scheduled.
- b. Site or area unreadiness, which results in a disruption of the installation schedule may result in additional charges
- c. Doorways, opening and elevators will be of sufficient size and carrying capacity to permit delivery of goods without dismantling, knocking down, hoisting or lowering.
- d. Any special handling of furniture necessitated by site conditions, such as hand carrying to designated floors or double handling, will be charged in addition, at hourly rates.

2. Job Site Services - Electric current, heat, hoisting and/or elevator service will be furnished without charge to seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.

3. Special Packaging and Handling - If special handling is required that is not contained in the specifications, it will be subject to extra charge.

4. Delivery During Normal Business Hours - Delivery and installation will be made during normal working hours (8 a.m. – 3:30p.m. M-F) by non-union or union personnel (as quoted). Additional labor costs resulting from overtime work performed at the buyer's request will be paid by the buyer.

5. Storage Space - Provided the merchandise does not arrive at the site earlier than the date requested, safe and adequate storage will be provided by the buyer. If the space provided is inadequate and requires excessive sorting or storage costs, such excess cost will be reimbursed by the buyer. If the space provided is inconveniently located or on another floor, the extra cost of transporting to and from storage will be reimbursed by the buyer. If the merchandise must be moved due to progress of other trades or other reason, additional charges may apply.

6. Erection and Assembly

- a. Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the seller's own installation personnel, resulting additional costs will be paid by buyer.
- b. All furniture ordered will be installed according to manufacturer's specifications and client approved floorplans.
- c. Installation will include placing product only once in new premises in accordance with plan specifications or adequate personal directions from the buyer.
- d. Changes to the furniture layout which result in additional labor will be charged in addition at hourly labor rates to the buyer. Any modification to installation plans or drawings must be submitted in writing by the buyer. Any resulting charges must be agreed upon in writing prior to beginning work.



- e. Any special cutting or modification to furniture required because of site conditions or requested at the time of installation and any special brackets or hardware needed, but not supplied by the manufacturer will be provided by Business Interiors of Idaho, Inc. and charged, in addition, at hourly rates plus materials.
- f. Business Interiors of Idaho, Inc. will remove all furniture debris directly related to the above specified furniture, dispose of said debris away from the site and otherwise make the installation ready for occupancy.
- g. Business Interiors of Idaho, Inc. will clean all furniture including interiors of overheads, files and pedestals one time. If construction or other trades are in the area, cleaning will not be performed. Business Interiors of Idaho, Inc. cannot be responsible for cleaning carpet or hard floors.
- h. Minor nicks and scratches on furniture received at the job site will be touched up at no additional charge to the buyer.
- i. Any manufacturer warranty work will be provided according to stated warranty document, as long as warranty is in effect.
- j. Electrical hook-up to the building supply is the responsibility of the buyer. Building hook-up or electrical work requiring a licensed and/or union electrician can be provided by Business Interiors of Idaho, Inc. at an additional charge to the buyer.
- k. All furniture, unless otherwise specified, will ship to our warehouse and be scheduled for delivery.

7. Damage

- a. All furniture will be inspected for freight damage at time of receipt. All damages and shortages will be noted and freight claims filed by Business Interiors of Idaho, Inc., unless otherwise stated.
- b. After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the buyer and the buyer agrees to hold the seller harmless from loss for such reasons.

8. Insurance - Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational Disease insurance are carried by the seller and certificates will be delivered upon request. Fire, Tornado, Flood and other insurance at the site will be provided and paid for by the buyer.

9. Miscellaneous

- a. A grace period of one hour will be allowed for the arrival of direct shipments to the site. Business Interiors of Idaho, Inc. cannot be held responsible for manufacturer or common carrier delays. Business Interiors of Idaho, Inc., in the event the delay is factory or carrier related, will make their best effort to recover all losses from these vendors and reimburse buyer's additional charges.
- b. Following completion of the installation, Business Interiors of Idaho, Inc. will participate in generating a punch list of touch-up, replacement of damaged parts and minor adjustments needed.

CHANGE ORDERS. Changes in order quantity or specification must be delivered to Seller in writing and are subject to approval by Seller and manufacturer. Any resulting increased cost will be borne by the Buyer.

SCHEDULE CHANGES. In the event of Buyer's inability to receive goods as scheduled, Seller will arrange for storage of goods, if required. Costs of double handling, storage & insurance will be passed onto Buyer. These costs are calculated at \$50 per total man hour, or portion thereof in 15 minute increments. In the event that goods must be stored beyond thirty (30) days Seller will invoice materials as though delivered to Buyer, and Buyer will be charged storage fees at the rate of \$1/sq ft per month. Buyer may withhold 10% of such invoiced amount pending actual delivery of installation as called for by the order.

CLAIMS. Claims for transportation damage or shortage will be prosecuted by the seller and damaged merchandise will be repaired to the satisfaction of the buyer or merchandise replaced. In the case of "Direct Ship" orders, the buyer is required to retain for the seller: (1) damaged merchandise (2) original shipping carton(s) (3) delivery document signed by the carrier representative noting damage or shortage.

DELAYS. In the event that construction delays or other causes not within seller's control force postponement of delivery or of the installation, the furnishings will be stored until delivery or installation can be resumed and will be considered accepted by the buyer for the purposes of payment. In such event, the buyer shall reserve the right to withhold 10% (for 60 days maximum) of the invoice amount of such shipments against the completion of the contract. Transfer and storage charges incurred shall be paid by the buyer after 10 days from receipt of goods LTL (Less than Truck Load) order. On truckload orders, or greater, storage charges will be incurred upon receipt of goods.

DESIGN. All Business Interiors of Idaho, Inc. designed proposals, including space plans, color schemes, drawings, blue prints and presentation boards are the exclusive property of Business Interiors of Idaho, Inc. and use of them by other parties is prohibited until a contract is consummated.

NO OTHER AGREEMENTS. There are no other agreements expressed or implied other than those specified herein and those set forth in the agreement, proposal or sales order, specifications or delivery and installation schedules. The terms and conditions set forth herein and in the above mentioned documents may not be varied except upon the written approval of both buyer and seller.

Authorized Signature _____ Date _____

Title _____ PO No. _____

Company _____



City of Ketchum

July 28, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve a Communications Facility Lease with Sun Valley Company.

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve the Communications Facility Lease with the Sun Valley Company for existing communications equipment and authorize the Mayor to sign said lease."

The reasons for the recommendation are as follows:

- The main radio communications for the Ketchum Fire Department is located on Sun Valley Company.
- This lease replaces the previous lease that included Ketchum Rural Fire District.

Introduction and History

The fire department operates from a repeater located on Bald Mountain, in a facility owned by Sun Valley Company. This agreement has been in place for many years. While the license and EQ are owned by the City of Ketchum, the lease was previously executed under the Ketchum Rural Fire District. Since the land is leased from the US Forest Service, the site must comply with USFS rules. This includes having the site lease in the name of the FCC license holder.

Sustainability Impact

No impact.

Financial Impact

In the past, the lease fee was paid by the Ketchum Rural Fire District, and the City reimbursed KRFD 50% of the fee. Henceforth, the City will pay the lease fee and bill other users as needed.

Attachments

Communications Facility Lease.

Acceptance

Neil Bradshaw, Mayor
City of Ketchum

COMMUNICATIONS FACILITY LEASE

(Existing Structure and Ground Space)

This Lease is made and entered into as of April 19, 2021, by and between Sun Valley Company, a Wyoming corporation with an address at PO Box 10, Sun Valley, Idaho 83353, (hereinafter referenced to as "Landlord") and the City of Ketchum. with an address at 480 East Ave North, P O Box 966, Ketchum Id. 83340 (hereinafter referenced to as "Tenant").

WHEREAS, Landlord is sole permittee operating on property known as Bald Mountain Communications' Facility, County of Blaine, State of Idaho (the "Property"), which is more particularly described in Exhibit A attached hereto, upon which is located an existing structure described as a guide tower (the "Structure").

WHEREAS, Tenant desires to lease a portion of the Property for Tenant's transmission and receipt of radio-telephone and other electrical signals.

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

- I. Lease. Landlord hereby leases to Tenant that certain parcel described as the "Premises," in Exhibit B, which is attached hereto and incorporated herein by reference, together with unrestricted access for Tenant's uses from the nearest public right-of-way, on the terms and conditions of this Lease.

2. Survey/Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

3. Use of Premises. It is understood that Tenant intends to use the Premises and the licenses granted hereunder for the purpose of installing and operating antennas and related equipment ("Tenant's Facilities") for the transmission and receipt of radio-telephone and other electrical signals; such use includes the right to install and operate antennas, an equipment cabinet, cables and other connections between the Tenant's equipment and antennas, and any other items necessary to the successful and secure operation of Tenant's Facilities. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate Tenant's Facilities within the Premises at any time during the term of this Lease. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto. All Mountain Travel must be coordinated with Sun Valley Co. Mountain Department at 208 622-6151.

4. Term of Lease. The lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurred.

5. Option to Renew. Tenant shall have the option to renew this Lease for one (1) term of five (5) years, upon a continuation of all the same provisions hereof the acceptance of this renewal option must be received in writing by certified mail or nationally recognized courier service and received by Landlord at least three (3) months prior to the expiration of the Initial Term of this Lease. Each renewal will increase by 2.5% over previous term.

6. Termination. If this Lease is terminated rent and other charges shall be prorated as of the date of termination.

7. Rent. Commencing on January 1, 2022, the Commencement Date, Tenant shall pay rent to the Landlord in the amount of \$2,560.00 per year, which shall be due annually thereafter. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial year.

8. Adjusted Rent. On every anniversary of the Commencement Date of this Lease, rent shall be increased by three percent (2.5%) of the previous year's rent.

9. Utilities. Landlord shall provide primary A/C power. Tenant may install an emergency battery bank on the Premises and operate such standby systems during times when commercial power is not available.

10. Non-Interference. (a) If there are existing radio frequency user(s) on the Property, then within 20 days after the date of this Lease Landlord will provide Tenant with a list of all existing radio frequency user(s) and their respective frequencies to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with such existing radio frequency users on the Property as long as the existing radio frequency user(s) operate and continue to operate within the frequencies disclosed to Tenant as provided above and in accordance with all applicable laws and regulations. (b) Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Facilities. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment. (c) Landlord will not use, nor will Landlord permit its employees, tenant, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right in addition to any other rights that it may have a law or in equity, for Landlord's breach of this Lease, to elect to enjoin such interference or to terminate the Lease upon notice to Landlord. Tenant Interference Study enclosed as part of this lease.

11. Compliance with FCC Radio Frequency Emissions Requirements. Tenant agrees to comply with all Federal Communications Commission ("FCC") rules pertaining to its operations on the Premises, including those pertaining to radio frequency exposure. Landlord shall require all other communications tenants of the Property to bear the same responsibility. If a subsequent communications tenant of the Property causes the radio frequency levels at the Premises and surrounding vicinity exceeding exposure levels set by the FCC, Landlord shall require that such tenant shall take all steps necessary to meet FCC compliance levels.

12. Property Taxes and Government Fees: Tenant shall pay the personal property taxes and all other government fees levied against Tenant's Facilities and the Landlord shall be responsible for the real estate taxes levied against the Property.

13. Repairs. Tenant shall be responsible for all repairs of Tenant's Facilities, and may at its own expense alter or modify Tenant's Facilities to suit its needs consistent with the intended use of the Premises.

14. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant or its employees or agents, or directly resulting from the installation, use, maintenance, repair or removal of Tenant's Facilities upon the Property. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord or its employees or agents. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful misconduct or negligence. Notwithstanding anything to the contrary in this Lease, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

15. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars combined single limit for bodily injury or death/property damage arising out of any one occurrence covering Tenant's work and operations upon the Property, and commercially reasonable property and casualty insurance covering Tenant's Facilities.

Landlord shall continuously maintain in full force and effect throughout the term of this Lease commercially reasonable liability insurance and commercially reasonable property and casualty insurance.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither parties' insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

16. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for thirty (30) days after Landlord notifies Tenant in writing of such failure.

17. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereunder, the Lease shall nevertheless continue to run during the default. Such default shall not terminate the Lease for more than 30 days, provided that the Lease is continuing to be performed.

Landlord will acknowledge any substitute tenant resulting from a foreclosure of a security interest as the Tenant under this Lease. Any other assignment of this Lease by Tenant shall require Landlord's prior written consent, which consent Landlord agrees, shall not unreasonably be withheld. Furthermore, no assignment shall be effected pursuant to this Section unless Tenant shall notify Landlord in writing setting forth the name, address and telephone number of such assignee. Notwithstanding the foregoing, Tenant may assign or otherwise transfer this Lease without Landlord's prior written consent to an entity controlling, controlled by, or under common control with Tenant or to a person or entity acquiring substantially all of Tenant's assets through merger, sale or otherwise. For the purpose of this paragraph, "control" is defined as direct or indirect ownership by a person or entity or group of persons and/or entities of a 30% or more of the outstanding stock, ownership interest or other equity interest in the party controlled. Upon the effective date of any permitted assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Lease.

19. Subleasing. Tenant shall not sublet or grant licenses to use, all or any portion of Tenant's Facilities and/or the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

20. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the County Recorder's Office. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the

Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

21. Removal of Tenant's Facilities. Tenant's Facilities are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove Tenant's Facilities from the Premises. Within sixty (60) days after the expiration or earlier termination of this Lease, Tenant shall, if requested by Landlord and at Tenant's expense, remove any of Tenant's Facilities located above ground from the Premises. If Landlord does not notify Tenant that Tenant must remove such Tenant's Facilities within thirty days (30) after expiration or earlier termination of this Lease, then Tenant shall have the option of either removing or abandoning such Tenant's Facilities, and in any event Tenant shall be entitled to abandon all footings, foundations, and other below-ground portions of Tenant's Facilities in place.

22. Warranties. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below; and (b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Lease; (ii) Landlord has legal vehicular access to the Property via public road and has the right to permit Tenant to use such access throughout the term of this Lease; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises within the terms and conditions detailed in this Lease; and (iv) the execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord or the Property.

23. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or beneficiary shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of an encumbrance against the Property a non-disturbance agreement in form reasonably satisfactory to Tenant.

24. Environmental Warranty. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that parties' activity conducted in or on the Property. (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and

expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party. (c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

25. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover its reasonable cost and expenses incurred in such action and on appeal, including reasonable attorney fees.

26. Notices. All notices required or desired to be given under this Lease shall be in writing and sent by certified mail, return receipt requested, or nationally recognized courier service to the party to be served at its address as follows:

If to Landlord:

Sun Valley Resort
Attn: General Manager PO Box 10
Sun Valley, ID 83353

If to Tenant:

City of Ketchum-Fire
P O Box 966
Ketchum, Id 83340

Notices shall be deemed received when properly sent and received, refused or returned undelivered. Either party may change its address by notifying the other party of the change of address not less than ten (10) days prior to the effective date of such change.

27. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

30. Governing Law. This Lease will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

31. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Lease and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

32. Estoppel. Either party will, at any time upon thirty (30) days' prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Lease is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) rent has not been paid in advance beyond the regularly scheduled rental payments period set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Communications Facility Lease as of the day and year first above written.

LANDLORD:

TENANT:

Sun Valley Company

City of Ketchum-Fire

By: _____

By: _____

PRINTED: _____

PRINTED: _____

TITLE: _____

TITLE: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property of which the Premises are a part is all that real property located in the State of Idaho, County of Blaine, described as follows:

Bald Mountain Communications Facility, Blaine County, Idaho.

To be inserted

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733: 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512: Facsimile 208-726-9514

A Sun Valley Company Cell Lease Site **'BALD MOUNTAIN COMM. BUILDING'**

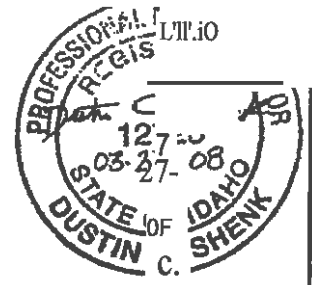
An unsurveyed lease site located within:
Section 23, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho.

Commencing at a Brass Cap marking the Section Corner common to Sections 12 and 13, Township 4 North, Range 17 East and also Sections 7 and 18, Township 4 North, Range 18 East, Boise Meridian, said Brass Cap being also referenced by the Blaine County G.J.S. Survey Control Network as 'CEMETERY';

Thence S00°26'11"E, 5346.01 feet to a Brass Cap marking the Section Corner common to Sections 13 and 24, Township 4 North, Range 17 East and also Sections 18 and 19, Township 4 North, Range 18 East, Boise Meridian, said Brass Cap being also referenced by the Blaine County G.J.S. Survey Control Network as '4N17E24NE';

Thence S66°30'36"W, 10627.68 feet more or less to the POINT OF BEGINNING;
thence SJ 7°00'00"W, 48.50 feet;
thence N73°00'00"W, 34.00 feet;
thence N17°00'00"E, 48.50 feet;
thence S73°00'00"E, 34.00 feet to the POINT OF BEGINNING;

Said lease site having an approximate area of .04 acres



SUN VALLEY CO. - CELL
LEASE SITE

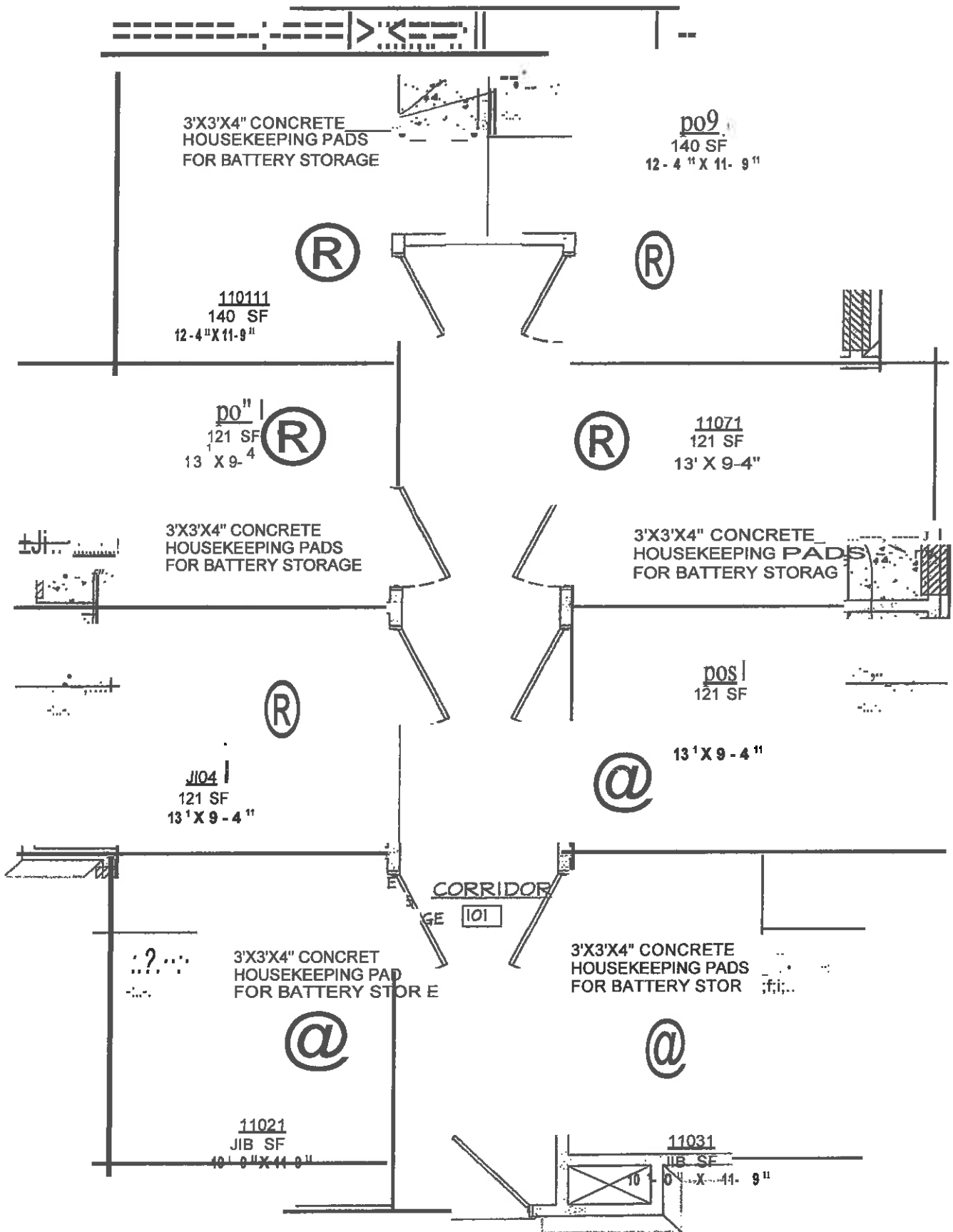
**BA
LD
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LOCATED WITHIN SECTION
23, TOWNSHIP 4 NORTH,
RANGE 17 EAST, B.M.,
BLAINE COUNTY, IDAHO

EXHIBIT B

DESCRIPTION OF THE PREMISES

The Premises consist of a parcel of land as depicted below, together with a non-exclusive license and right of way in and over the Property to provide pedestrian and vehicular ingress and egress to and from the Premises from the nearest public road, and utilities between the Premises and suitable utility company service connection points; and, a temporary right to enter and rest upon the Property adjacent to the Premises for the purposes of installing, repairing, replacing, and removing Tenant's Facilities and any other improvements or personal property of Tenant upon the Premises, including the right to bring in and use all necessary tools and machinery. The Premises and the associated access and utility connections as depicted below are approximate only, and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of the Property.



3'X3'X4" CONCRETE
HOUSEKEEPING PADS
FOR BATTERY STORAGE

po9
140 SF
12-4" X 11-9"

110111
140 SF
12-4" X 11-9"

po
121 SF
13' X 9-4"

11071
121 SF
13' X 9-4"

3'X3'X4" CONCRETE
HOUSEKEEPING PADS
FOR BATTERY STORAGE

3'X3'X4" CONCRETE
HOUSEKEEPING PADS
FOR BATTERY STORAGE

pos
121 SF

1104
121 SF
13' X 9-4"

13' X 9-4"

CORRIDOR
101

3'X3'X4" CONCRET
HOUSEKEEPING PAD
FOR BATTERY STOR E

3'X3'X4" CONCRETE
HOUSEKEEPING PADS
FOR BATTERY STOR

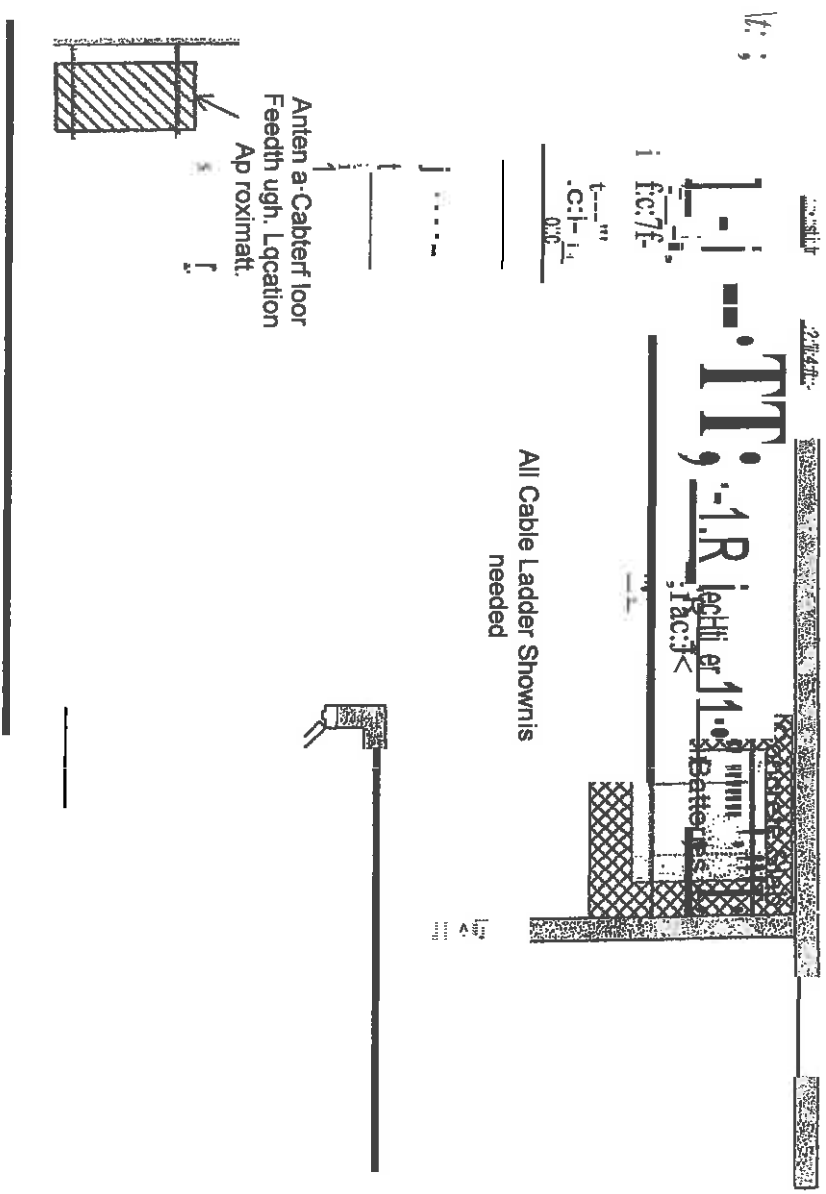
11021
JIB SF
10' 0" X 11 0"

11031
JIB SF
10' X 11-9"

15<11

LOOKOUT COMM" BUILDING

Blaine Co1.1nty HQ. East Room #25 - Equipment Placement



Scale 3/8" = 1 foot

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



**Federal Communications Commission
Public Safety and Homeland Security Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: KETCHUM, CITY OF

KETCHUM, CITY OF
480 EAST AVENUE N
PO BOX 966
KETCHUM, ID 83340

Call Sign WZV461	File Number 0009421176
Radio Service PW - Public Safety Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0001631530

Grant Date 02-19-2021	Effective Date 02-19-2021	Expiration Date 04-08-2031	Print Date 02-23-2021
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Area of operation**
Countywide: BLAINE, ID
- Loc. 2 Address: 480 EAST AVE N**
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-41-00.7 N Long (NAD83): 114-21-52.2 W ASR No.: N/A Ground Elev: 1789.0
- Loc. 4 Address: BALD MOUNTAIN**
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-39-12.7 N Long (NAD83): 114-24-45.2 W ASR No.: N/A Ground Elev: 2694.8
- Loc. 5 Address: 100 FIRE STATION DR.**
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-35-00.9 N Long (NAD83): 114-20-00.8 W ASR No.: N/A Ground Elev: 1692.0
- Loc. 6 Address: 222 SKI DOO LANE**
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-54-09.4 N Long (NAD83): 114-47-37.5 W ASR No.: N/A Ground Elev: 2211.0
- Loc. 7 Address: 13100 HWY 75**
City: KETCHUM County: BLAINE State: ID
Lat (NAD83): 43-42-55.1 N Long (NAD83): 114-22-37.6 W ASR No.: N/A Ground Elev: 1817.0
- Loc. 8 Address: 100 ARROW LEAF ROAD**
City: SUN VALLEY County: BLAINE State: ID
Lat (NAD83): 43-40-26.5 N Long (NAD83): 114-19-24.7 W ASR No.: N/A Ground Elev: 1811.7

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.



City of Ketchum

August 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order #20863 with Business Interiors of Idaho for New City Hall Furniture

Recommendation and Summary

Staff is recommending the Council approve purchase order #20863 with Business Interiors of Idaho related to furniture in new City Hall:

"I move to approve purchase order #20863 in an amount not to exceed \$33,929.65 related to furniture for new City Hall."

The reasons for the recommendation are as follows:

- The city intends to occupy the space by the end of September
- Staff plans to re-use a majority of the existing office furniture
- New furniture is needed for a portion of the Council/Public Meeting Room, public reception area and two conference rooms. The current city hall, has only one conference room and the new facility will contain three.

Introduction and History

Almost all of the existing office furniture is being reused at the new facility. This contract will address the following areas:

- **Council/Public Meeting Room** – budget assumes the reuse of the chairs used by the public as they are in good working and visual condition. New flexible (mobile) desks will be purchased for both formal meeting purposes but can be reconfigured for training sessions, joint meetings or use by outside groups. New chairs for those seated at these tables are necessary as the existing ones are falling into disrepair and are not ergonomic should meetings go for long periods.
- **Public Reception Area** - the two desks in the current city hall reception area will be repurposed for staff desks located on the second floor.
- **Two conference rooms** – the current city hall only contains one conference room. The new facility has capacity for three. Therefore, we would be outfitting two new conference rooms.

The city's architect (CSHQA) forwarded recommended furniture providers who have supplied to public facilities such as city halls or county courthouses. Staff conducted initial interviews with those providers and concluded that Business Interiors of Idaho was most qualified in meeting the city's needs. Under state law, the city is authorized to utilize a vendor who is either on an existing state approved contract with set pricing or a cooperative that has completed a competitive solicitation process. Business Interiors was selected via the Omnia Partners – Cooperative Purchasing Program.

"67-2807. COOPERATIVE PURCHASING. With the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter."

The City Attorney has reviewed this cooperative and has determined it complies with state code outlined above. This is a similar process that was used in purchasing our most recent wildland fire engine.

Sustainability Impact

All items are appropriate for LEED certification. Both Hayworth and HON products are manufactured in the U.S. and no off-gassing materials are used.

Financial Impact

The quote if awarded is within the budget for the project.

Attachments

Quote #10644-38387



Ketchum City Hall

CUSTOM DESIGN PROPOSAL

Date: 8/2/2021

Prepared For: Jade Riley

Quote Number: 10644-38387

Valid For 19 Days

Prepared by: Phil Ruebel

Confidential

© 2021 Business Interiors of Idaho. The information in this transmittal is proprietary to Business Interiors of Idaho. It is provided on the condition that it remains in confidence between Business Interiors of Idaho and the recipient of this quote. Do Not Copy, Distribute nor Share the Contents of this proposal without the written permission of Business Interiors of Idaho.

Project Scope

Bill To

Ketchum City Hall
 Remodel
 North, 480 East Ave
 Ketchum, ID 83340

Project Investment

Project Total	\$34,873.32
Tax (0%)	\$0.00
Grand Total	\$34,873.32

Install To

Ketchum City Hall
 Remodel
 North, 480 East Ave
 Ketchum, ID 83340

Payment Schedule

Per Contract

Price Summary by Phase

Option	Phase / TAG	Price	Tax	Total
Ketchum City Hall	MTG 303-OPT.01	\$6,400.61	\$0.00	\$6,400.61
	REC 119	\$4,355.03	\$0.00	\$4,355.03
	MTG 106	\$11,417.18	\$0.00	\$11,417.18
	CONF 104	\$6,400.61	\$0.00	\$6,400.61
	Freight	\$0.00	\$0.00	\$0.00
	Installation	\$5,400.00	\$0.00	\$5,400.00
	Design	\$899.89	\$0.00	\$899.89
	Delivery Charges	\$0.00	\$0.00	\$0.00
		\$34,873.32	\$0.00	\$34,873.32
Grand Total		\$34,873.32	\$0.00	\$34,873.32

Business Interiors of Idaho
 176 S Capitol Blvd
 Boise, ID 83702
 Phone: (208) 384-5050
 http://www.biispaces.com/



QUOTATION

10644-38387

VALID UNTIL 8/21/2021

BILL TO

Ketchum City Hall
 Remodel
 North, 480 East Ave
 Ketchum, ID 83340

INSTALL TO

Ketchum City Hall
 Remodel
 North, 480 East Ave
 Ketchum, ID 83340

Salesperson
 Phil Ruebel


Payment Terms
 Per Contract

DELIVER TO

Ketchum City Hall
 Remodel
 North, 480 East Ave
 Ketchum, ID 83340

Ketchum City Hall

MTG 106

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
1	12.00	EA	HITLM / IGNITION 2 TASK LOW-BACK ILIRA BACK	\$265.72	\$3,188.64
			 <p>OPTIONS</p> <ul style="list-style-type: none"> .Y0 Simple Synchro-Tilt Control .F Arm: Fixed .H Hard Caster .IM Mesh: Black \$(1) Gr 1 Uph .DAPR Dapper--Color: Jewel 08 Suboption 01 .NL No Lumbar .SB Base: Standard Base .T Frame: Black 		
2	8.00	EA	WUAC-WSG / Casegoods, Grommet	\$7.38	\$59.04
3	8.00	EA	WORKSURFACE CUTS / GROMMET HOLES FOR JIVE TABLES	\$40.00	\$320.00
4	3.00	EA	TCRA-3060-LJSNCL4A / Jive,Tbl,Rect,Lam,30"x60",Eb3,Std,Co:none,C - Extruded,Cstr/Flip/Pwrrdy,29"h,Ptd	\$721.42	\$2,164.26
			<p>OPTIONS</p> <ul style="list-style-type: none"> H-KL Neo Walnut Grd B (Worktop Surface Color) HP-KL Neo Walnut Grd A (Worktop Edge Color-Users Edge) TR-K Charcoal Grd A (Base Color 1A) 		
5	5.00	EA	TCRA-3072-LJSNCL4A / Jive,Tbl,Rect,Lam,30"x72",Eb3,Std,Co:none,C - Extruded,Cstr/Flip/Pwrrdy,29"h,Ptd	\$754.41	\$3,772.05
			<p>OPTIONS</p> <ul style="list-style-type: none"> H-KL Neo Walnut Grd B (Worktop Surface Color) HP-KL Neo Walnut Grd A (Worktop Edge Color-Users Edge) TR-K Charcoal Grd A (Base Color 1A) 		

Ketchum City Hall

MTG 106

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
6	8.00	EA	TA0M-1360-LF / Planes,Modesty Panel,13InX60In,Lam,Full OPTIONS H-KL Neo Walnut Grd B (Modesty Surface Color) HP-KL Neo Walnut Grd A (Modesty Trim Color)	\$121.19	\$969.52
7	1.00	EA	GAKD-1919-LJSNNC9 / Planes,Cart,Podium 46In.H X 19In.D X 19In.W,Lam,Std Core,Non-Locking,Casters OPTIONS H-KL Neo Walnut Grd B (Case Color) HP-KL Neo Walnut Grd A (Worktop Edge Color-Users Edge) TR-K Charcoal Grd A (Trim Color) TR-F Black Grd A (Caster\Glide Color)	\$943.67	\$943.67

Ketchum City Hall / MTG 106


		SUBTOTAL
subtotal		\$11,417.18
sales tax		\$0.00
total		\$11,417.18

REC 119

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
8	2.00	EA	N93CSA / FRINGE,CLUB CHAIR,ARMS,STATIC OPTIONS 1 Grade 1 (UPHOLSTERY GRADE) 11510 Vessel Coast (PRIMARY UPH PATTERN COLOR) 462 Cinder (PAINT)	\$984.14	\$1,968.29
9	2.00	EA	H10502 / 10500 Series Floorstdnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D OPTIONS \$(L1STD) Grd L1 Standard Laminates (Select Laminate) .PINC Lam: Pinnacle (Laminate Selection)	\$320.36	\$640.72
10	2.00	EA	H105681 / 10500 Series Return Shell 29-1/2H x 41W x 24D OPTIONS \$(L1STD) Grd L1 Standard Laminates (Select Top Laminate Color) .PINC Lam: Pinnacle (Select Top Laminate Color) PINC Lam: Pinnacle (Select Chassis Laminate Color)	\$229.76	\$459.52
11	2.00	EA	H10592 / 10500 Series Desk Shell 72W x 30D x 29-1/2H OPTIONS \$(L1STD) Grd L1 Standard Laminates (Select Top Laminate Color) .PINC Lam: Pinnacle (Select Top Laminate Color) PINC Lam: Pinnacle (Select Chassis Laminate Color)	\$357.26	\$714.52

Ketchum City Hall




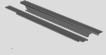

REC 119

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
12	1.00	EA	STP-W26-TF / Pip Table, 26H, Soft Glide, Wood	\$571.98	\$571.98
					
OPTIONS (VH) Walnut Hardwood (Vh) Grd C (Worktop Surface Color) VH-W35 Walnut Hardwood Grd C (Worktop Surface Color) TR-K Charcoal Grd A (Base Color 1A)					

Ketchum City Hall / REC 119

	SUBTOTAL
subtotal	\$4,355.03
sales tax	\$0.00
total	\$4,355.03

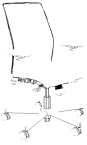
CONF 104

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
13	2.00	EA	TA01-JT12 / Planes,Conference,J-channel tray,12"W	\$4.78	\$9.56
					
14	2.00	EA	TACB-1200-4 / Planes,Column Base,12"W,28"H	\$410.82	\$821.64
					
15	8.00	EA	TACC-1200-PF4 / Planes,Column Cladding,Flat,Painted,12"W,29"H,Single piece	\$120.84	\$966.72
					
OPTIONS TR-K Charcoal Grd A (Base Color 1A)					
16	1.00	EA	TAJC-5000 / Planes,J-Channel,50"W	\$210.52	\$210.52
					
17	2.00	EA	TAPL-2712-SA / Planes,Column Plate,Square,27",Painted	\$350.40	\$700.80
					
OPTIONS TR-K Charcoal Grd A (Base Color 1A)					

Ketchum City Hall

CONF 104




LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
18	1.00	EA	TARX-54C0-LJSVBNNN / Planes,Top,Hex,Lam,54"x120",Eb3,Std,Co:1Sd/4 Opn/Lr,Col Str	\$1,034.17	\$1,034.17
			OPTIONS		
			H-KL Neo Walnut Grd B (Worktop Surface Color)		
			HP-KL Neo Walnut Grd A (Worktop Edge Color-Users Edge)		
19	10.00	EA	HITLM / IGNITION 2 TASK LOW-BACK ILIRA BACK	\$265.72	\$2,657.20
			OPTIONS		
			.Y0 Simple Synchro-Tilt Control		
			.F Arm: Fixed		
			.H Hard Caster		
			.IM Mesh: Black		
			\$(1) Gr 1 Uph		
			.DAPR Dapper--Color: Jewel		
			08 Suboption 01		
			.NL No Lumbar		
			.SB Base: Standard Base		
			.T Frame: Black		



Ketchum City Hall / CONF 104




	SUBTOTAL
subtotal	\$6,400.61
sales tax	\$0.00
total	\$6,400.61

MTG 303-OPT.01

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
20	2.00	EA	TA01-JT12 / Planes,Conference,J-channel tray,12"W	\$4.78	\$9.56
					
21	2.00	EA	TACB-1200-4 / Planes,Column Base,12"W,28"H	\$410.82	\$821.64
					
22	8.00	EA	TACC-1200-PF4 / Planes,Column Cladding,Flat,Painted,12"W,29"H,Single piece	\$120.84	\$966.72
			OPTIONS		
			TR-K Charcoal Grd A (Base Color 1A)		
					

Ketchum City Hall

MTG 303-OPT.01

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
23	1.00	EA	TAJC-5000 / Planes,J-Channel,50"W	\$210.52	\$210.52
					
24	2.00	EA	TAPL-2712-SA / Planes,Column Plate,Square,27",Painted	\$350.40	\$700.80
					
OPTIONS					
		TR-K	Charcoal Grd A (Base Color 1A)		
25	1.00	EA	TARX-54C0-LJSVBNNN / Planes,Top,Hex,Lam,54"x120",Eb3,Std,Co:1Sd/4 Opn/Lr,Col Str	\$1,034.17	\$1,034.17
OPTIONS					
		H-KL	Neo Walnut Grd B (Worktop Surface Color)		
		HP-KL	Neo Walnut Grd A (Worktop Edge Color-Users Edge)		
26	10.00	EA	HITLM / IGNITION 2 TASK LOW-BACK ILIRA BACK	\$265.72	\$2,657.20
					
OPTIONS					
		.Y0	Simple Synchro-Tilt Control		
		.F	Arm: Fixed		
		.H	Hard Caster		
		.IM	Mesh: Black		
		\$(1)	Gr 1 Uph		
		.DAPR	Dapper--Color: Jewel		
		08	Suboption 01		
		.NL	No Lumbar		
		.SB	Base: Standard Base		
		.T	Frame: Black		

Ketchum City Hall / MTG 303-OPT.01

	SUBTOTAL
subtotal	\$6,400.61
sales tax	\$0.00
total	\$6,400.61

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
27	1.00	EA	Freight / Freight Charges	\$0.00	\$0.00
28	1.00	EA	Installation / Installation During Normal Business Hours	\$5,400.00	\$5,400.00
29	1.00	EA	Design / Design Time	\$899.89	\$899.89
30	1.00	EA	Delivery Charges / Delivery During Normal Business Hours	\$0.00	\$0.00

Business Interiors of Idaho
176 S Capitol Blvd
Boise, ID 83702
Phone: (208) 384-5050
<http://www.biispaces.com/>



QUOTATION

10644-38387

VALID UNTIL 8/21/2021

Ketchum City Hall

CUSTOMER SIGN OFF

subtotal	\$34,873.32
sales tax	\$0.00
total	\$34,873.32

Authorized Signature

Accepted Date

Print Name

TERMS AND CONDITIONS OF SALE

AGREEMENT IN WRITING. The following terms and conditions represent the full statement of agreement between Buyer and Seller. Any amendments to these terms must be in writing and signed by an officer of Business Interiors of Idaho, Inc.

PAYMENT TERMS.

1. Acceptance of delivery constitutes acceptance of the merchandise as delivered
2. Business Interiors of Idaho, Inc. terms are:

Orders \$10K+ 50% NET 30

- a. Deposit: 50% deposit upon order entry
- b. Net 30: Net within 30 days of product receipt (either to Seller's warehouse or direct shipments to Buyer's site)

Orders less than \$10K

- a. Due upon receipt (either to Seller's warehouse or direct shipments to Buyer's site)
3. Credit card payments are acceptable, but all credit card fees will be passed along to buyer
 4. No payment shall be withheld on any invoice because of partial delivery of the entire order.
 5. Punch list items to be resolved are treated as separate orders and do not remove the Buyer's obligation to remit payment per project terms
 6. The buyer agrees to pay a finance charge of 1-1/2 percent per month at the annual percentage rate of 18 percent on all delinquent invoices as well as expenses, attorney fees and court costs which seller incurs by reason of buyer's default.
 7. In the event that special materials, fabrics or services (such as COM, COL, etc.) must be ordered by the seller from a secondary vendor for delivery to the primary vendor, the buyer will consider such materials, fabrics or services acceptable for purposes of payment at the time of delivery to the primary vendor.
 8. This is F.O.B. shipping point, title passes to buyer at factory location.

RETURN GOODS. All merchandise, stock or otherwise, may be returned only with approved written authority by seller and may be subject to minimum 30% re-stocking charge plus freight and handling costs.

TAXES. Prices may not include applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at time of invoicing and the buyer agrees to pay same. Buyers exempt from taxes will furnish Certificate of Exemption at time of execution of this agreement.

FREIGHT. Freight charges, if applicable, are invoiced separately. Freight charges for all regular Haworth orders are included.

CANCELLATION AND CHANGES. Office furniture is made to order. In the event that this proposal is accepted (confirmed) by the buyer and becomes an order, it is understood and agreed that it cannot be cancelled except by mutual consent.

The seller's order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer with a 50% deposit. All requests for changes in quantity or specification shall be delivered to the seller in writing.

DELIVERY AND INSTALLATION. In the event that delivery and/or installation is required as a part of this proposal, the following provisions shall apply, unless otherwise stated in the body of the proposal.

1. Condition of Job Site - The site shall be clean, clear and free of debris prior to installation.

- a. Premises shall be in readiness to receive goods. Installation will be into an unoccupied space, free and clear of all construction trades, materials and other obstructions. All paneling, painting, ceiling and carpet work will be completed or substantially done, so as not to cause delays to the installation. Carpet must be cleaned or vacuumed and floors to be broom cleaned and free of debris prior to placement of furniture. In the event that an area scheduled for installation is determined by Business Interiors of Idaho, Inc not to be ready, additional charges may be applicable if buyer requests installation to proceed as scheduled.
- b. Site or area unreadiness, which results in a disruption of the installation schedule may result in additional charges
- c. Doorways, opening and elevators will be of sufficient size and carrying capacity to permit delivery of goods without dismantling, knocking down, hoisting or lowering.
- d. Any special handling of furniture necessitated by site conditions, such as hand carrying to designated floors or double handling, will be charged in addition, at hourly rates.

2. Job Site Services - Electric current, heat, hoisting and/or elevator service will be furnished without charge to seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.

3. Special Packaging and Handling - If special handling is required that is not contained in the specifications, it will be subject to extra charge.

4. Delivery During Normal Business Hours - Delivery and installation will be made during normal working hours (8 a.m. – 3:30p.m. M-F) by non-union or union personnel (as quoted). Additional labor costs resulting from overtime work performed at the buyer's request will be paid by the buyer.

5. Storage Space - Provided the merchandise does not arrive at the site earlier than the date requested, safe and adequate storage will be provided by the buyer. If the space provided is inadequate and requires excessive sorting or storage costs, such excess cost will be reimbursed by the buyer. If the space provided is inconveniently located or on another floor, the extra cost of transporting to and from storage will be reimbursed by the buyer. If the merchandise must be moved due to progress of other trades or other reason, additional charges may apply.

6. Erection and Assembly

- a. Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the seller's own installation personnel, resulting additional costs will be paid by buyer.
- b. All furniture ordered will be installed according to manufacturer's specifications and client approved floorplans.
- c. Installation will include placing product only once in new premises in accordance with plan specifications or adequate personal directions from the buyer.
- d. Changes to the furniture layout which result in additional labor will be charged in addition at hourly labor rates to the buyer. Any modification to installation plans or drawings must be submitted in writing by the buyer. Any resulting charges must be agreed upon in writing prior to beginning work.



- e. Any special cutting or modification to furniture required because of site conditions or requested at the time of installation and any special brackets or hardware needed, but not supplied by the manufacturer will be provided by Business Interiors of Idaho, Inc. and charged, in addition, at hourly rates plus materials.
- f. Business Interiors of Idaho, Inc. will remove all furniture debris directly related to the above specified furniture, dispose of said debris away from the site and otherwise make the installation ready for occupancy.
- g. Business Interiors of Idaho, Inc. will clean all furniture including interiors of overheads, files and pedestals one time. If construction or other trades are in the area, cleaning will not be performed. Business Interiors of Idaho, Inc. cannot be responsible for cleaning carpet or hard floors.
- h. Minor nicks and scratches on furniture received at the job site will be touched up at no additional charge to the buyer.
- i. Any manufacturer warranty work will be provided according to stated warranty document, as long as warranty is in effect.
- j. Electrical hook-up to the building supply is the responsibility of the buyer. Building hook-up or electrical work requiring a licensed and/or union electrician can be provided by Business Interiors of Idaho, Inc. at an additional charge to the buyer.
- k. All furniture, unless otherwise specified, will ship to our warehouse and be scheduled for delivery.

7. Damage

- a. All furniture will be inspected for freight damage at time of receipt. All damages and shortages will be noted and freight claims filed by Business Interiors of Idaho, Inc., unless otherwise stated.
- b. After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the buyer and the buyer agrees to hold the seller harmless from loss for such reasons.

8. Insurance - Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational Disease insurance are carried by the seller and certificates will be delivered upon request. Fire, Tornado, Flood and other insurance at the site will be provided and paid for by the buyer.

9. Miscellaneous

- a. A grace period of one hour will be allowed for the arrival of direct shipments to the site. Business Interiors of Idaho, Inc. cannot be held responsible for manufacturer or common carrier delays. Business Interiors of Idaho, Inc., in the event the delay is factory or carrier related, will make their best effort to recover all losses from these vendors and reimburse buyer's additional charges.
- b. Following completion of the installation, Business Interiors of Idaho, Inc. will participate in generating a punch list of touch-up, replacement of damaged parts and minor adjustments needed.

CHANGE ORDERS. Changes in order quantity or specification must be delivered to Seller in writing and are subject to approval by Seller and manufacturer. Any resulting increased cost will be borne by the Buyer.

SCHEDULE CHANGES. In the event of Buyer's inability to receive goods as scheduled, Seller will arrange for storage of goods, if required. Costs of double handling, storage & insurance will be passed onto Buyer. These costs are calculated at \$50 per total man hour, or portion thereof in 15 minute increments. In the event that goods must be stored beyond thirty (30) days Seller will invoice materials as though delivered to Buyer, and Buyer will be charged storage fees at the rate of \$1/sq ft per month. Buyer may withhold 10% of such invoiced amount pending actual delivery of installation as called for by the order.

CLAIMS. Claims for transportation damage or shortage will be prosecuted by the seller and damaged merchandise will be repaired to the satisfaction of the buyer or merchandise replaced. In the case of "Direct Ship" orders, the buyer is required to retain for the seller: (1) damaged merchandise (2) original shipping carton(s) (3) delivery document signed by the carrier representative noting damage or shortage.

DELAYS. In the event that construction delays or other causes not within seller's control force postponement of delivery or of the installation, the furnishings will be stored until delivery or installation can be resumed and will be considered accepted by the buyer for the purposes of payment. In such event, the buyer shall reserve the right to withhold 10% (for 60 days maximum) of the invoice amount of such shipments against the completion of the contract. Transfer and storage charges incurred shall be paid by the buyer after 10 days from receipt of goods LTL (Less than Truck Load) order. On truckload orders, or greater, storage charges will be incurred upon receipt of goods.

DESIGN. All Business Interiors of Idaho, Inc. designed proposals, including space plans, color schemes, drawings, blue prints and presentation boards are the exclusive property of Business Interiors of Idaho, Inc. and use of them by other parties is prohibited until a contract is consummated.

NO OTHER AGREEMENTS. There are no other agreements expressed or implied other than those specified herein and those set forth in the agreement, proposal or sales order, specifications or delivery and installation schedules. The terms and conditions set forth herein and in the above mentioned documents may not be varied except upon the written approval of both buyer and seller.

Authorized Signature _____ Date _____

Title _____ PO No. _____

Company _____

Business Interiors of Idaho
 176 S Capitol Blvd
 Boise, ID 83702
 Phone: (208) 384-5050
<http://www.biispaces.com/>



DEPOSIT INVOICE

10644-38387-0

Due Upon Receipt
 8/2/2021

Bill To

Ketchum City Hall
 Remodel
 North, 480 East Ave
 Ketchum, ID 83340

Ship To

Ketchum City Hall
 Remodel
 North, 480 East Ave
 Ketchum, ID 83340

Install To / End User

Ketchum City Hall
 Remodel
 North, 480 East Ave
 Ketchum, ID 83340

PROJECT #	SALESPERSON	QUOTE NAME	PROJECT NAME
10644	Phil Ruebel	Ketchum City Hall	Ketchum City Hall-PR-Furniture-Lisa Enourato

Deposit Details Summarized by Phase

Option	Phase	Price	Tax	Total	Deposit Amount
Ketchum City Hall	MTG 303-OPT.01	\$6,400.61	\$0.00	\$6,400.61	\$0.00
	REC 119	\$4,355.03	\$0.00	\$4,355.03	\$0.00
	MTG 106	\$11,417.18	\$0.00	\$11,417.18	\$0.00
	CONF 104	\$6,400.61	\$0.00	\$6,400.61	\$0.00
	Freight	\$0.00	\$0.00	\$0.00	\$0.00
	Installation	\$5,400.00	\$0.00	\$5,400.00	\$0.00
	Design	\$899.89	\$0.00	\$899.89	\$0.00
	Delivery Charges	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$34,873.32	\$0.00	\$34,873.32	\$0.00

Order Total	\$34,873.32
Sales Tax	\$0.00
Total	\$34,873.32

0% Deposit Due \$0.00



City of Ketchum

August 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #20669 with Neurilink.

Recommendation and Summary

Staff requests Council authorize Contract #20669 with Neurilink to provide audio visual equipment and installation in the Council meeting room at the new city hall for \$81,999.

"I move to authorize Contract #20669 for \$81,999 with Neurilink for audio visual equipment and installation at new city hall."

The reasons for the recommendation are as follows:

- The city intends to relocate to the new city hall by late September 2021.
- The meeting room must meet the functional expectations of the City Council, other city commissions and the public.
- The fee for the equipment and services are below the project direct expense budget.

Introduction and History

At the June 7 meeting, City Council approved a not-to-exceed budget of \$485,625 for new city hall direct expenditures. Included in that budget was an estimated \$84,000 line item for audio visual equipment for the City Council meeting room.

With the continuation of virtual meetings, it is important to have adequate technology for city meetings to ensure all members of the public can view, hear clearly, and participate.

The contract includes repurposing some of the existing equipment in Council chambers and installing a dedicated source for running Zoom meetings. Also included are 6 displays, 2 cameras for live stream capabilities and rechargeable wireless microphones. Replacing the existing mics with wireless mics and docking station will allow for multiple configurations of the room for other uses and eliminate the need for batteries.

A solicitation to bid was issued to one local AV vendor and three Boise-based vendors. Neurilink was the only responsive bidder.

Sustainability Impact

There is no sustainability impact.

Financial Impact

The responsive bid is below the budgeted amount.

Attachments:

Neurilink RFP proposal #137856



Proposal:

Audio Visual Solutions

Proposal No. 137856 – RFP v.1

7/27/2021

Prepared For
City of Ketchum

Prepared By
GREG BRIDGES
Account Executive | neurilink
C: 208.891.4561 | D: 208.203.3399

Project Overview

SCOPE OF WORK

1.1. Functional Description and Narrative: Council Chambers

- Uninstall all equipment being repurposed from existing Council Chambers and re-install in new location.
- Replace projector with dual 65" commercial grade NEC displays at the front of the room.
- Addition of four 55" commercial grade displays installed back-to-back on the columns in the middle of the room, mirrored to the main display. Installed on ceiling mounts.
- Add new ceiling mounted PTZ camera with USB extension back to equipment rack.
- Install 2nd PTZ camera at front of room to focus on presenter.
- Install 5 new Crestron speakers and audio amplifier. In-ceiling speakers will reproduce program and far end audio,
- The Crestron DMPS-300 will be upgraded to a new DMPS3-4K-350, along with a new 10" touch panel for controlling the system.
- Audio conferencing will be provided from the 7" touch panel for dialing, flash, etc.
- A single 7" touch screen will be wall mounted for control over the system.
- A Crestron UC Flex Zoom engine will be integrated into the system to have a dedicated source for running Zoom meetings.
- Upgraded from owner furnished Tesira FORTE AVB VI (fixed I/O DSP) to a modular card-based server chassis to handle additional microphone and audio inputs.
- Replace existing wired microphones with new Shure Microflex 12 channel wireless system, including 12 gooseneck desktop microphones with charging/docking station.

CUSTOMER FURNISHED EQUIPMENT

- See Appendix Below

Support Agreement

Elite Protection

- Elite protection is our white-glove support. This annual support contract entitles you to:
- **10 HOURS** on site support
- Unlimited Tier 1 and 2 phone support
- 2-hour return call response time (during normal business hours)
- 24-hour on-site response (during normal business hours)
- 2 preventative maintenance inspections per year
- Waived hourly travel fees
- Complementary shipping associated with returned and/or repaired items
- View and manage your open tickets through your service portal

Price Summary

Product	\$ 59,225.49
Miscellaneous Materials	\$ 982.00
Materials Subtotal	\$ 60,207.49
Installation	\$ 7,462.00
Project Management	\$ 936.00
Engineering	\$ 1,118.00
Control System Development	\$ 3,900.00
Commissioning	\$ 1,397.50
Travel	\$ 3,804.00
Services Subtotal	\$ 18,617.50
Service Hours	\$ 2,625.00
Support Subtotal	\$ 2,625.00
Freight	\$ 550.00
Ancillary Subtotal	\$ 550.00
Pretax Total	\$ 81,999.99
Tax	\$ -
Total	\$ 81,999.99

Exclusions

The following work is **not included** in our Scope of Work.

- Any necessary ceiling modifications for the projector and screen including T-Bar refinishing
- Ceiling tile replacement and or repair
- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Pre/Post Tensioned Ceilings/ Floors identification
- All millwork (moldings, trim, cut outs, etc.)
- Furniture modifications (table cuts, credenza cuts, etc.)
- Painting and patching

Client Responsibilities

- **Site Access.** Client to provide all required permits, passes or identification procedures for Neurilink personnel to gain site access.
- **Building Access.** There is ready access to the building / facility and the room(s) for equipment and materials.
- **Network.** All Network configurations including IP addresses, where needed, are to be provided, operational and functional before system commissioning. Neurilink will not be responsible for testing the LAN connections.
- **Secure Storage & Ownership.** Client shall take possession and responsibility of all equipment upon delivery and acceptance. Any loss due to theft or vandalism is the Client's responsibility and shall be replaced at the Client's expense. Neurilink is not liable for storage of the products once they have been delivered to the Client Location.
- **Drop Ship.** Should equipment be sent directly to the customer location the equipment is FOB Destination and Client is responsible for acceptance and storage of all drop shipped equipment.
- **AC Power.** All AC power, including power cabling, equipment, receptacles, floor boxes, risers, conduit between risers, raceways, etc., will be furnished, installed and made available at the required locations by others. Neurilink does not install any high-voltage wiring and; therefore, cannot install, connect, repair or add electrical outlets.
- **Ceiling Tiles.** Replacement ceiling tiles are the responsibility of the client.
- **Pre/Post-Tensioned Ceilings/Floors.** Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Client is responsible for any required x-rays of areas in which installation shall take place.
- **Floor Penetrations.** Installation of any box, poke-thru, core/wire path, or other devices requiring modification of floor surface that are required for cable path.
- **Finishes.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Client's responsibility.
- **Parking.** Client will provide adequate parking for Company vehicle(s) in a location conducive to access the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, client will validate the parking fees for Company vehicle(s).
- **Training.** Scheduling all necessary employees for system training.

Assumptions

- **Owner-Furnished Equipment (OFE).** Any owner furnished equipment shall be available for testing of system audio/video connections and will integrate with the purchased equipment and system(s). Any owner-furnished equipment shall be in good working order. Cost to repair or replace defective equipment shall be in addition to the proposed cost herein. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.
 - **Consumer Displays.** If consumer grade flat panel displays (TVs) are specified by the end user as part of the integration project and they prove to be defective or incompatible with the proposed system, a change order may be issued to correct the problem. Please note using consumer displays in a commercial environment may void or reduce manufacturer warranties.
- **Staffing.** This proposal is based on a continuous work cycle, with no delays, performed during normal working hours. Monday through Friday, excluding company holidays. Any work performed outside normal business hours may incur additional costs.
- **Firmware.** Manufacturer equipment latest firmware updates will be performed during the course of the installation. No Manufacturer firmware will be incorporated after Substantial Completion (equipment/room available for Client's functional use) has been achieved. Further firmware updates are the Client's responsibility, unless covered under a Service Agreement, or Neurilink can be contracted on a time and materials basis to perform further updates. It should be noted that a firmware update on one piece of equipment may require other items to be updated in order to maintain system integrity and optimum functionality.
- **Documentation & Drawings.** Neurilink will provide a thumb drive with operation manuals, warranty documents, system schematics and wiring diagrams in Adobe Acrobat (PDF) format upon completion of project, when requested by client.

Amendments of Design or Contract

- Any changes made to the Scope will require a Change Order, executed by an authorized signatory of the Client.
- It is understood by the Client that any changes made may affect delivery timetables and work schedules.
- Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Client changes to the design or refused by the Client at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. For the avoidance of doubt, it is understood that some equipment is custom and cannot be returned and Company reserves the right to designate Equipment as non-returnable.

Appendix 1

Owner Furnished Equipment: PoE Capable LAN @ Rack Location	1.00	\$	-
Owner Furnished Equipment: PoE Capable LAN @ Camera Location	2.00	\$	-
Owner Furnished Equipment: 15A 120VAC duplex @ Display Location	3.00	\$	-
Owner Furnished Equipment: 15A 120VAC duplex @ Rack Location	1.00	\$	-
Owner Furnished Equipment: Dais	1.00	\$	-
Owner Furnished Equipment: Atlona HDMI Transmitter	1.00	\$	-
Owner Furnished Equipment: Shure PG24/PG58	1.00	\$	-
Owner Furnished Equipment: Flex Mic	2.00	\$	-
Owner Furnished Equipment: Mic Wallplate	1.00	\$	-
Owner Furnished Equipment: Extron P2DA2P	1.00	\$	-
Owner Furnished Equipment: PC	1.00	\$	-
Owner Furnished Equipment: Laptop	1.00	\$	-
Owner Furnished Equipment: VGA Extender	1.00	\$	-
Owner Furnished Equipment: HDMI Converter	1.00	\$	-
Owner Furnished Equipment: Epiphan pearl2 mini	1.00	\$	-
Owner Furnished Equipment (Removed from the system)			
Owner Furnished Equipment: Projector	1.00	\$	-
Owner Furnished Equipment: Vaddio WallVIEW 100 PTZ	1.00	\$	-
Owner Furnished Equipment: DMPS-300-C	1.00	\$	-
Owner Furnished Equipment: Crown Amp	1.00	\$	-
Owner Furnished Equipment: JBL 26CT	5.00	\$	-
Owner Furnished Equipment: TSW-750-B-S	1.00	\$	-
Owner Furnished Equipment: Shure 418D/C	7.00	\$	-
Owner Furnished Equipment: ubiquiti es-8-150w	1.00	\$	-
Owner Furnished Equipment: Tesira Forte AVB VI	1.00	\$	-
New Equipment to be Installed			
NEC 65" LED Display, 3840x2160, 18/7	2.00	\$	2,851.08
Chief Large FUSION Micro-Adjustable Tilt Wall Mount	2.00	\$	504.45
NEC 55" LED Display, 3840x2160, 18/7	4.00	\$	4,151.07
FUSION™ Large Flat Panel Ceiling Mount	4.00	\$	1,208.40
Chief 12-18" Adjustable Extension Column (White)	4.00	\$	410.40
Chief 8" Ceiling Plate with Adjustable 1.5" NPT Column (White)	4.00	\$	598.50
Crestron 4K DigitalMedia 8G+ Receiver & Room Controller 100	2.00	\$	1,068.75
AVer CAM520 Pro2 Video Conferencing Camera	2.00	\$	2,400.63
Vaddio QuickCAT Universal Suspended Ceiling Camera Mount	2.00	\$	900.73
Crestron USB Over Cat Cable Extender, Local & Remote	2.00	\$	1,187.50
Crestron 4K DM Matrix Switcher	1.00	\$	5,937.50
Crestron High-Efficiency Power Pack	2.00	\$	356.25
Crestron 10.1 in. Wall Mount Touch Screen, White Smooth	1.00	\$	1,662.50
Crestron Amplifier, 1/2/4 Channel, 70/100V, 4/8 Ohm	1.00	\$	475.00
Saros Integrator 6.5" 2-Way In-Ceiling Speaker, White Textured, Single	5.00	\$	468.75
Biamp Tesira DSP Server w/ up to 48 Channels of I/O, 1 AVB-1 Network Card	1.00	\$	4,410.00

Biamp Tesira 4 Channel Mic/Line Output Card	2.00	\$ 386.40
Biamp Tesira 4 Channel Mic/Line Input Card w/ Acoustic Echo Cancellation	5.00	\$ 2,226.00
Biamp Tesira 2 Line VoIP Telephone Interface Card	1.00	\$ 382.80
Biamp Tesira 64x64 Dante Module (Card Kit)	1.00	\$ 886.80
Crestron Flex UC Video Conference Kit w/ ZR Software	1.00	\$ 3,681.25
Crestron 4K DigitalMedia 8G+ Receiver & Room Controller 100	2.00	\$ 1,068.75
Crestron 1:4 4K HDMI® to DM 8G+® & HDBaseT® Splitter	1.00	\$ 1,603.13
Shure 8 Channel Access Point Transceiver	1.00	\$ 2,790.63
Shure 4 Channel Access Point Transceiver - Z10 1920 - 1930 MHz	1.00	\$ 2,157.69
Shure 8 Channel Networked Charging Station	3.00	\$ 4,364.06
Shure Wireless Desktop Base Transmitter	12.00	\$ 5,700.00
Shure Gooseneck Mic	12.00	\$ 2,992.50

TERMS & CONDITIONS

THESE TERMS AND CONDITIONS ("AGREEMENT") CONTAINS THE TERMS THAT ALLOW "CLIENT" TO USE THE SERVICES AND/OR EQUIPMENT TO BE PROVIDED BY NEURILINK, LLC., with principal place of business at 12586 W Bridger Street, Suite 100, Boise, ID ("COMPANY"). Client agrees that these terms represent, and Client is entering into a legally binding agreement. Client represents to Company that it is lawfully able to enter into contracts.

GENERAL TERMS AND CONDITIONS

1. Definitions.

- a. "Client Locations" mean all Client locations receiving Equipment or Services under the terms and conditions of this Agreement, including any new Client Locations that receive Services or Equipment during the Term.
- b. "Documentation" means user guides, plans, manuals or any other materials prepared by Company, whether in printed or electronic format, which instruct or otherwise support Client on the use of the Equipment or Services.
- c. "Equipment" means any physical asset or piece of hardware that has material existence, provided by the Company to Client for use in Client Locations.
- d. "Services" mean all subscriptions, software, labor, applications, information, and processes.
- e. "Authorized Signatory" means an employee of the Client that has the authority to approve and execute Agreements on behalf of the Client's legal business entity.
- f. "Scope" means the documentation that itemizes specific project(s) goals that includes at a minimum the Equipment and/or Services to be provided and the features and functionality of the Equipment and/or Services.
- g. "Proposal" is a document that defines the Services and Equipment to be provided to a client, the fees required to complete the Scope.
- h. "After Hours" are defined as Saturday and Sunday, and those hours before 8:00 am and after 5:00 pm Monday through Friday, including Federally recognized holidays.
- i. "Change Order" is defined as a revision(s) to an unfinished project Proposal(s) or Scope(s). Change Orders may or may not change the total project fees. Change Orders will include at a minimum a description of the change, a fee or fee structure, a signature block to be completed by an Authorized Signatory and a date of the execution of the Change Order.
- j. "Warranty Period" is the period of time that warrant no-charge return visits, service calls, repair, replacement or substitution of Services or Equipment.
- k. "Project Completion Form" is a form requiring execution from an Authorized Signatory that affirms completion of a Proposal.

2. **Workmanship.** All work performed by Company shall be in accordance with best practices. Company shall take all necessary precautions to ensure the safety, security, integrity and quality of all work performed, including but not limited to engineering, design and project management.

3. **Term.** This Agreement shall commence on the Effective Date of the Proposal(s) as executed by an Authorized Signatory and shall terminate ninety (90) days after the last date, indicated on

the Project Completion Form, that all obligations of the parties have been satisfied, up to and including, full payment for Services and Equipment as described in the Proposal(s), and Change Orders, if applicable. Final acceptance of Proposal(s) and Scope(s) completion will be executed via the Project Completion Form.

4. **Termination.** This Agreement may be terminated upon 30-day written notice with the mutual written consent of both parties, or if there has been a material breach of the terms of this Agreement. If a breach occurs then the breaching party will comply with the terms provided in Section 22, Default; Remedy.
5. **Effect of Termination.** In the event of a termination of the Agreement both parties agree that there will be no further force or effect, however, any termination regardless of timing, will not relieve the Client for any fees for Equipment or Services already provided, any past due invoices, or other agreed upon fees.

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. For avoidance of doubt, the Warranty Period will survive the termination of this agreement in accordance with Section 8.

6. **Delays.** Company will use reasonable efforts to deliver all Services and Equipment as defined by the Scope(s) and Proposal(s) to Client. In the event of a delay, Company will advise Client as soon as possible of a new date for performance or installation. If the timetable for installation or performance of any Services or Equipment is delayed, then the timetable for installation or performance of the Services or Equipment will be extended for the period of time that the Services, Equipment or installation of Services or Equipment has been delayed as a result of such events: delay by Client in the performance of Client's responsibilities; an event of force majeure as described in Section 24; or in cases of a Change Order.
7. **Workmanship Warranty.** For the ninety (90) day period following the first day a Client Location has executed the Project Completion Form, providing final acceptance via the Project Completion Form, hereunder (the "Warranty Period"), Company warrants to Client that the equipment located at such Client Location will be free from material defects in materials and/or workmanship. During the Warranty Period, Company shall maintain and service all Equipment hereunder at no additional charge to Client (including any shipping charges related thereto), provided that such maintenance and service shall not include labor and component repairs required as a direct or indirect result of the improper or out of the ordinary use of the Equipment. During the Warranty Period, defective Equipment will be either repaired or replaced at Company's sole discretion. Any replacement Equipment, parts or products are warranted for the remainder of the original Warranty Period associated with the replaced or repaired Equipment. Client must promptly notify Company if there is a defect in material or workmanship. Company must receive notice of all defects before expiration of the Warranty Period. After the Warranty Period, for each piece of Equipment sold hereunder, Client shall be responsible for any costs associated with repair (including any component replacement and shipping charges).

8. **Equipment Warranty.** All manufacturers' warranties will commence upon the same date as executed on the Project Completion form and are subject to their respective terms and conditions.
9. **Acceptance.** Client acknowledges and agrees that Client is responsible for ensuring that all Equipment and Services performed or received are accurate and meet Client's requirements. Unless the parties agree to alternative acceptance criteria in writing, Client will be deemed to have fully accepted all Equipment & Services upon completion of the defined Scope and execution by an Authorized Signatory via a Project Completion Form.
10. **Payment Terms.** For all Services and Equipment provided hereunder, Client shall pay Company as set forth in Proposal(s), defined by the Scope(s), and delivered to Client and executed by an Authorized Signatory. Client shall pay for expenses related to shipping, Services, and Equipment to the Client Locations. All invoices will be due net 30 unless otherwise noted.
 - a. Prior to the date that Client first receives Services or Equipment, Client shall pay to Company a deposit equal to the fifty percent (50%) of the agreed upon project Scope set forth in Proposal(s) that is executed by an Authorized Signatory, prior to the start of any project, if the Proposal is in excess of \$9,999. When Substantial Completion (equipment/room is available for Client's functional use) has been achieved the Client shall be invoiced for the remaining balance which may incorporate Change Orders, cost overruns or related expenses.
 - b. If any bank or financial institution refuses to honor any payment to the Company, Client shall pay all costs of collection, before and after judgment, including, but not limited to, court costs, and reasonable attorney fees (including those incurred in defense of any claim brought by Client or incident to settlement or any action or proceeding involving Client brought pursuant to the United States Bankruptcy Code).
 - c. In order to establish an account with Company, Client authorizes Company to inquire into Client's creditworthiness by checking with credit reporting agencies. If Client is delinquent in any payment to Company, Client also authorizes Company to report any late payment or nonpayment to credit reporting agencies. Client must notify Company immediately of any change in Client's name, billing or business address, e-mail address, telephone number or credit card information.
11. **Taxes.** Client is solely responsible for payment of any taxes (including sales, use, and property taxes) resulting from the provision of the Services or Equipment, other than taxes based on the gross or net income of Company. Client shall indemnify, defend, and hold Company, its officers, directors, and employees harmless from and against any and all claims and liabilities arising from or related to Client's failure to report or pay such taxes.
12. **Service Visits.** If Client requests a service visit or an on-site service unrelated to the current, existing or unfinished Proposal(s) or Scope(s) (either prior, during or subsequently) at a Client Location, Client agrees to pay the costs (including then-current labor rates) of any such visit, unless a Neurilink maintenance agreement is in place with sufficient credit available to cover such visit.
13. **Confidentiality.** The Company and Client acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection

with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information and without obtaining the written consent of the other party shall not disclose any relevant confidential information to any third parties except for information that (a) is in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable law(s) or regulations or orders of the court or other government authorities.

All obligations related to this section shall survive the termination of this Agreement for a period of five (5) years.

14. **Use of Marks.** The Client shall grant the Company permission to use the Client's name and logo on promotional materials which may include but are not limited to brochures, website, and presentations. The Client grants the Company permission to use a description of services rendered in the connection with proposal and bid documentation.
15. **Assignment.** Neither party may assign either this Agreement or any of its rights, interest, or obligations hereunder without the prior written permission of the other parties. Written notice of such assignment will be in writing and delivered no later than thirty (30) days prior to effective date of such assignment.
16. **Indemnification by Company.** Company shall indemnify, defend, and hold Client and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Client and arising out of or relating to (i) any material breach by Company of Company's representations and warranties, agreements and covenants contained in this Agreement solely as they relate to Company provided Services or Equipment or (ii) infringement of any United States issued patent, registered copyright, or registered trademark. Notwithstanding the foregoing, Company shall have no obligation to indemnify Client with respect to any claims or damages arising out of or resulting from (i) any use of the Services or Equipment by Client or any third party in violation of the terms of this Agreement; (ii) Client's gross negligence or willful misconduct; (iii) any modifications to the Equipment by any person or entity other than Company or Company's authorized representative; (iv) any unauthorized use by Client or any third party; (v) any use in combination with other hardware, to the extent any alleged infringement is caused by such combination.
17. **Indemnification by Client.** Client shall indemnify, defend, and hold Company and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Company and arising out of or relating to any breach or violation by Client of Client's representations, warranties, agreements or covenants contained herein.
18. **Indemnification Procedures.** The party claiming indemnification pursuant to this section (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim, (ii) at the Indemnified Party's expense, be entitled to participate in the

defense of any such claim, and (iii) not settle or compromise any claim, action or allegation without the prior written consent of the Indemnifying Party. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that admits liability on the part of the Indemnified Party without the prior written consent of the Indemnified Party.

19. **Waiver; Severability.** The failure of either of party to enforce any provision of this Agreement or to exercise any right or remedy hereunder shall not be considered to be a waiver of any such right or remedy or of any subsequent breach of this Agreement. No provision of this Agreement may be waived except by written agreement of each party. If any provision of this Agreement violates any law or becomes unenforceable, then such provision shall be deemed modified or excluded to the extent necessary so that it is no longer in violation of law or unenforceable. The remaining provisions of this Agreement shall remain binding on the parties.
20. **Disclaimer of Warranties.** THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 & 8 ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT COMPANY HAS NOT MADE, AND CLIENT IS NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CLIENT REGARDING THE VALUE OF THIS AGREEMENT OR THE SERVICES AND PRODUCTS TO CLIENT OR CLIENT'S ABILITY TO USE SUCH SERVICES OR PRODUCTS PROVIDED HEREUNDER TO ITS ADVANTAGE, PROFITABILITY OR BENEFIT. DUE TO THE COMPLEX NATURE OF HARDWARE AND SOFTWARE IN GENERAL, COMPANY DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR THE DOCUMENTATION ARE COMPLETELY ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, OR WILL OTHERWISE MEET CLIENT'S NEEDS.
21. **Limitation of Liability.** IN NO EVENT SHALL COMPANY (OR COMPANY'S SUPPLIERS OR LICENSORS) BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS AND WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING THE PROVISION, USE OR INABILITY TO USE THE EQUIPMENT, SERVICES, OR SOFTWARE EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT.
22. **Default; Remedy.** If either party materially breaches this Agreement for any reason, then the non-breaching party shall notify the breaching party of such breach in writing. The breaching party will have thirty (30) days from receipt of such notice to remedy the breach. If, after the thirty (30) day remedy period, the breach has not been cured, the non-breaching party, in its sole discretion and in addition to its other remedies, may terminate this Agreement. If Client is

the breaching party, Company may withhold Services or Equipment in whole or in part upon the occurrence of the breach. The breaching party shall reimburse the non-breaching party for all out-of-pocket costs and expenses incurred in connection with non-breaching party's exercise of its rights under this Agreement, including without limitation, its costs of collection and reasonable attorneys' fees and costs. Client acknowledges and agrees that if at any time Client is late in the payment of any amount due to Company, (a) Company may withhold Services or Equipment to the Client until such time as Client pays all amounts due and owing to Company, (b) the full and regular fees associated with the Services or Equipment shall continue to accrue notwithstanding the fact that the Services and Equipment are being withheld, and (c) Company will not be obligated to provide retroactive Services once Client pays the balance of payments due and owing to Company.

23. **Notice.** Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent via recognized postal service or digital delivery system such as email, to the Client's Authorized Signatory and to the Company at the following address:
- a. Neurilink, LLC
Attn: Bill Smith
12586 W. Bridger Street
Suite 100
Boise, ID 83713
24. **Force Majeure.** Except for payments due from Client to Company hereunder, neither party shall be liable for delays in performance due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles. A party so delayed shall promptly inform the other party in writing of such event and of the date by which its performance may reasonably be expected to resume.
25. **Survival.** All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to the conflict of laws principles thereof.

Project Budget	\$81,999.99
Date Issued	7/27/2021 This proposal expires 30 days after the date issued.
Project Commencement	PO is required to begin the project. Please send the PO to your account executive.
Project Location	Ketchum City Hall Address - TBD Ketchum, ID

Client:
City of Ketchum
480 East Ave.

Ketchum, ID 83340

Company:
Neurilink, LLC
12586 W. Bridger St.
Ste 100
Boise, Idaho 83713

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____



City of Ketchum

August 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Change Order #07 with CORE Construction to provide a landscape island in the Parking Lot South of new Fire Station #1

Recommendation and Summary

Staff is recommending the City Council approve a change order with CORE Construction to provide a landscape island in the city owned parking lot south of the new fire station.

"I move to approve Change Order #07 with Core Construction for a landscaping island in the parking lot south of the new Fire Station #1, not to exceed \$4,999."

The reasons for the recommendation are as follows:

- Council request for the addition of a landscape island within the new parking lot

Introduction and History

During the siting and design of the new fire station project, parking was a key community discussion item. To that end, the city retained Galena Engineering to complete a new parking configuration to achieve the total parking space count for both the new fire station as well as the YMCA community use.

A change order through Core Construction was executed in order to have the same excavation and pavement vendor for the fire station project complete this additional work. During the Council discussion of the change order, Council also requested a landscape island be included. This work was not part of the original parking lot work and requires a change order to execute.

Sustainability Impact

None

Financial Impact

Through an interim budget change, the funding for the parking lot was approved for \$138,565. The addition of a landscape island will require an additional increase in funding of \$4,999 for a total funding amount from the CIP of \$143,564.

Attachments:

Change Order #07

Sketch of Proposed Work



Change Order

PROJECT: <i>(name and address)</i> Ketchum Fire Station #1 107 Saddle Road, Ketchum, ID	CONTRACT INFORMATION: Contract For: Ketchum Fire Station #1 Date:	CHANGE ORDER INFORMATION: Change Order Number: 007 Date: July 23, 2021
OWNER: <i>(name and address)</i> City of Ketchum, Idaho 480 E. Ave. N., PO Box 2315 Ketchum, ID 83340	ARCHITECT: <i>(name and address)</i> City of Ketchum, Idaho 480 E. Ave. N., PO Box 2315 Ketchum, ID 83340	CONTRACTOR: <i>(name and address)</i> CORE Headwaters, LLC 900 Jet Stream Drive Rexburg, ID 83440

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Revised paving for a landscape island and vertical curb

The original Contract Sum	was	\$	<u>9,320,940.00</u>
The net change by previously authorized Change Orders		\$	<u>149,379</u>
The Contract Sum	prior to this Change Order was	\$	<u>9,470,319.00</u>
The Contract Sum)	will be increased by this Change Order in the amount of	\$	<u>4,999.00</u>
The new Contract Sum	, including this Change Order, will be	\$	<u>9,475,318.00</u>
The Contract Time will be unchanged by	(0) days.		
The new date of Substantial Completion will be			

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

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

<u>City of Ketchum</u> ARCHITECT <i>(Firm name)</i>	<u>CORE Headwaters, LLC</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Ketchum</u> OWNER <i>(Firm name)</i>
_____ SIGNATURE	 SIGNATURE	_____ SIGNATURE
<u>Sherri Newland, PE /City Engineer</u> PRINTED NAME AND TITLE	<u>Chris Schratwieser/Senior PM</u> PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
<u>7/23/2021</u> DATE	<u>7/26/2021</u> DATE	_____ DATE



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

Budget Evolution Item Summary

City of Ketchum Fire Station #1

SOUTH PARKING LOT

Provide added curb,revise paving and striping

Date: 7/14/2021

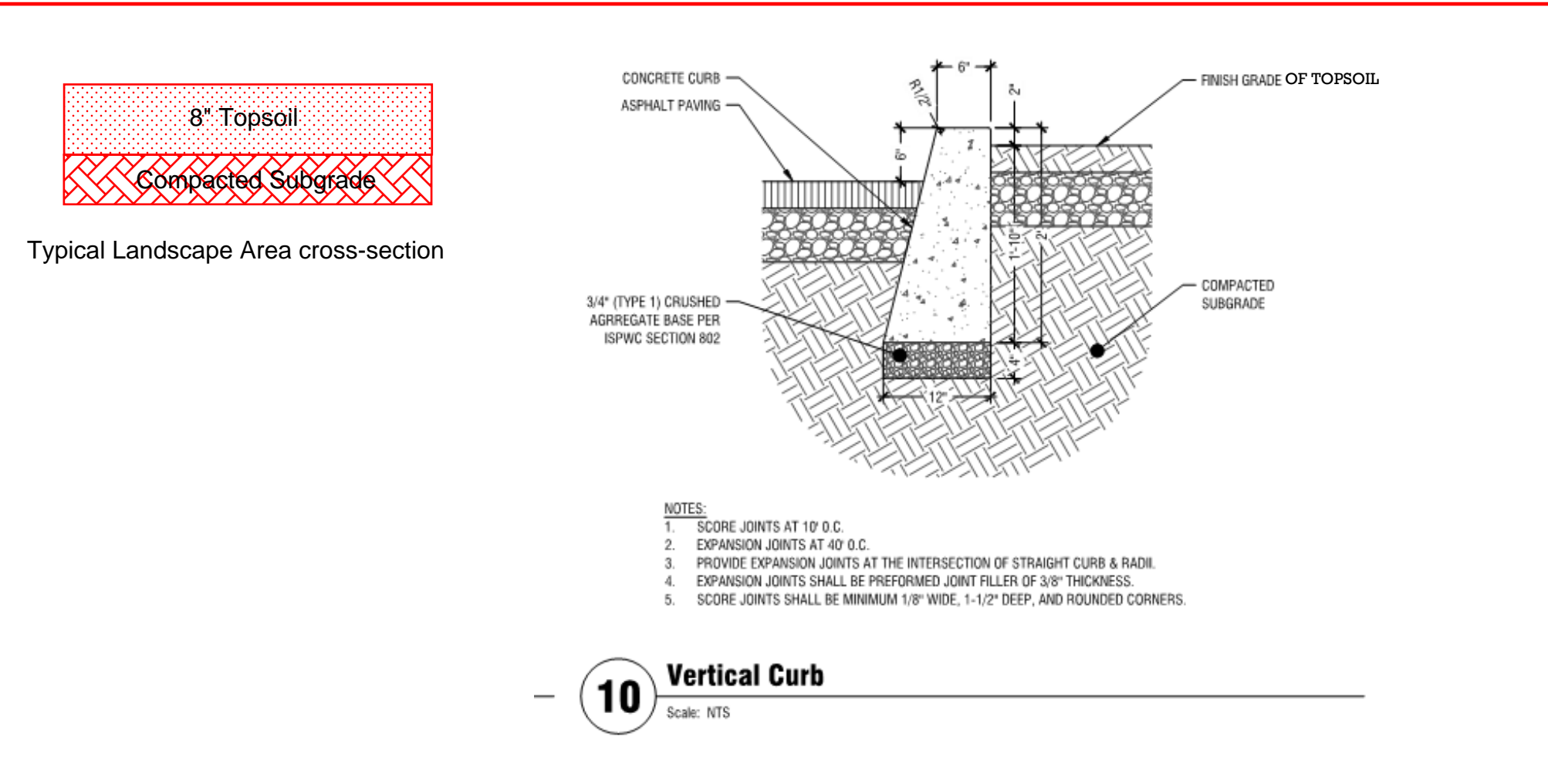
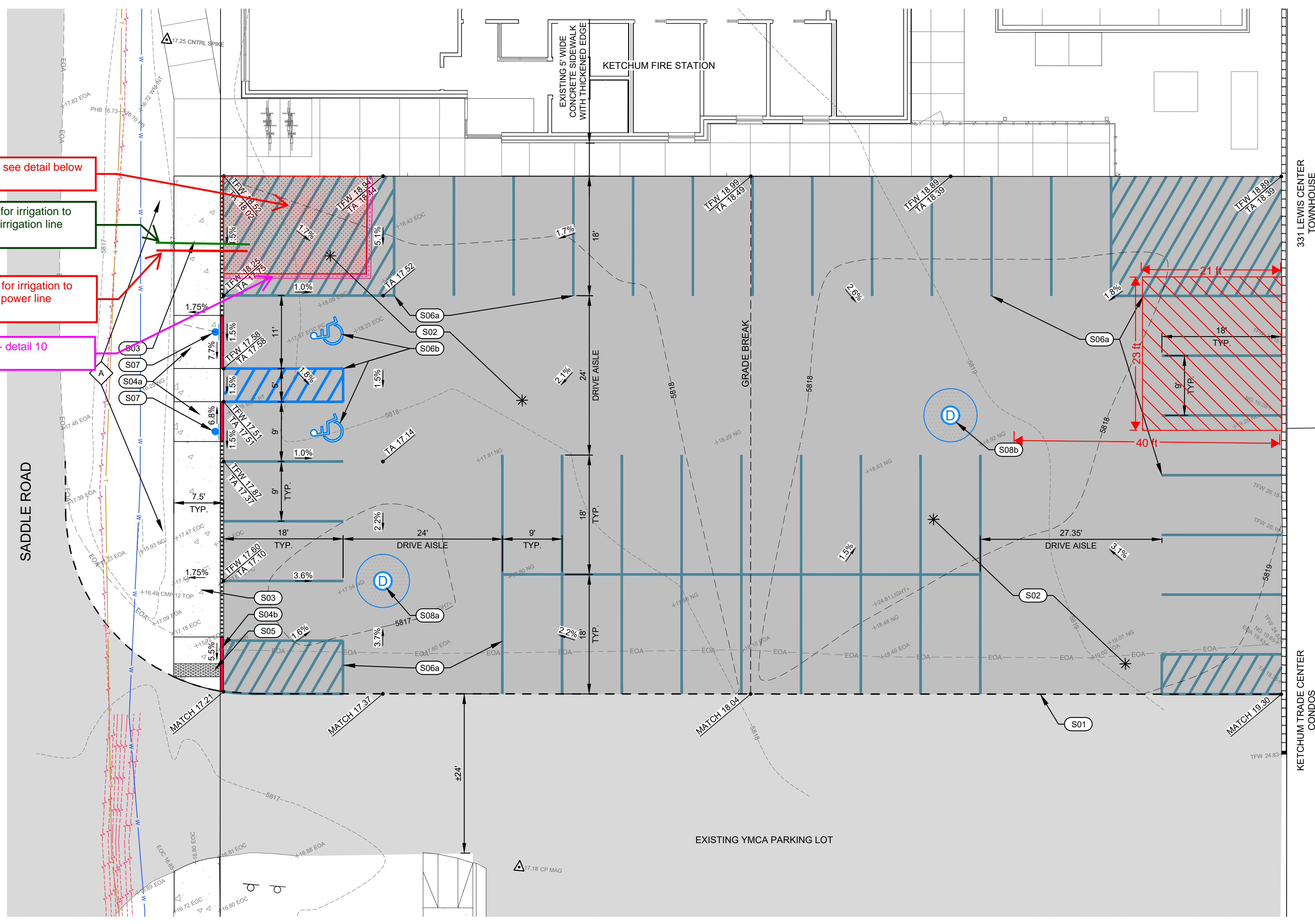
Description: Provided added curb, delete asphalt and striping

SCOPE	SUBCONTRACTOR	AMOUNT
Add curb	Garrett Concrete	\$ 5,700.00
Revise Paving and striping for future grass	Lunceford Excavating	\$ (915.00)
SUBTOTAL:		\$ 4,785.00
SUBTOTAL reflects direct costs only on the presumption that costs will come from allowances. If costs are reimbursed by Change Order, TOTAL AMOUNT below reflects the SUBTOTAL with add of agreed upon markup in accordance with the change order pricing.		
Bond and Insurance	CORE	\$ 1.00
CMAR FEE	CORE	\$ 213.00
Sales Tax	CORE	\$ -
TOTAL AMOUNT:		\$ 4,999.00

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING 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 (1-800-342-1555) 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) 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.
 - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPMC 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- ASPHALT 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.
- TRAFFIC CONTROL SHALL BE PER THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE WORK SHALL CONFORM TO ISPMC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- 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.
- EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING. TOPOGRAPHIC INFORMATION IS AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED (12/20/19). DATA REFERRING TO THE NEW FIRE STATION AND SIDEWALK TO THE NORTH IS PER DESIGN DRAWINGS BY COLE ARCHITECTS (08/16/20).

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project without the written consent of Galena Engineering, Inc.



SITE IMPROVEMENT KEY NOTES

- S01** SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- S02** CONSTRUCT ASPHALT PARKING LOT. SEE DETAIL 1 / C1.1.
- S03** CONSTRUCT CONCRETE SIDEWALK WITH THICKENED EDGE. WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C1.1 FOR TYPICAL CONCRETE SECTION AND DETAIL 5 / C1.1 FOR THICKENED EDGE SIDEWALK.
- S04** CONSTRUCT ADA RAMP.
 - a. SEE DETAIL 3 / C1.1
 - b. SEE DETAIL 4 / C1.1
- S05** INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 9 / C1.1.
- S06** INSTALL ROAD STRIPING / PAINT
 - a. WHITE PARKING STRIPING (4" WIDE).
 - b. BLUE ADA PARKING STRIPING AND SYMBOL (4" WIDE). MATCH CITY PATTERNS.
- S07** INSTALL ADA PARKING SIGN. REFER TO DETAILS 7 / C1.1 AND DETAILS 8 / C1.1.
- S08** INSTALL DRYWELL. SEE DETAIL 6 / C1.1.
 - a. RIM = 5816.64
 - b. RIM = 5817.17
- A** REGRADE AREA TO PROVIDE FOR A SMOOTH TRANSITION.

LEGEND

EXISTING CONDITIONS

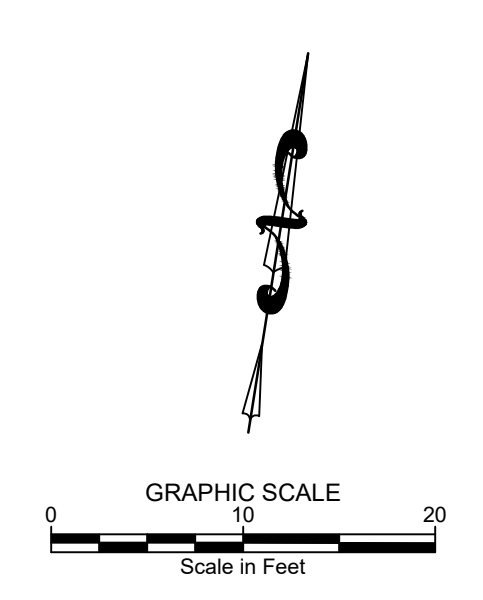
- Property Line
- Adjoiner's Lot Line
- Asphalt
- Concrete Sidewalk
- Retaining Wall
- PB = Buried Power Line
- PHB = Buried Telephone Line
- 5' Contour Interval
- 1' Contour Interval
- CNTRL = Survey Control
- SGN = Sign

PROPOSED CONDITIONS

- Asphalt
- Concrete Sidewalk
- Thickened Edge Sidewalk
- Sidewalk ADA Ramp
- Zero Reveal Curb
- ADA Access Truncated Domes
- ADA Sign
- Drywell
- Sawcut Line
- Road Paint (white)
- Road Paint ADA (blue)
- ADA Parking Symbol
- Grade
- Spot Elevation
- 1' Contour Interval

ABBREVIATIONS:

- AP = Angle Point
- BOLL = Bollard
- BOW = Back of Walk
- CHK = Check
- CMP = Corrugated Metal Pipe
- CP = Survey Control
- EOA = Edge of Asphalt
- EOC = Edge of Concrete
- INV = Invert
- IRRBOX = Irrigation Box
- MAG = Magnetic Nail
- NG = Natural Grade
- PC = Point of Curvature
- PLNTR = Planter
- PT = Point of Tangent
- TA = Top of Asphalt
- TFW = Top Face of Wall



GRADING AND DRAINAGE PLAN
KETCHUM FIRE STATION - SOUTHERN PARKING LOT
LOCATED WITHIN SECTION 12, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR CITY OF KETCHUM

PROJECT INFORMATION
1518-1818 Hwy Construction 1518-1818 Hwy, Ketchum, ID 83841
1518-1818 Hwy, Ketchum, ID 83841
1518-1818 Hwy, Ketchum, ID 83841

ORIGINAL SIGNED BY
SAMANTHA STAHLHECKER
DATE ORIGINAL SIGNED:
06/03/2021

PROFESSIONAL ENGINEER
LICENSED
17618
06/06/03/21
STATE OF IDAHO
SAMANTHA STAHLHECKER

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

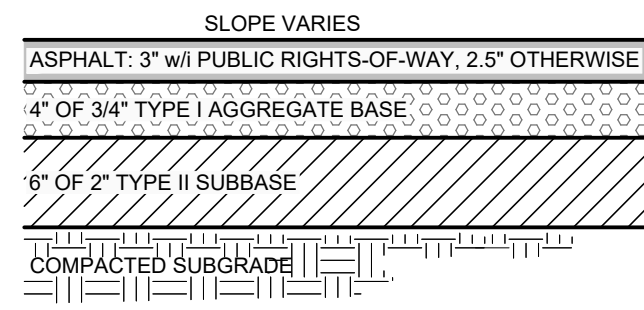
DESIGNED BY
CT
DRAWN BY
SMF/SKS
CHECKED BY

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83833
(208) 788-1705
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR AGENCY REVIEW

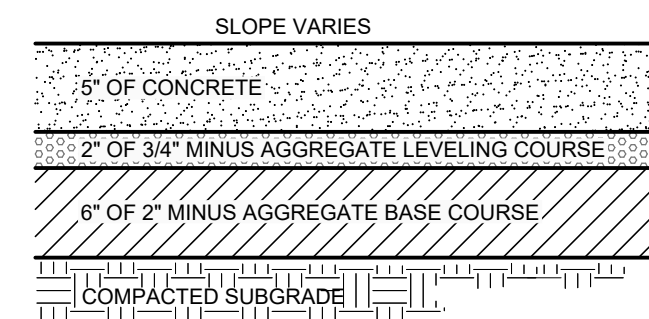
NO.	DATE	BY	REVISIONS

C1.0



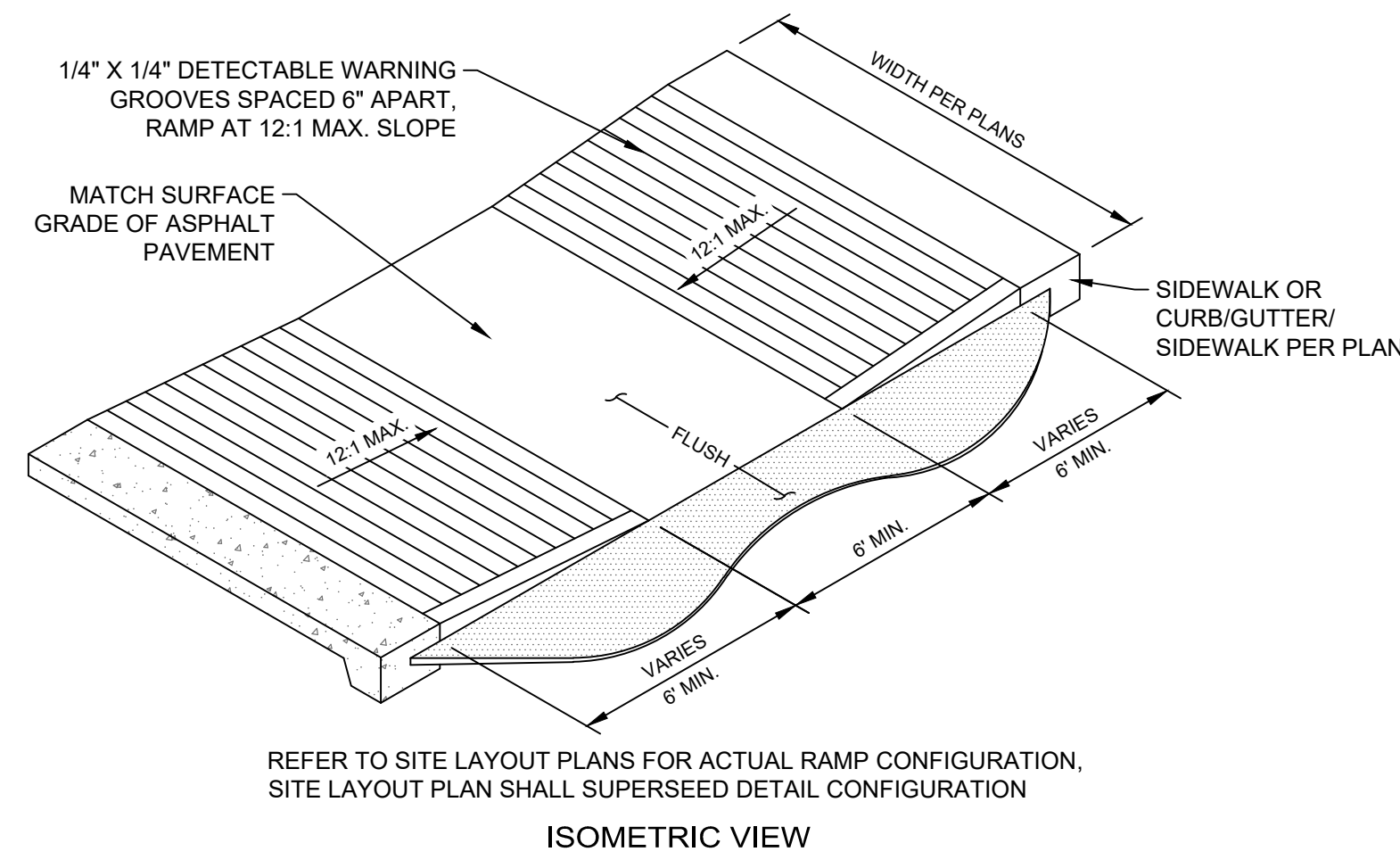
- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

1
C1.1 **TYPICAL STREET ASPHALT SECTION**
N.T.S.



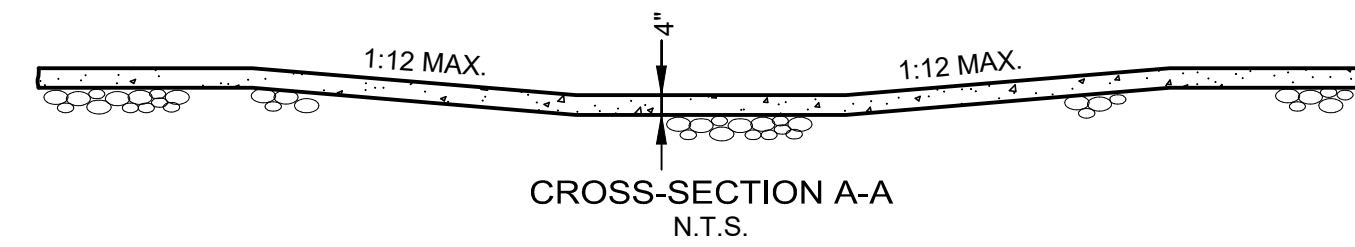
- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

2
C1.1 **TYPICAL CONCRETE SECTION**
N.T.S.

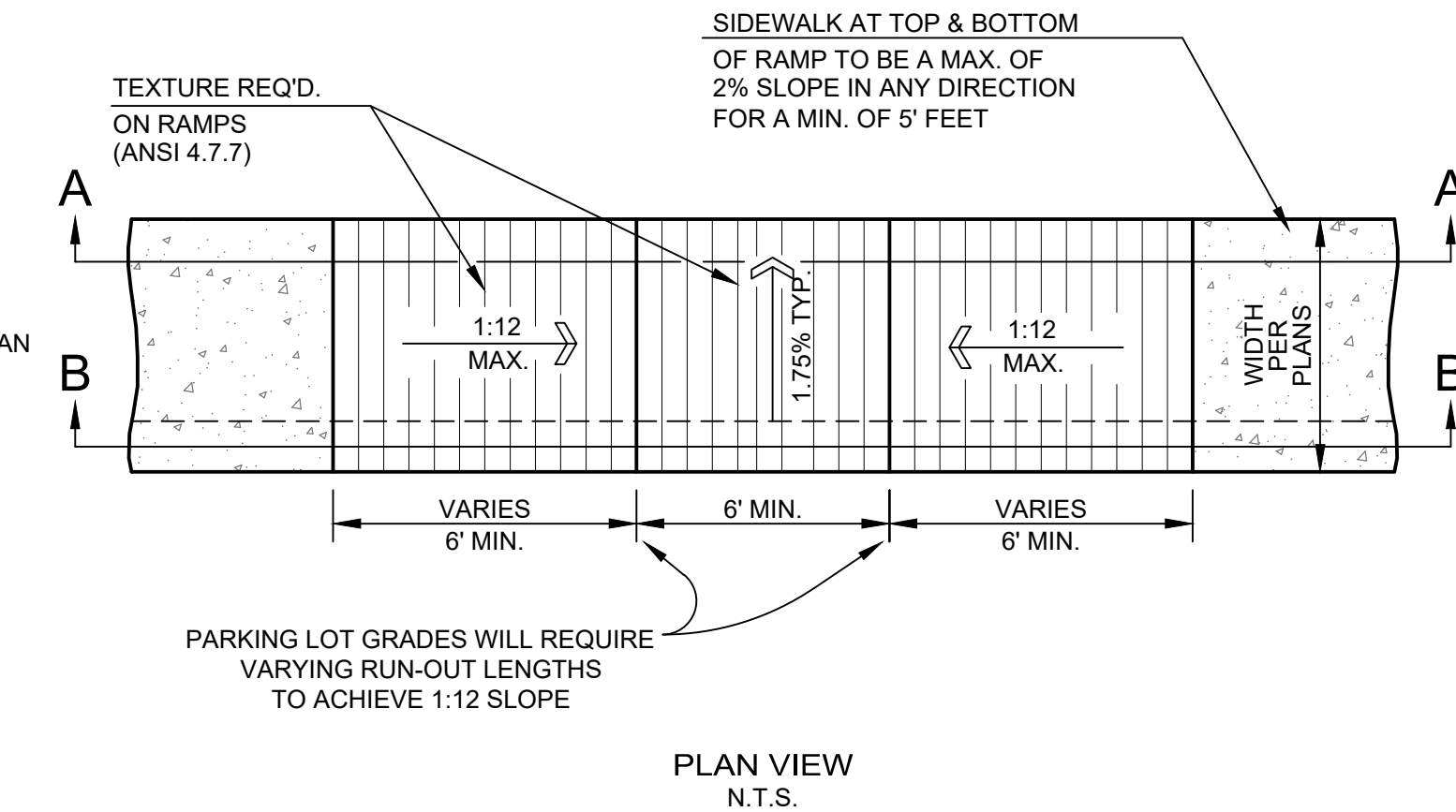


REFER TO SITE LAYOUT PLANS FOR ACTUAL RAMP CONFIGURATION.
SITE LAYOUT PLAN SHALL SUPERSEED DETAIL CONFIGURATION

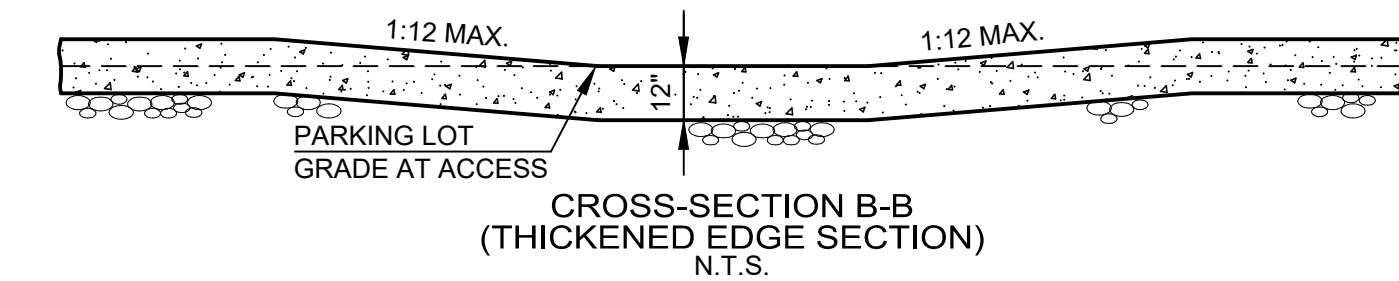
ISOMETRIC VIEW



CROSS-SECTION A-A
N.T.S.



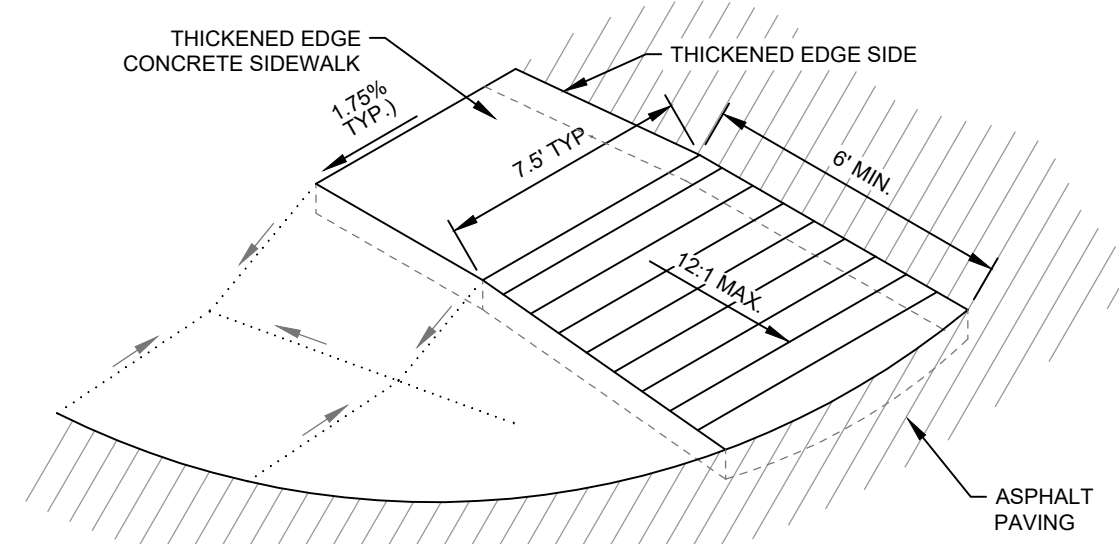
PLAN VIEW
N.T.S.



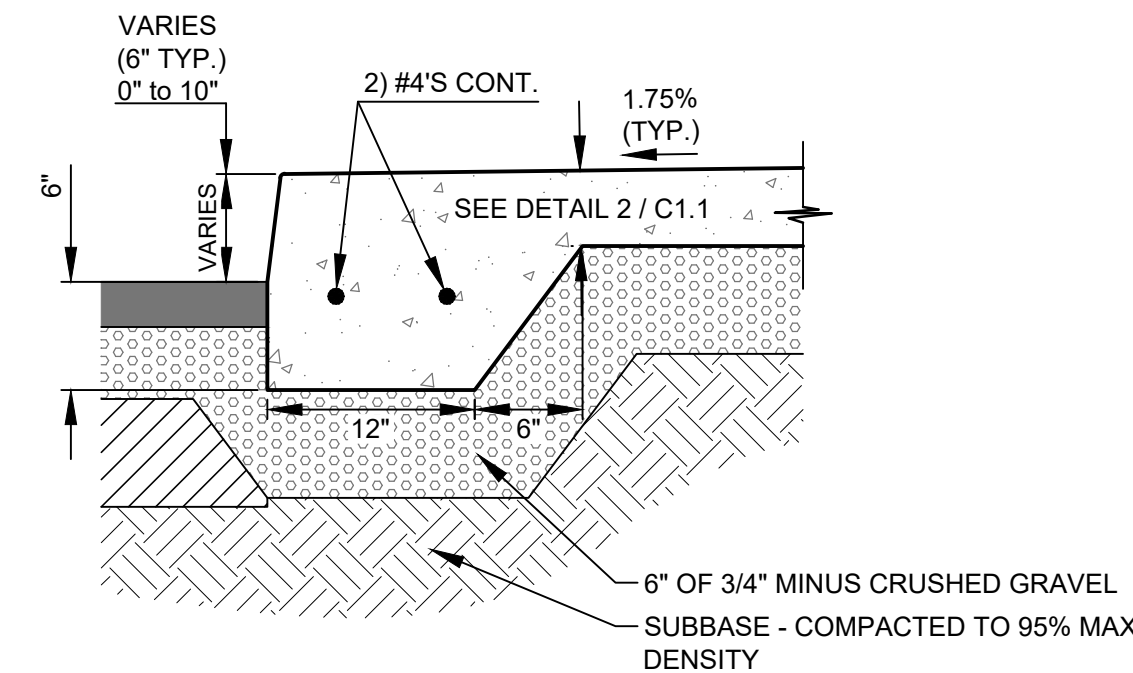
CROSS-SECTION B-B
(THICKENED EDGE SECTION)
N.T.S.

- NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
 - CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
 - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
 - MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPMC SPECIFICATIONS.

3
C1.1 **ADA ACCESS RAMP DETAIL #1**
N.T.S.

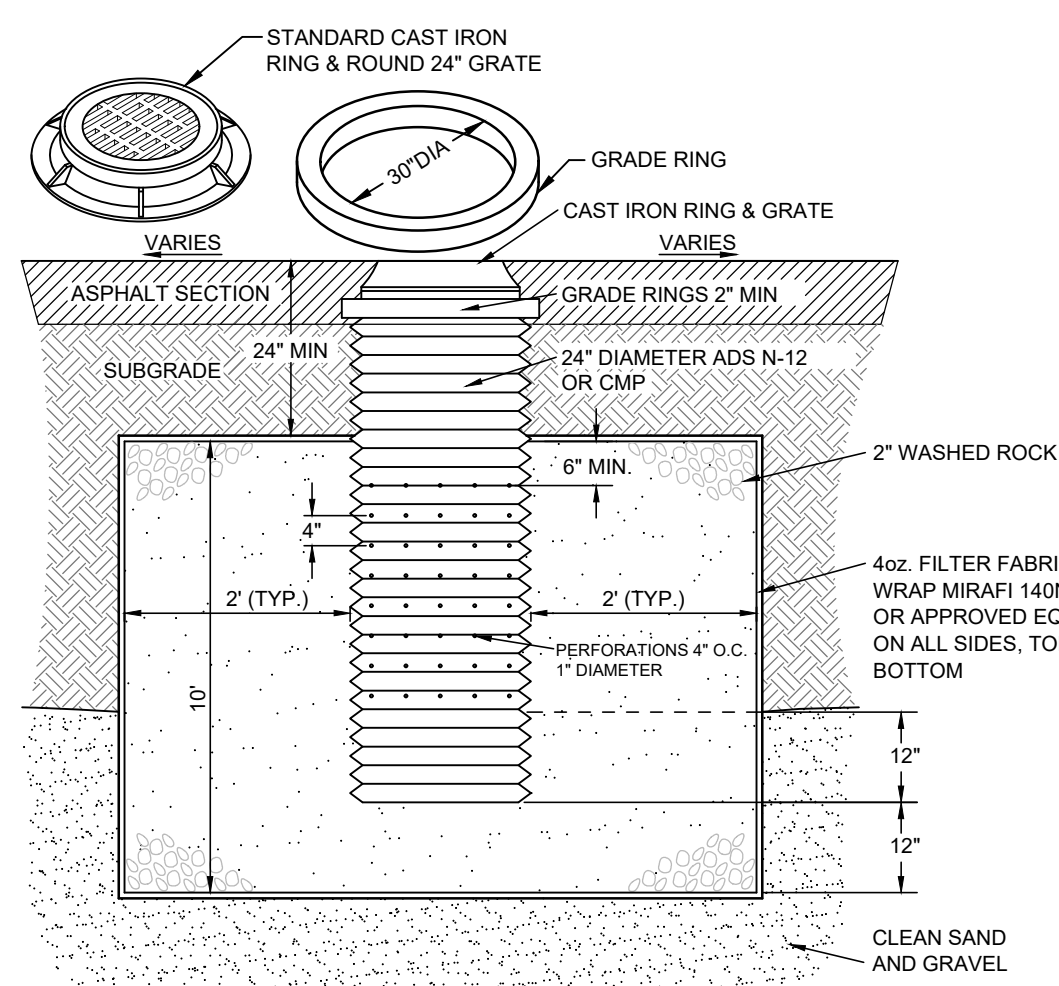


4
C1.1 **ADA ACCESS RAMP DETAIL #2**
N.T.S.



- NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
 - CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
 - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
 - MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPMC SPECIFICATIONS.

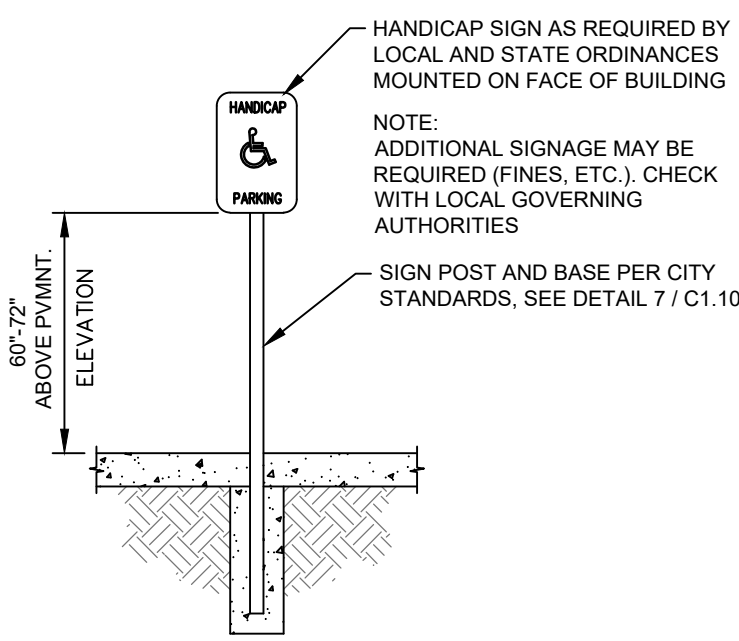
5
C1.1 **THICKENED SIDEWALK EDGE**
N.T.S.



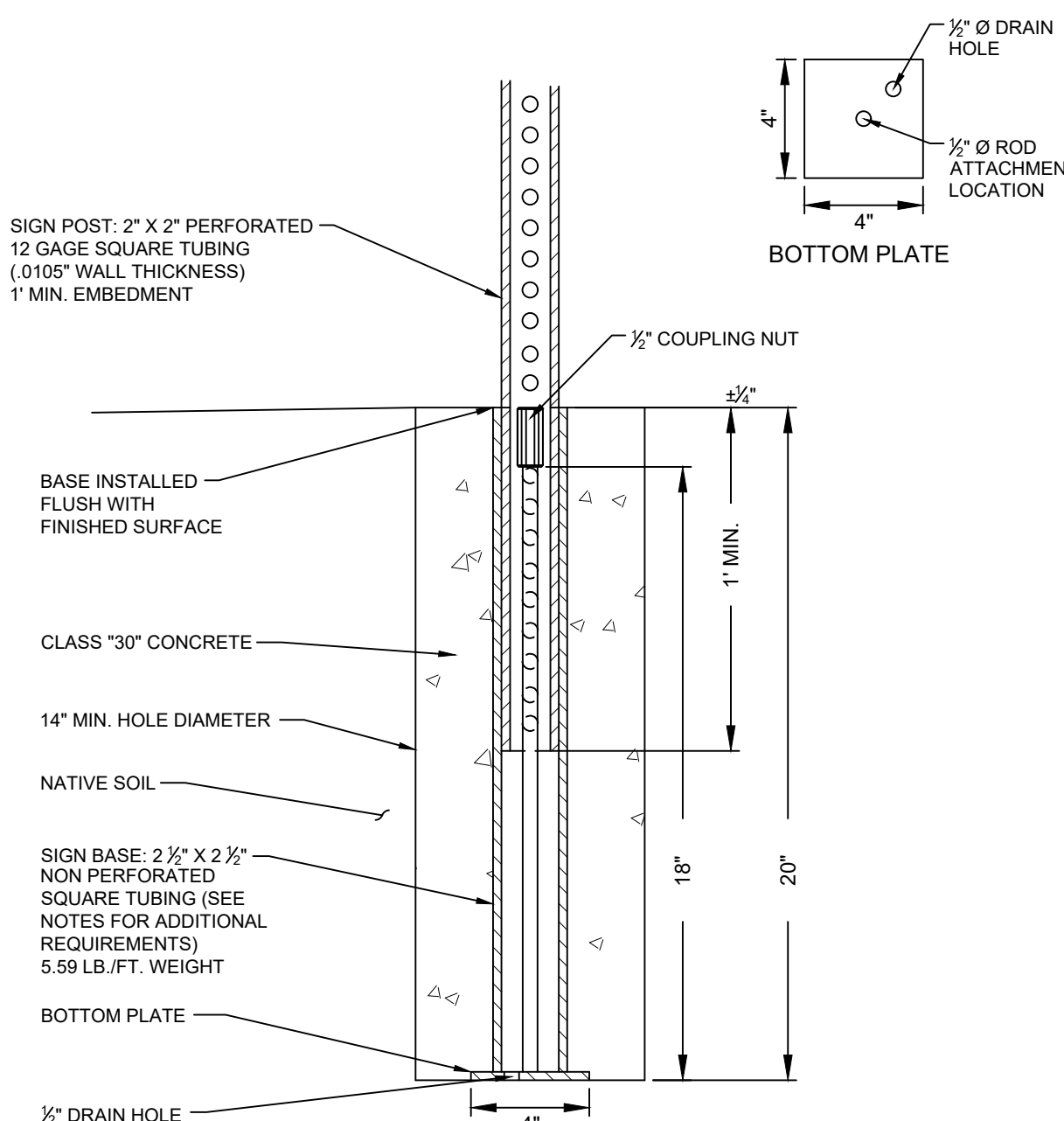
- NOTES:
- THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.
 - MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
 - IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
 - GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

6
C1.1 **DRYWELL DETAIL (6' Ø)**
N.T.S.

7
C1.1 **ADA SIGN**
N.T.S.



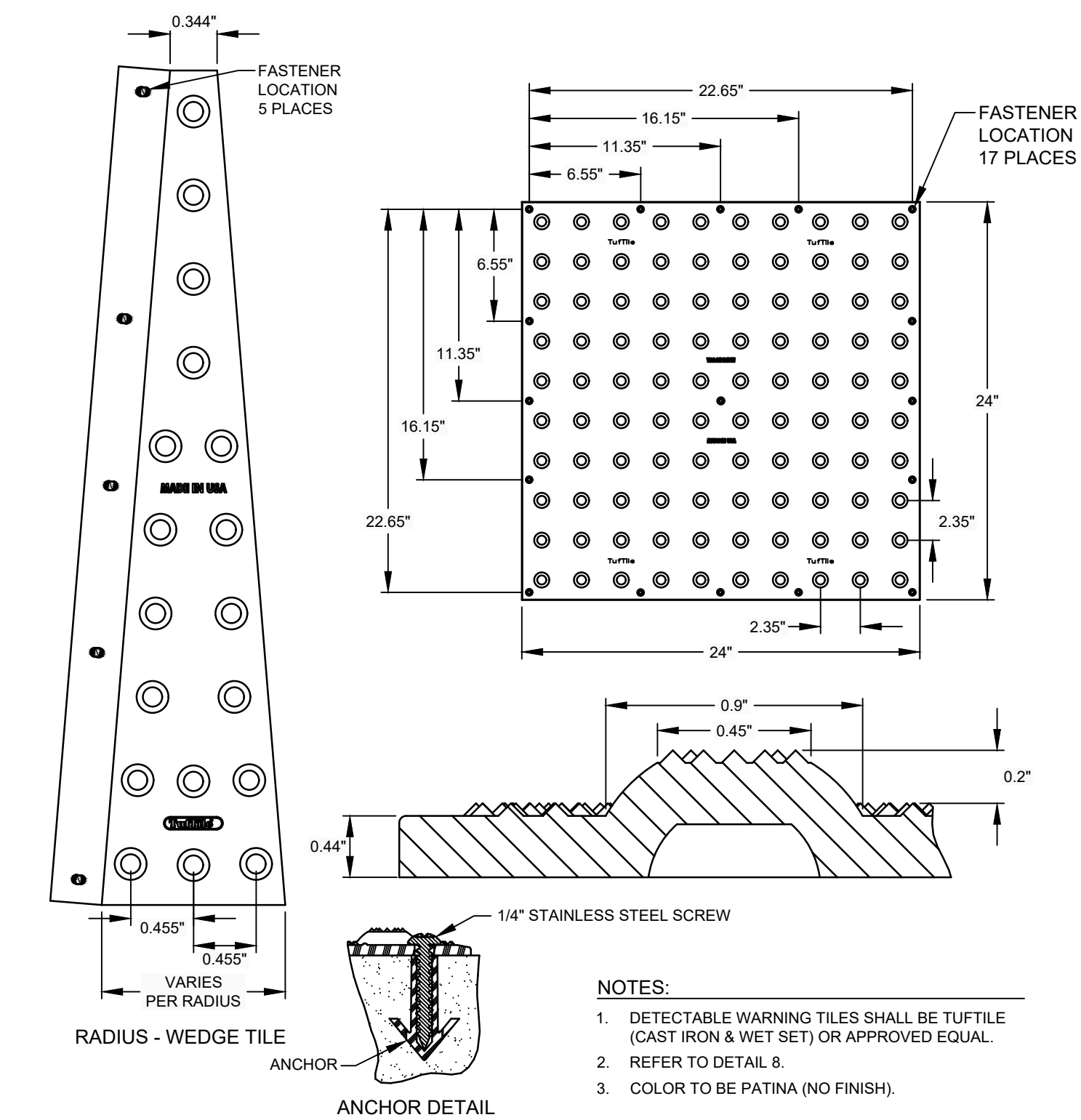
- HANDICAP SIGN AS REQUIRED BY LOCAL AND STATE ORDINANCES MOUNTED ON FACE OF BUILDING
- NOTE:
ADDITIONAL SIGNAGE MAY BE REQUIRED (FINES, ETC.). CHECK WITH LOCAL GOVERNING AUTHORITIES
- SIGN POST AND BASE PER CITY STANDARDS. SEE DETAIL 7 / C1.10



- NOTES:
- BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
 - ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
 - ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
 - SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
 - CITY TO PROVIDE BASES.

SIGN BASE MATERIAL & DIMENSION REQUIREMENTS
2 1/2" OUTSIDE TUBE STEEL (20' LENGTH)
2 1/2" INSIDE TUBE STEEL
3/8" THICK INTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS
1/2" COLD ROLLED ROD (18' LENGTH)
1/2" COUPLING NUTS
BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS
4" X 4" X 1/2" STEEL STRAP

8
C1.1 **TYPICAL SIGN BASE**
N.T.S.



- NOTES:
- DETECTABLE WARNING TILES SHALL BE TUFTILE (CAST IRON & WET SET) OR APPROVED EQUAL.
 - REFER TO DETAIL 8.
 - COLOR TO BE PATINA (NO FINISH).

9
C1.1 **DETECTABLE WARNING PLATE**
N.T.S.

ORIGINAL SIGNED BY
SAMANTHA STAHLNECKER
DATE ORIGINAL SIGNED:
06/03/2021

PROFESSIONAL ENGINEER
LICENSED
17618
06/03/21
STATE OF IDAHO
SAMANTHA STAHLNECKER

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

DESIGNED BY
CT
DRAWN BY
SMF/SKS
CHECKED BY

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
(208) 768-1705
email: galena@galena-engineering.com

NO.	DATE	ISSUE FOR AGENCY REVIEW	REVISIONS



City of Ketchum

August 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to for the Mayor to sign Cooperative Agreement 20681.

Recommendation and Summary

Staff is recommending the Council approve the draft attached Cooperative Agreement 20681 and adopt the following motion:

"I move to authorize the Mayor to sign Cooperative Agreement 20681 with the Idaho Transportation Department."

The reasons for the recommendation are as follows:

- Idaho Transportation Department is providing \$24,244 in funding for reconstruction of 4 ADA Ramps on the State Highway system (SH-75).
- This supports vision of the City to provide safe, complete and comprehensive pedestrian circulation.
- The ramp locations currently are not on the City's or ITD's future project list.

Introduction and History

The Idaho Americans with Disabilities Act (ADA) Curb Ramp Program is a state-administered program that provides funding for projects to address curb ramps on the state highway system. The goal of the program is to provide accessible facilities for pedestrians with disabilities while allowing local jurisdiction flexibility in meeting the required standards. The Idaho Transportation Department (ITD) is allocating \$500,000 of state funds annually for this program. Applicants can qualify for up to \$60,000 in state funding to construct new or alter existing curb ramps on the state highway system to meet the requirements of the ADA. Funds can only be used for construction purposes; design is provided without compensation.

The purpose of Idaho's American's With Disabilities Act (ADA) Pedestrian Curb Ramp Program is to ensure that projects improve safety and mobility that enables residents with disabilities full access to pedestrian facilities. The ADA Pedestrian Curb Ramp Program benefits Idaho by improving access to Idaho's transportation system, particularly to those whom mobility is limited.

Eligible applicants include local jurisdictions (cities, counties, highway districts) and tribal governments. Eligible projects are restricted to the construction of curb ramps. Project construction must be completed within 2 year from the execution of the Cooperative Agreement. If the criteria or other requirements of this application are not met, the application will be rejected. ITD staff has prepared a cooperative agreement for signature. This agreement outlines the responsibilities of both parties and must be approved by appropriate local official(s). Only eligible expenses performed after the execution of the Cooperative Agreement will be allowed.

Analysis

Staff reviewed ITD's Curb Ramp Inventory and selected eligible locations based on future City and ITD project locations. Staff selected four high priority ADA locations on Main Street (SH-75). In March of 2020 an application was submitted to ITD. Notification of award of the grant was received in 2021.

Financial Impact

At this time there is no financial impact resulting from approval of this Cooperative Agreement.

Attachments:

Draft ITD Cooperative Agreement 20681

ITD Ramp Location Map

**COOPERATIVE AGREEMENT
PROJECT NO. A022(970)
FY22 KETCHUM 4 ADA RAMPS
KEY NO. 22970**

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF KETCHUM**, hereafter called the City.

PURPOSE

The City of Ketchum wishes to upgrade the following curb ramps within the City limits.

D4_08898	D4_08811	D4_08729	D4_08899
D4_08734 D4_08732			

The State has agreed to participate in the cost of this work. This Agreement will provide for the responsibilities of the parties in this project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

It is mutually agreed and understood by the Parties that:

SECTION I That the State will:

1. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Fifty-Seven Thousand Three Hundred Dollars (\$24,244) to be used for Americans with Disabilities Act (ADA) curb ramp improvements as identified above. The amount paid under this agreement is a lump sum payment. No additional funds will be paid for this work.
 - a. Payment will be divided into two parts. The State will pay 75% of the above-mentioned amount upon the initial written request. The remaining 25% will be paid upon the completion of the project provided that the work is completed to the State’s satisfaction.
2. Upon notification of start of construction, update that information to 511 Traveler Information Services.
3. At its discretion, perform an inspection of the work upon notification from the City of completion of the work.

4. At its discretion, audit the project records to ensure the funds paid to the City were utilized as intended by this Agreement.

SECTION II That the City will:

1. Provide for design and construction of the improvements as identified above.
2. Design and construct the project to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current Design Manual can be viewed at the following web site: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
3. Submit a traffic control plan to the State for review.
4. Provide notification to the State when construction on the project is to begin.
5. During construction, maintain pedestrian access in accordance with the Manual for Uniform Traffic Control Devices (MUTCD). The current MUTCD can be viewed at the following web site:
<http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
6. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.
7. Upon completion of the work:
 - a. Notify the State and provide the opportunity for inspection of the completed project by the State;
 - b. Request project acceptance by the State;
 - c. Complete and submit an ITD-0288 (ADA Ramp Inspection) form for each ramp constructed. The form(s) shall be mailed to the applicable Idaho Transportation Department district office; and
 - d. Request final payment upon receipt of project acceptance by the State.
8. Maintain all project records, including source documentation for all expenditures, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
9. Comply with all other applicable State and Federal regulations.

10. Refund to the State the amount paid under this Agreement if the project is terminated prior to completion or if the project is not completed within two (2) years of the effective date of this Agreement.
11. At its own expense, correct any ramps constructed under this Agreement that do not meet ADA requirements.
12. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

GENERAL:

1. This Agreement shall become effective on the date the parties entered into this Agreement, and shall remain in full force and effect until amended or replaced upon the mutual written consent of both parties.

(This space intentionally left blank)

EXECUTION

This Agreement is executed for the State by its Highways Construction and Operations Division Administrator, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Ketchum.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED

Division Administrator
Highways Construction and Operations

RECOMMENDED

District Engineer

ATTEST:

CITY OF KETCHUM

City Clerk

Mayor

By regular/special meeting held
on _____

cf: 22970 Coop

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF KETCHUM**, hereafter called the **CITY**, for ADA improvements on Ketchum; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System; and

WHEREAS, the **CITY** and the **STATE** are providing funds for this project; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Cooperative Agreement to construct ADA improvements within city limits is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Ketchum, held on

_____ , _____.

(Seal)

City Clerk





City of Ketchum

July 29, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Adi's Townhomes No 2 Preliminary Plat and Final Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Preliminary and Final Plats for Adi's Townhomes No 2 located at 124 Short Swing Lane. The purpose of the applications is to subdivide an existing duplex into two townhouse sublots for individual sale.

Recommended Motion One (Preliminary Plat) - "I move to **approve** the Adi's Townhomes No 2 Preliminary Plat and adopt the proposed findings and conditions."

Recommended Motion Two (Final Plat) - "I move to **approve** the Adi's Townhomes No 2 Final Plat and adopt the proposed findings and conditions."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Townhouse Preliminary and Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Townhouse Subdivision Preliminary Plat (File No. 20-121) for the townhouse sublots was recommended for approval by the Planning & Zoning Commission on March 9, 2021.
- The Preliminary Plat requires City Council approval prior to approval of the Final Plat. In this case, the Preliminary Plat did not receive City Council approval therefore both the Preliminary and Final Plat are recommended for approval at the same time.
- The existing building received Design Review approval in April 1991 under file number 91-04-01 and was issued a Building Permit (B91-028) in May 1991. No exterior modifications to the building are proposed at this time.

Introduction and History

The Preliminary Plat application was submitted by Bruce Smith of Alpine Enterprises Inc., on behalf of the property owner, Adi S. Erber in October of 2020 and approved by the Planning and Zoning Commission on March 9, 2021. The Final Plat application was submitted after approval of the Preliminary Plat. The Adi's Townhomes No 2 is a townhouse subdivision of Lot 7, Block 1 in the Warm Springs Subdivision No 3 recorded at Instrument #196338 in November 1976. A duplex with two apartments, constructed in 1991, exists on the property under single ownership. Many older duplexes in Ketchum were built as apartments or condominiums, but never subdivided. The property is located within the General Residential Low Density (GR-L) zone district. Subdividing the property into townhouse sublots allows for the individual sale of each unit. The proposed subdivision creates two individual townhouse sublots with no common area.

Analysis

The GR-L zone district permits a “multi-family dwelling unit containing up to two dwelling units” as a permitted use. The code allows for the dwelling units to be under single ownership, or to be subdivided into townhouse sublots per the requirements of Title 16 of the Ketchum Municipal Code. As mentioned above, the applications meet all applicable requirements for Townhouse Preliminary and Final Plats. The property, and existing structure meets all dimensional standards for the GR-L zone district. The property was constructed per the building code in place at the time of building permit issuance in 1991. The existing apartments are not constructed per the City’s current building code as it relates to fire wall separation. The city permits the subdivision of existing apartments with associated plat notes providing disclosure of the construction of the units.

Sustainability Impact

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

Financial Requirement/Impact

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

Attachments

Attachment A: Preliminary Plat – Proposed Findings of Fact, Conclusions of Law, and Decision

Attachment B: Adi’s Townhomes No 2 – Preliminary Plat

Attachment C: Final Plat – Proposed Findings of Fact, Conclusions of Law, and Decision

Attachment D: Adi’s Townhomes No 2 – Final Plat

Attachment A:

**Preliminary Plat – Proposed
Findings of Fact, Conclusions of
Law, and Decision**



**City of Ketchum
Planning & Building**

IN RE:)
)
Adi’s Townhomes No. 2 Subdivision) **KETCHUM CITY COUNCIL**
Preliminary Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: August 2, 2021) **DECISION**
)
File Number: 20-121)

PROJECT: Adi’s Townhomes No. 2 Subdivision Preliminary Plat

FILE NUMBER: P20-121

OWNER: Adi S Erber

REPRESENTATIVE: Bruce Smith, Alpine Enterprises

REQUEST: Townhouse Subdivision Preliminary Plat to convert an existing duplex into two townhome units

ASSOCIATED PERMITS: Building Permit 91-028, Design Review 91-04-01

LOCATION: 124 Short Swing Lane (Warm Springs Subdivision No. 3: Block 1: Lot 7)

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

OVERLAY: None

NOTICE: The public hearing notice was mailed to properties within a 300 ft radius of the subject property and all political subdivisions on February 17th, 2021. Notice was published in the February 17th, 2021 edition of the Idaho Mountain Express. Notice was posted on the project site and the City’s website on March 2nd, 2021.

FINDINGS OF FACT

1. The applicant is requesting Preliminary Plat approval for a Townhouse Subdivision to convert an existing duplex located at 124 Short Swing Lane within the City’s General Residential Low Density (GR-L) Zoning District into two townhomes. The subject property, Lot 7 of Warm Springs Subdivision No. 3) will be subdivided to create two townhouse sublots. No changes are proposed to the existing duplex building or the site.

2. Many older duplexes in Ketchum were built as apartments or condominiums. Adopted in 1979, the City’s first subdivision ordinance only provided for condominium subdivisions. It wasn’t

until 1987 with the City’s adoption of Ordinance 460 that townhouses were introduced into Ketchum Municipal Code.

3. The existing duplex was built in 1991 (Building Permit 91-028). While the building was constructed as a duplex with two apartments, the development was never subdivided into individual units. The City allows conversion of these units from apartments or condominiums to townhomes. With the townhouse form of ownership, each property owner owns the structure and, at a minimum, the ground beneath it and sometimes more land (commonly known as a subplot). Townhomes provide more flexibility for future improvements as property owners own both the structure and the land.

4. As the existing duplex was built 30 years ago, the building does not meet current building code or separation requirements for townhouses specified in R302.2 of the International Residential Code or Ketchum Municipal Code §15.04.020. The duplex units were built with a common one-hour fire-resistance rated wall between the units rather than a two-hour fire-resistance rated wall currently required by code. A plat note, disclosing the non-conforming status of the existing duplex construction, is required as Condition of Approval #10.

Table 1: City Department Comments

City Standards and City Department Comments			
Compliant			
Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire: <i>The Fire Code Official has reviewed the plans and does not have any comments or concerns regarding the conversion. Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code (Condition of Approval #8).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Engineer and Streets Department: <i>The conversion of the existing duplex into two townhome units does not qualify as a substantial improvement or impact the right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities: <i>The existing duplex is served by one line and connection to the municipal water system and one line and connection to the municipal sewer system. Pursuant to Ketchum Municipal Code §13.08.050E and §13.04.080.F, a separate and independent city water service line and connection shall be provided for each townhome unit. The applicant shall add a plat note to alert property owners that the two townhome units within the duplex are served by only one line and connection to the municipal water system and one line and connection the city sewer system (Condition of Approval #9).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <i>Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code. In the case of any alterations to the subject structures, all applicable current building and zoning code requirements shall apply.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: <i>Comments are denoted throughout the Tables 2 & 3.</i>

Table 2: Findings Regarding Townhouse Plat Requirements

Standards and <i>City Council Findings</i>				
Compliant				
Yes	No	N/A	City Code	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	<p>Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</p> <p><i>Findings</i></p> <p><i>The applicant has submitted a complete preliminary plat application including the Townhouse Declarations. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning & Building Department and file such document prior to recordation of the final plat (Condition of Approval #6).</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p> <p><i>Findings</i></p> <p><i>The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.</i></p> <p><i>The duplex is an existing building, and the project does not require design review approval or a building permit.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p> <p><i>Findings</i></p> <p><i>N/A. The duplex is an existing building. No exterior modifications are proposed to the existing duplex or the project site. Design Review is not required for this project.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p> <p><i>Findings</i></p> <p><i>N/A. The duplex is an existing building. No exterior modifications are proposed to the existing duplex or the project site. A building permit is not required for this project</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p> <p><i>Findings</i></p> <p><i>N/A as the duplex is an existing building.</i></p>
<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>

				<p>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</p> <p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <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>Findings</i>	<i>The applicant shall follow the final plat procedure as specified in the City's subdivision ordinance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	<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> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Findings</i>	<i>The building coverage of the existing duplex development is 32% (2,606 sq ft building coverage/8,207 sq ft lot area), which is 3% less than the maximum permitted in the GR-L Zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	<p>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.</p>
			<i>Findings</i>	<i>The existing duplex doesn't include an enclosed garage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	<p>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. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)</p>
			<i>Findings</i>	<i>This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.</i>

Table 3: Findings Regarding Preliminary Plat Requirements and Subdivision Design & Development Standards

Standards and City Council Findings				
Compliant			City Code	
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<p>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</p>
			<i>Findings</i>	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	<p>Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. 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:</p>
			<i>Findings</i>	<i>All required materials for the Preliminary Plat application have been submitted.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	<p>The scale, north point and date.</p>
			<i>Findings</i>	<i>The preliminary plat contains a scale, north point, and date.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			Findings	<i>This proposed subdivision is titled Adi's Townhomes No 2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	<i>This information has been provided on the application form and indicated on Sheet 1 of the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			Findings	<i>The legal description of the area is included on Sheet 2 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	<i>Neighboring Otter Townhomes, Sunshine Subdivision Lots 8 and 9, North Pass Townhomes, and Warm Springs Subdivision No. 3 Lots 14 and 15 are indicated on Sheet 1 of the preliminary plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Findings	<i>This standard is not applicable to the subdivision of an existing lot into two townhouse sublots.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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.
			Findings	<i>All existing improvements and the course and location of Short Swing Lane is indicated on Sheet 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	<i>This boundary description and the area of the tract is noted on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Findings	<i>The property is within the GR-L Zoning District. Plat note #4 references the zoning district.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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.
			Findings	<i>No new streets are proposed. The subplot lines and dimensions are indicated on the preliminary plat in addition to right-of-way information and all applicable easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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	<i>No land for common or public use is required or proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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	<i>The preliminary plat indicates the locations of all utilities that serve the townhome development. As mentioned above, only one water and one sewer connection to the unit exists. No street infrastructure improvements are proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Findings	<i>This standard is not applicable as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.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	<i>N/A. No drainage improvements are proposed or required with this subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.15	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	<i>This application subdivides a platted lot into two townhouse sublots. The original subdivision's plat serves as the vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			Findings	<i>N/A. The property is not currently mapped to be in the floodplain or floodway. The property is not within other overlay districts adopted by the City.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.17	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	<i>N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property doesn't lie adjacent to a river or creek. The lot doesn't contain slopes of 25% or greater. The subject property is not a corner lot.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.18	Lot area of each lot.
			Findings	<i>The existing and proposed size of each subplot is indicated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Existing mature trees and established shrub masses.
			Findings	<i>The preliminary plat indicates existing mature trees and shrub masses.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	To be provided to Administrator: Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			Findings	<i>The Adi's Townhomes No. 2 subdivision name is unique and is not the same as another townhouse subdivision in Blaine County.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	<i>N/A. The duplex is connected to municipal services.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	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	<i>The applicant has submitted a complete preliminary plat application including the Townhouse Declarations. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning & Building Department and file such document prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	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.
			Findings	<i>This standard has been met. The applicant has submitted a Lot Book Guarantee and the Last Deed of Record.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			Findings	<i>This standard has been met. The digital copy of the preliminary plat is attached as</i>

				<i>Exhibit A.</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. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>The mature trees indicated on the preliminary plat shall be preserved.</i>
<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.
			Findings	<i>N/A as no new improvements are proposed with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Findings	<i>N/A as no improvements are proposed with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			Findings	<i>N/A as the duplex building is existing and no improvements are proposed with this townhouse subdivision.</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,

				<p>certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat..
			Findings	<p><i>Standards 4, 5, and 6 have been met.</i></p> <p><i>Standards 2 and 3 are not applicable.</i></p>

				<i>Standard 1 has been met. The lot size, width, and depth comply with the dimensional standards for lots required in the GR-L Zone. The existing duplex complies with setbacks from front, rear, and side property lines required in the GR-L Zone.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	<i>N/A. No new blocks are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	<p>H. 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;
			Findings	<i>N/A, the subject properties are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	<ol style="list-style-type: none"> 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;
			Findings	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	<ol style="list-style-type: none"> 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;
			Findings	<i>N/A. No street frontage improvements like planting strips are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	<ol style="list-style-type: none"> 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
			Findings	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	<ol style="list-style-type: none"> 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;
			Findings	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	<ol style="list-style-type: none"> 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
			Findings	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	<ol style="list-style-type: none"> 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;
			Findings	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	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;
			Findings	<i>The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Findings	<i>The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	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;

			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1 7	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1 8	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1 9	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2 0	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2 1	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;
			Findings	<i>N/A. This proposal does not require construction of a new bridge or impact any existing bridges.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2 2	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;
			Findings	<i>N/A. The subject properties about an existing developed street within a residential area. No sidewalks are required for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2 3	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
			Findings	<i>N/A. No private road or gates are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2 4	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
			Findings	<i>N/A. The townhouse sublots are not located within the Avalanche Zone and no new public or private streets or flag lots are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I I.	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the

				provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			Findings	<i>N/A. The townhouse sublots are located in the GR-L Zone and do not abut an alley.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J.1	<p>J. 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>
			Findings	<i>N/A these easements are not required as the project does not create a new street and the property is not adjacent to Warm Springs Road.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	<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>
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	<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>
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	<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>
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	<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>
			Findings	<i>N/A. No changes to ditches, pipes, or other irrigation structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	<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>
			Findings	<i>N/A. The townhouse sublots are within the existing, platted Warm Springs Subdivision No. 3.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>M. Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure. The subdivision has adequate plantings where necessary.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.1	<p>N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <p>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.</p>
			Findings	<i>N/A. No cuts, fills, or grading improvements are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.2	<p>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:</p>

				<p>a. Proposed contours at a maximum of five foot (5') contour intervals.</p> <p>b. Cut and fill banks in pad elevations.</p> <p>c. Drainage patterns.</p> <p>d. Areas where trees and/or natural vegetation will be preserved.</p> <p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</p>
			Findings	<i>N/A. No changes to the project site are proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.3	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.
			Findings	<i>N/A. No changes to the project site are proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	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.
			Findings	<i>N/A. The duplex is an existing development.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.5	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.
			Findings	<i>N/A as no new development is proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.6	6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			Findings	<i>N/A no significant cuts, fills, or excavation are proposed as the development is existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.0	O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural

				drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			Findings	<i>No natural drainage courses are proposed to be disturbed.</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.
			Findings	<i>All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. 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 limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	<i>N/A. The townhouse subdivision does not trigger off-site improvements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	<i>N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>The existing mature trees indicated on the preliminary plat shall be preserved.</i>

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the Ketchum City Council **approves** this Preliminary Plat application this Monday, August 2, 2021 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The project shall meet all requirements of the Fire, Utility, Building, Streets/City Engineer, and Planning requirements as specified in Table 1.
2. The project shall comply with all conditions and comments as specified in Table 2.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
6. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.
7. 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.
8. Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code.
9. The following plat note shall be added to the Preliminary Plat prior to forwarding the application to City Council for review:

The two townhome units within the duplex are served by only one line and connection to the municipal water system and one line and connection the city sewer system.
10. The following plat note shall be added to the Preliminary Plat prior to forwarding the application to City Council for review:

Although this unit was originally approved/constructed as a duplex in 1991, this duplex was converted to a non-conforming "Townhouse" pursuant to Ketchum Municipal Code § 16.04.070 TOWNHOUSES, insofar as the "Townhouse" is not in compliance with section R302.2 of the current International Residential Code, in effect at the date of this plat, and

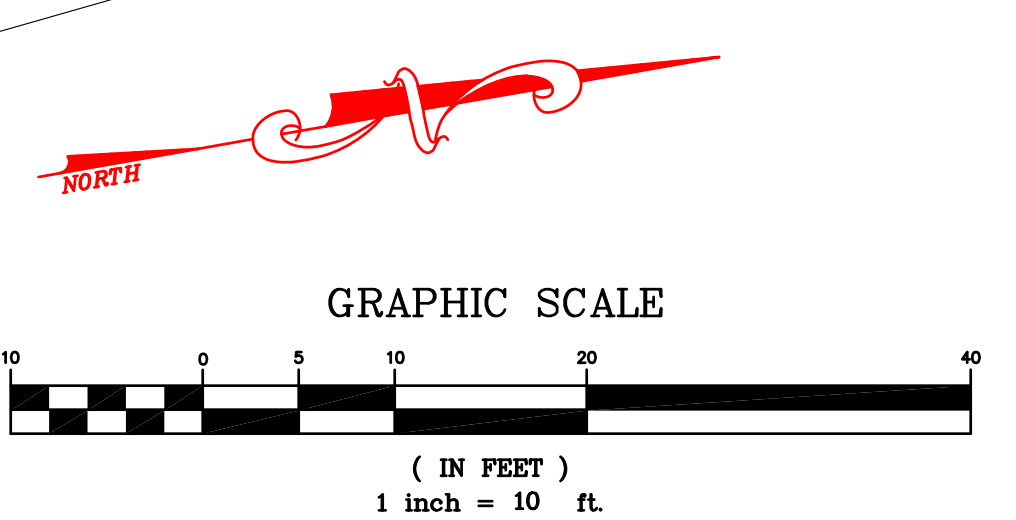
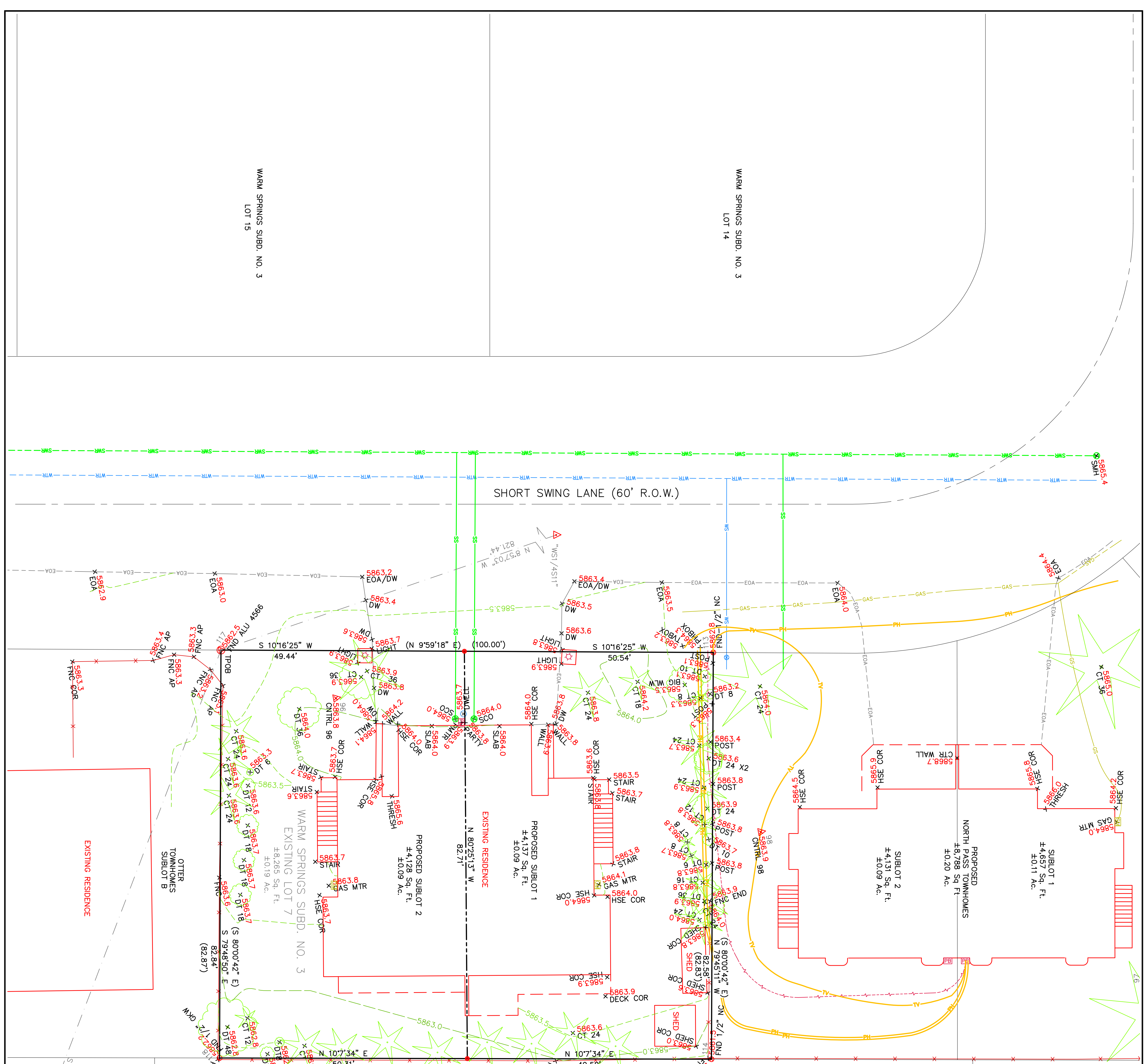
the City's local amendments to the building code specified in Ketchum Municipal Code §15.04.020, which requires a 2-hour fire-resistant wall assembly separation.

Findings of Fact **adopted** this 2nd day of August 2021.

Neil Bradshaw
Mayor
City of Ketchum

Tara Fenwick
City Clerk
City of Ketchum

Attachment B:
Adi's Townhomes No 2 –
Preliminary Plat



LEGEND

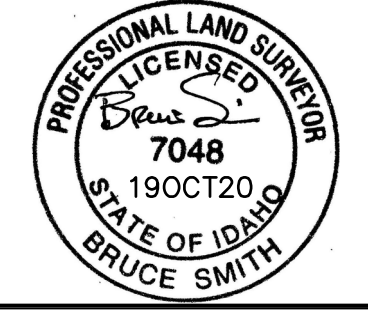
- Existing Property Boundary
- Proposed Sublot Lines
- Adjacent's Lot Line
- Centerline Road
- Building/Structure Line
- Deck Line
- EOA = Edge of Asphalt
- FNC = Existing Fence
- Sewer Main
- Sewer Service
- Water Main
- Water Service
- Buried Power Service
- Buried Gas Main
- Buried Gas Service
- Buried CATV Service
- Buried CATV Service
- 0.5' Contours per Alpine
- 1' Contours per Alpine
- Blaine County GIS Control and Ties
- ENTRL = Survey Control
- Found 1/2" Rebar as Shown
- Set 1/2" Rebar by PLS 7048
- PMTR = Power Meter
- GAS MTR = Gas Meter
- SMH = Sewer Manhole
- SOO = Sewer Cleanout
- DT = Deciduous Tree
- CT = Coniferous Tree
- Water Valve
- DWELL = Dry Well
- LIGHT = Existing Light Fixture
- HSE House
- COR Corner
- THRESH Threshold
- CTR Center
- DW Driveway

() Record Bearing and Distance per Inst. No. 203735

NOTES

- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Combined Scale Factor is 0.999682; Vertical Datum is NAVD1988.
 - 2) Boundary Information is from the Plat of North Pass Condominiums No. 8, Inst. No. 203735; Warm Springs Subdivision No. 3, Inst. No. 169338; Sunshine Subdivision, Inst. No. 175493; Blaine County Records.
 - 3) Utility Locations shown are based on a Digline locate and City, Maps, Utility locators should be verified by Digline Before Any Excavation in Particular Areas.
 - 4) Current Zoning appears to be General Residential Low Density, GR-L.
 - 5) Not all trees and vegetation are shown, some locations are approximate.
 - 6) Applicant/Owner is Adl Erber, P.O. Box 879, Sun Valley, ID 83353; Surveyor/Representative is Bruce Smith, PLS, Alpine Enterprises Inc., P.O. Box 2037, Ketchum, ID 83340.
- SURVEYOR NARRATIVE:**
The Purpose of this Survey is to create Townhome Sublots out of the existing duplex on Block 1, Lot 7, Warm Springs Subdivision No. 3.

REVISIONS	NO	DATE	BY



Alpine Enterprises Inc.
 Surveying, Mapping, and Natural Hazards Consulting
 660 Bell Dr., Unit 1
 P.O. Box 2037, Ketchum, ID 83340 USA
 (208) 727-1988 727-1987 fax
 email: bsmith@alpineenterprisesinc.com

A PRELIMINARY PLAT SHOWING ADI'S TOWNHOMES No. 2
 WHEREIN LOT 7, BLOCK 1, WARM SPRINGS SUBDIVISION NO. 3 IS CONVERTED TO TOWNHOMES
 WITHIN S12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR ADI ERBER

Attachment C:

Final Plat – Proposed Findings
of Fact, Conclusions of Law, and
Decision



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Adi's Townhomes No 2)	KETCHUM CITY COUNCIL
Townhouse Subdivision Final Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: August 2, 2021)	DECISION
)	
File Number: 21-035)	

Findings Regarding Application Filed

PROJECT: Adi's Townhomes No 2

FILE NUMBER: P21-035

ASSOCIATED PERMITS: Building Permit (Permit No. 91-028), Design Review (File No. 91-04-01), and Preliminary Plat (File No. 20-121)

OWNER: Adi S. Erber

REPRESENTATIVE: Bruce Smith - Alpine Enterprises, Inc.

REQUEST: Townhouse Subdivision Final Plat to subdivide Lot 7, Block 1 of the Warm Springs Subdivision No 3 into two townhouse sublots known as Adi's Townhomes No 2.

LOCATION: 124 Short Swing Ln (Lot 7, Block 1 of Warm Springs Subdivision No 3.)

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

OVERLAY: None

NOTICE: Pursuant to Ketchum Municipal Code (KMC) §16.04.030.G – *Final Plat Procedures*, public noticing is not required for a Final Plat.

Findings Regarding Associated Development Applications

The Adi's Townhomes No 2 project is an existing, unsubdivided duplex on Lot 7 of the Warm Springs Subdivision No 3. The Townhouse Subdivision Preliminary Plat (File No. 20-121) for the subdivision was recommended for approval by the Planning & Zoning Commission on March 9, 2021 and approved by the Ketchum City Council on August 2, 2021. A Final Plat must be approved by City Council within two years of preliminary plat approval (KMC §16.04.030.I). The Final Plat must be in substantial conformance with the Preliminary Plat (KMC §16.04.030.G). The Preliminary Plat was approved with 10 conditions of approval to be satisfied prior to or in conjunction with approval of the Final Plat.

Findings Regarding City Department Comments

All Development and Design standards outlined in KMC §16.04.040 were reviewed during the Preliminary Plat Process. As outlined above, the Final Plat is in substantial conformance with the Preliminary Plat. Staff also

reviewed the Final Plat for conformance with all conditions of approval. Conditions 1-3 and 7-10 have been met through the Final Plat. Conditions 4-6 pertain to action taken concurrent with or immediately following recording of the Final Plat. Conditions 4-6 from the Preliminary Plat approval remain conditions of approval for the Final Plat.

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 including street, sanitary sewage disposal, and planting strip improvements are not applicable to the subject project as the application proposes to subdivide an existing duplex unit into two 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 current residential use or alter the proposed development as reviewed and approved through Preliminary Plat #20-121.

Table 1: Findings Regarding Townhouse Final Plat Requirements
Standards and City Council Findings

Compliant			Standards and City Council Findings	
Yes	No	N/A	Code Reference	
<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>
			Findings	<i>A certificate of occupancy has been issued on Building Permit # 91-028. Per condition of approval #8 of the Preliminary Plat, an inspection was conducted by the City of Ketchum Fire Marshall to ensure that all smoke detectors and carbon monoxide detectors are installed in both units adequately to meet building and fire code requirements. This standard is met with this additional inspection.</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> <ul 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.
			Findings	<p>1. The building coverage of the existing duplex development is 32% (2,606 sq ft building coverage/8,207 sq ft lot area), which is 3% less than the maximum permitted in the GR-L Zone.</p> <p>2. The existing duplex doesn't include an enclosed garage.</p>

<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.
			Findings	<i>This townhouse subdivision complies with all applicable local, state, and federal ordinances, rules, and regulations.</i>

Table 2: Findings Regarding Final Plat Requirements

Standards and City Council Findings				
Compliant			Code Reference	
YES	NO	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			Findings	<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 (Condition of Approval #4)</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.
			Findings	<i>Sheet 1 of the Final Plat demonstrates compliance with this standard as verified by the City Engineer during department review.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			Findings	<i>Sheet 1 of the Final Plat demonstrates compliance with this standard as verified by the City Engineer during department review.</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.
			Findings	<i>Sheet 1 of the Final Plat demonstrates compliance with this standard as verified by the City Engineer and Planning staff during department review.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Findings	<i>Sheet 1 of the Final Plat shows the adjacent townhome developments to the north (North Pass Townhomes) and south (Otter Townhomes)</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.
			Findings	<i>Sheet 1 of the Final Plat shows Short Swing Lane, a 60 foot right-of-way.</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.
			Findings	<i>The review of the Preliminary Plat did not result in the creation of new easements. Additionally, there are no easements identified on the underlying Warm Springs Subdivision No 3 Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.

			Findings	<i>This Townhouse Subdivision is within a portion of Block 1 of the Warm Springs Subdivision No 3. 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.
			Findings	<i>No additional dedications are required for the Final Plat. Initial dedications were conveyed with the Warm Springs Subdivision No 3 Final Plat.</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.
			Findings	<i>The name of the proposed subdivision is Adi's Townhomes No. 2 and the title of the plat includes all required references to fully describe the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow, and date.
			Findings	<i>Sheet 1 of the Final Plat contains the scale, north arrow, and date.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Findings	<i>Sheet 1 of the Final Plat shows Short Swing Lane, a 60 foot right-of-way.</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.
			Findings	<i>Sheet 1 of the Final Plat contains Plat Note #XX which references the instrument number of the recorded declarations. The declarations will be recorded following city council approval, prior to recording of the final plat.</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.
			Findings	<i>Sheet 2 of the Final Plat includes the required surveyor's certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			Findings	<i>A title report and warranty deed were submitted with the Final Plat application. Sheet 1 of the Final Plat includes Plat Note #XX which references certain applicable documents as identified in the title commitment. The title commitment, warranty deed, and Certificate of Ownership on Sheet 2 of the Final Plat reflect accurate ownership of the property at the time of processing of the Final Plat.</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.
			Findings	<i>Sheet 2 of the Final Plat includes a "Certificate of Ownership" per the requirements of this standard.</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.
			Findings	<i>Sheet 2 includes a "City Engineer's Approval" certificate, per the requirements of this standard, that will be executed following approval of the Final Plat by City Council.</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.
			Findings	<i>Sheet 2 includes a "City Engineer's Approval" certificate, per the requirements of this standard, that will be executed following approval of the Final Plat by City Council.</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.
			City Council Findings	<i>Sheet 2 of the Final Plat includes a "Approval of City Council" certificate, per the requirements of this standard, that will be executed following approval of the Final Plat by City Council.</i>
<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.

			Findings	<i>Preliminary Plat Conditions of Approval #9 and #10 included requirements for additional plat notes disclosing certain conditions of the property. Per those conditions, Plat Notes X and X have been included on Sheet 1 of the Final Plat.</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.
			Findings	<i>Staff received both a hard copy and digital copy of the Final Plat at application submittal. This Final Plat approval includes Condition of Approval #3, requiring the applicant to provide a digital copy of the recorded Final Plat for city records.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			Findings	<i>No improvements to the property or the adjacent right-of-way are required for the townhome subdivision. All improvements were completed with the completion of the Warm Springs Subdivision No 3 requirements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			Findings	<i>No improvements are required for the townhome subdivision and therefore no improvement plans are required.</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.
			Findings	<i>As no improvements are required for the subdivision, no performance bond is required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			Findings	<i>This standard will be met prior to City Council acceptance of any improvements.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			City Council Findings	<i>As no improvements or other construction activity is taking place as part of the subdivision, no monumentation requires verification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> 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. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).
			City Council Findings	<i>Standards 4, 5, and 6 have been met. Standards 2 and 3 are not applicable. Standard 1 has been met. The lot size, width, and depth comply with the dimensional standards for lots required in the GR-L Zone. The existing duplex complies with setbacks from front, rear, and side property lines required in the GR-L Zone.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
City Council Findings			<i>No new blocks are proposed. The property is located within Block 1 of the Warms Springs Subdivision No 3.</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 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 entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;

			<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 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>
			<p>Findings</p> <p><i>This Townhouse Subdivision does not create new streets, private roads, or bridges. These standards were addressed through the Warm Springs Subdivision No 3 subdivision process. These standards are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.1</p> <p>Alley Improvement Requirements: Alleys shall be provided in, 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>

			Findings	<i>The townhome subdivision does not access from an alley, nor does it create a new alley. Therefore, this standard is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain 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>
			Findings	<i>These standards are not applicable to the proposed Townhouse Subdivision. These standards were addressed through the Warm Springs Subdivision No 3 subdivision process.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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,</p>

				<p>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>
			Findings	<p>The townhome unit is connected to the municipal sewer system. Review of the preliminary plat application indicated the existing duplex has only one sewer connection for the two units. Sheet 1 of the Final Plat includes Plat Note #XX which discloses the condition to the future owners of the sublots. In addition to the disclosure, Plat Note #XX places a mutual reciprocal easement on the property to allow either property owner access to the various utilities on the property for the purpose of repair, maintenance, of replacements of those utilities.</p>
<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>
			Findings	<p>The townhome unit is connected to the municipal water system. Review of the preliminary plat application indicated the existing duplex has only one water connection for the two units. Sheet 1 of the Final Plat includes Plat Note #XX which discloses the condition to the future owners of the sublots. In addition to the disclosure, Plat Note #XX places a mutual reciprocal easement on the property to allow either property owner access to the various utilities on the property for the purpose of repair, maintenance, of replacements of those utilities.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Findings	<p>A planting strip is not required for this townhome subdivision. Planting strips were considered during the review of the Warm Springs Subdivision No 3. Plat process. No additional improvements are required.</p>
<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.

				<p>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			Findings	<i>These standards were addressed through the Warm Springs Subdivision No 3 subdivision process. No site work is proposed or required with this townhouse subdivision application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Findings	<i>No site improvements are proposed or required for the townhome subdivision. These standards were evaluated through the subdivision process for the Warm Springs Subdivision No 3 subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for</p>

				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.
			Findings	<i>Natural gas, telephone, cable, and electricity are installed underground. No utility expansion is required for the townhome subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	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 limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	<i>No off-site improvements are required with the townhouse subdivision final plat. Off-site improvements were addressed through the Warm Springs Subdivision No 3 subdivision review process.</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.
			Findings	<i>The property is not within the Avalanche or Mountain Overlay Districts.</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.
			Findings	<i>No removal of natural features is proposed for the townhome subdivision.</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 City of Ketchum Planning Department provided adequate notice for the review of this application.
2. The Townhouse Subdivision Preliminary Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.080 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Townhouse Subdivision for the Thunder Spring Residences Sublot 7 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, August 2, 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
2. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
3. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.
4. 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.
5. The project shall comply with all governing ordinance and department conditions pertinent to the Fire Department, Planning & Building Department, Utilities Department, Street Department, and Ketchum City Engineer.

Findings of Fact **adopted** this 2nd day of August, 2021.

Neil Bradshaw, Mayor
City of Ketchum

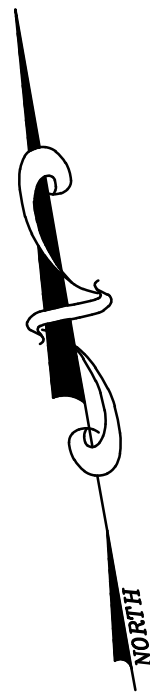
Tara Fenwick, City Clerk
City of Ketchum

Attachment D:
Adi's Townhomes No 2 -
Final Plat

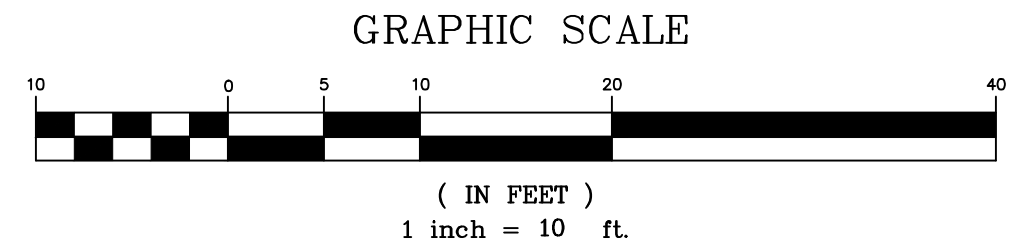
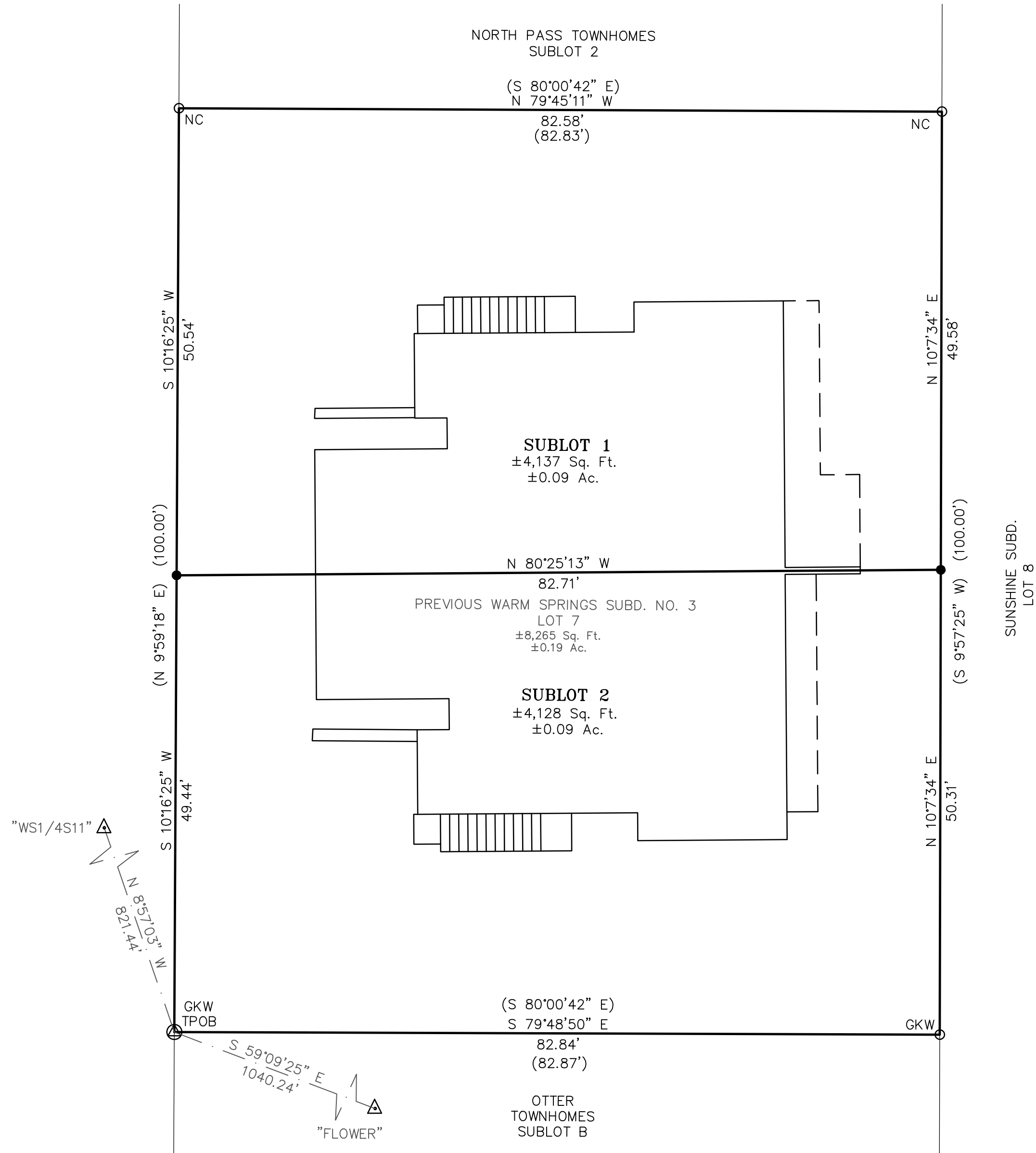
A PLAT SHOWING ADI'S TOWNHOMES NO. 2

WHEREIN LOT 7, BLOCK 1, WARM SPRINGS SUBDIVISION NO. 3 IS CONVERTED INTO TOWNHOUSE SUBLOTS
LOCATED WITHIN
SECTION 12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JUNE 2021



60' SHORT SWING LANE (60' R.O.W.)



LEGEND

- Existing Property Boundary
- Adjoiner's Lot Line
- Centerline Road
- Building/Structure Line
- Deck Line
- Blaine County GIS Control and Ties
- Found 1/2" Rebar as Shown
- Found Aluminum Cap as Shown
- Set 1/2" Rebar by PLS 7048
- () Record Bearing and Distance per Inst. No. 203735

NOTES

SURVEYOR NARRATIVE:

The Purpose of this Survey is to create Townhouse Sublots out of the existing duplex on Block 1, Lot 7, Warm Springs Subdivision No. 3. All Monuments were found and accepted during the Boundary Retracement of Lot 7, Block 1, Warm Springs Subdivision No. 3 and new Monuments were set at Sublot Boundaries.

- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Combined Scale Factor is 0.999682.
- 2) Boundary Information is from the Plat of North Pass Condominiums No. 8, Inst. No. 203735; Warm Springs Subdivision No. 3, Inst. No. 169338; Sunshine Subdivision, Inst. No. 175493; Blaine County Records.
- 3) Documents that may affect this property include Inst. Nos. 140820 (Road Easement in Deed), 193591 (Deed), Blaine County Records.
- 4) The Adi's Townhomes No. 2 Sublot Plat is subject to all Easements, Dedications, or other Encumbrances and Restrictions noted on the Warm Springs Subdivision No. 3 Plat Recorded under Instrument No. 169338 in the office of the Recorder with Blaine County, Idaho.
- 5) The two Townhome Units within the Duplex are served by only one line and connection to the Municipal Water System and one line and connection to the City Sewer System.
- 6) All Townhouse Unit owners shall have Mutual Reciprocal Easements for existing Water, Sanitary Sewer, Cable TV, Telephone, Natural Gas, Electrical, Fiber Optic or other Public Utility, as applicable, over, under and across their Townhouse or Sublots for the Repair, Maintenance and Replacement thereof.
- 7) Although this unit was originally approved/constructed as a duplex in 1991, this duplex was converted to a non-conforming "Townhouse" pursuant to Ketchum Municipal Code §16.04.070 TOWNHOUSES, insofar as the "Townhouse" is not in compliance with section R302.2 of the current International Residential Code, in effect at the date of this plat, and the City's local amendments to the building code specified in the Ketchum Municipal Code §15.04.020, which requires a 2-hour fire-resistant wall assembly separation.
- 8) Townhome Declaration including the Party Wall Agreement for Adi's Townhomes No. 2 is Recorded in Blaine County Records under Inst. No. _____.



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, EHS

ADI'S TOWNHOMES NO. 2
Ketchum File No. P21-035
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 7, Block 1, Warm Springs Subdivision No. 3, recorded as Instrument No. 169338, records of Blaine County, Idaho, to be Re-Platted as Adi's Townhomes No. 2, as shown hereon.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

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

ADI S. ERBER

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared Adi S. Erber, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate 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

Residing at

My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Adi's Townhomes No. 2, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

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.

Sam Young, PLS 11577
County Surveyor

APPROVAL OF CITY COUNCIL

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

Planner

Certified By: City Clerk

City Clerk Signature

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2021.

City Engineer

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 Plat of Adi's Townhomes No. 2 have been paid in full on this _____ day of _____ 2021. This Certification is valid for the next thirty (30) days only.

Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Ex-officio Recorder



City of Ketchum

August 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the West Ketchum Residences Final Plat Application

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Final Plat application, submitted by Sean Flynn PE of Galena Engineering on behalf of property owner West Ketchum Residences LLC, to subdivide Lot 5AA of Bavarian Village Subdivision into 10 townhouse sublots and associated common area for the West Ketchum Residences townhome development located at 150 Bird Drive within the City's General Residential High Density (GR-H) Zoning District.

Recommended Motion: "I move to approve the West Ketchum Residences 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 with a Phased Development Agreement (Application File No. P19-141 and Contract #20501) to subdivide the property into 10 townhouse sublots and common area on August 17th, 2020. The final plat map substantially conforms to the approved preliminary plat map.
- All necessary elements and improvements specified in the Phased Development Agreement are complete. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 20565 (recorded under Instrument #67699) was approved by City Council on December 11th, 2020. The City has received payment for the total \$249,274.06 in-lieu fee for the community housing contribution specified in FAR Exceedance Agreement #20475 (recorded under Instrument #669581).
- The request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.

Analysis

The West Ketchum Residences is a 10-unit townhome development that consists of 5, two-story duplex units accessed from a shared private driveway. The project received Design Review approval (Application File No. P19-140) from the Planning and Zoning Commission on February 10th, 2020. The Ketchum City Council approved the Townhouse Subdivision Preliminary Plat with a Phased Development Agreement (Application File No. P19-141 and Contract #20501) to subdivide the property into 10 townhouse sublots and common area on August 17th, 2020. The City has issued building permits for all 5 duplexes as well as a mechanical building to store and screen the development's snowmelt system.

The Phased Development Agreement (Contract #20501) includes a completion schedule for the construction of required improvements, assigns the property owner certain maintenance responsibilities for infrastructure

serving the development, and provides an installment plan for the payment of community housing in-lieu fees. The agreement specifies all necessary elements and improvements the developer is required to complete prior to issuance of a Certificate of Occupancy for any duplex as well as recordation of the final plat for the townhome development. The agreement required the developer to: (a) install all utilities, including water and sewer services, (b) secure a Right-of-Way Encroachment Permit for the driveway pavers and snowmelt system within the Bird Drive right-of-way, (c) complete the private driveway improvements, (d) improve the Bird Drive right-of-way to City standards, and (e) pay the \$249,274.06 community housing in-lieu fee in ten equal installments.

The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 20565 (recorded under Instrument #67699) was approved by City Council on December 11th, 2020. The City has received payment for the total \$249,274.06 in-lieu fee for the community housing contribution specified in FAR Exceedance Agreement #20475 (recorded under Instrument #669581).

All necessary elements and improvements specified in the Phased Development Agreement are complete. Certificates of Occupancy may be issued for each duplex upon completion following final inspection by all City Departments. The final plat map may be recorded following City Council's review and approval. The duplex on townhouse sublots 1 and 2 (Building Permit B20-033) was issued a Certificate of Occupancy on July 15th, 2021. The remaining 4 duplexes are under construction and nearing completion.

Financial Impact

Recording the Final Plat signals to the Blaine County Assessor's Office that the townhome units have been subdivided, resulting in 10 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
West Ketchum Residences Final Plat Application



City of Ketchum
Planning & Building

IN RE:)	
)	
West Ketchum Residences)	KETCHUM CITY COUNCIL
Townhouse Subdivision Final Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: August 2 nd , 2021)	DECISION
)	
File Number: 21-046)	

Findings Regarding Application Filed

PROJECT: West Ketchum Residences Final Plat

FILE NUMBER: P21-046

ASSOCIATED APPROVALS: Design Review P19-140, Lot Line Shift P19-142, Townhouse Subdivision Preliminary Plat P19-141

ASSOCIATED AGREEMENTS: Phased Townhouse Subdivision Development Agreement Contract #20501 (recorded under Instrument #672296), FAR Exceedance Agreement Contract #20475 (recorded under Instrument #669581), Right-of-Way Encroachment Agreement 20565 (recorded under Instrument #676999)

ASSOCIATED PERMITS: Building Permits B20-033, B20-35, B20-066, B20-116, B20-121, and B21-008

OWNER: West Ketchum Residences, LLC

REPRESENTATIVE: Sean Flynn, Galena Engineering

REQUEST: Townhouse Subdivision Final Plat for the West Ketchum Residences development

LOCATION: 150 Bird Drive (Bavarian Village Subdivision: Block 1: Lot 5AA)

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

ZONING: General Residential High Density (GR-H)

OVERLAY: None

Findings Regarding Associated Development Applications

The West Ketchum Residences is a 10-unit townhome development that consists of 5, two-story duplex units accessed from a shared private driveway. The project received Design Review approval (Application File No. P19-140) from the Planning and Zoning Commission on February 10th, 2020. The Ketchum City Council approved the Townhouse Subdivision Preliminary Plat with a Phased Development Agreement (Application File

No. P19-141 and Contract #20501) to subdivide the property into 10 townhouse sublots and common area on August 17th, 2020. The City has issued building permits for all 5 duplexes as well as a mechanical building to store and screen the development's snowmelt system.

FINDINGS REGARDING PHASED DEVELOPMENT AGREEMENT

The Phased Development Agreement (Contract #20501) includes a completion schedule for the construction of required improvements, assigns the property owner certain maintenance responsibilities for infrastructure serving the development, and provides an installment plan for the payment of community housing in-lieu fees. The agreement specifies all necessary elements and improvements the developer is required to complete prior to issuance of a Certificate of Occupancy for any duplex as well as recordation of the final plat for the townhome development. The agreement required the developer to: (a) install all utilities, including water and sewer services, (b) secure a Right-of-Way Encroachment Permit for the driveway pavers and snowmelt system within the Bird Drive right-of-way, (c) complete the private driveway improvements, (d) improve the Bird Drive right-of-way to City standards, and (e) pay the \$249,274.06 community housing in-lieu fee in ten equal installments.

FINDING REGARDING COMPLETION OF IMPROVEMENTS

The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 20565 (recorded under Instrument #67699) was approved by City Council on December 11th, 2020. The City has received payment for the total \$249,274.06 in-lieu fee for the community housing contribution specified in FAR Exceedance Agreement #20475 (recorded under Instrument #669581).

All necessary elements and improvements specified in the Phased Development Agreement are complete. Certificates of Occupancy may be issued for each duplex upon completion following final inspection by all City Departments. The final plat map may be recorded following City Council's review and approval. The duplex on townhouse sublots 1 and 2 (Building Permit B20-033) was issued a Certificate of Occupancy on July 15th, 2021. The remaining 4 duplexes are under construction and nearing completion.

Findings Regarding City Department Comments

All project plans for the townhome development were reviewed and approved by City Departments through the project's Design Review, Townhouse Subdivision, and Building Permit applications. All required improvements specified in the Phased Development Agreement, including the installation of water and sewer services, the shared private driveway, and the Bird Drive right-of-way road ballast, have been inspected by City Departments and completed to their satisfaction. Prior to issuance of Certificates of Occupancy for the four duplexes currently under construction and nearing completion, City Departments will conduct final inspections to ensure compliance with all conditions and requirements of the project's associated approvals. The applicant is aware that all improvements, including landscaping, are required to be installed prior to issuing Certificates of Occupancy for the remaining four duplexes.

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 as this application proposes to subdivide an existing lot within a residential subdivision into 10 townhouse sublots and associated common area. 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 proposed residential use or alter the proposed development as reviewed and

approved through Design Review Application File No. P19-140, Townhouse Subdivision Preliminary Plat Application File No. P19-141, Phased Townhouse Subdivision Development Agreement Contract #20501, FAR Exceedance Agreement Contract #20475, Right-of-Way Encroachment Agreement 20565, and Building Permits B20-033, B20-35, B20-066, B20-116, B20-121, and B21-008.

Table 1: 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>
			City Council Findings	<i>The Final Plat shall may be signed by the City Clerk in accordance with §16.04.110 as all necessary elements and improvements specified in Phased Townhouse Subdivision Development Agreement Contract #20501 have been completed to the satisfaction of all City Departments.</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> <ul 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.
			City Council Findings	<i>The townhouse development meets the dimensional standards and requirements of the General Residential High Density (GR-H) Zoning District. No detached garages are proposed with this townhome development. Each townhome has its own attached garage. The mechanical room to screen and store the development's snowmelt system is designated as common area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.F	<p>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.</p>
			City Council Findings	<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 2: 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 in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p><i>City Council Findings</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.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p>Location and description of monuments.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<p>Names and locations of all adjoining subdivisions.</p> <p><i>City Council Findings</i> The adjacent lots within Bavarian Village Subdivision, Smokey Lane Condominiums, Hourglass Townhomes, Autumn Woods Townhomes, and Summit Ridge Townhomes are indicated on the plat map.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<p>Name and right of way width of each street and other public rights of way.</p> <p><i>City Council Findings</i> This standard has been met. The Bird Drive right-of-way is indicated on the plat.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<p>Location, dimension and purpose of all easements, public or private.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<p>The blocks numbered consecutively throughout each block.</p> <p><i>City Council Findings</i> This Townhouse Subdivision will subdivide existing Lot 5AA within Bavarian Village Subdivision into 10 townhouse sublots. No new blocks are created with the townhouse subdivision.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	<p>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any</p>

				other descriptive language with regard to the precise nature of the use of the land so dedicated.
			City Council Findings	<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.
			City Council Findings	<i>This standard has been met. The name of the proposed subdivision is West Ketchum Residences.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			City Council Findings	<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
			City Council Findings	<i>N/A. No public streets are existing or proposed within the townhouse subdivision. The shared driveway is private roadway.</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.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			City Council Findings	<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.
			City Council Findings	<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.
			City Council Findings	<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.
			City Council Findings	<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.
			City Council Findings	<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.
			City Council Findings	<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.
			City Council Findings	<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.
			City Council Findings	<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.
			City Council Findings	<i>All necessary elements and improvements specified in the Phased Development Agreement are complete. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 20565 (recorded under Instrument #67699) was approved by City Council on December 11th, 2020. The City has received payment for the total \$249,274.06 in-lieu fee for the community housing contribution specified in FAR Exceedance Agreement #20475 (recorded under Instrument #669581).</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.
			City Council Findings	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Design Review Application File No. P19-140, Townhouse Subdivision Preliminary Plat Application File No. P19-141, Phased Townhouse Subdivision Development Agreement Contract #20501, FAR Exceedance Agreement Contract #20475, Right-of-Way Encroachment Agreement 20565, and Building Permits B20-033, B20-35, B20-066, B20-116, B20-121, and B21-008.</i>
<input checked="" 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.

			City Council Findings	<i>No performance bond is needed as all improvements are complete. All necessary elements and improvements specified in the Phased Development Agreement are complete. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 20565 (recorded under Instrument #67699) was approved by City Council on December 11th, 2020. The City has received payment for the total \$249,274.06 in-lieu fee for the community housing contribution specified in FAR Exceedance Agreement #20475 (recorded under Instrument #669581).</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.
			City Council Findings	<i>All necessary elements and improvements specified in the Phased Development Agreement are complete. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 20565 (recorded under Instrument #67699) was approved by City Council on December 11th, 2020. The City has received payment for the total \$249,274.06 in-lieu fee for the community housing contribution specified in FAR Exceedance Agreement #20475 (recorded under Instrument #669581).</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.
			City Council Findings	<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 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.

			<p>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 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>
			<p>City Council Findings</p> <p><i>Standard #1 has been as the townhomes and townhouse sublots comply with all dimensional standards required in the GR-L Zone. Standards #2-5 are not applicable. Standard #6 has been met as the development site has 201 feet of street frontage along Bird Drive.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <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. 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>City Council Findings</p> <p><i>This Townhouse Subdivision application does not create a new block. This requirement is not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.H</p> <p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;

			<p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the 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>
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				<p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters 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>
			City Council Findings	<i>This Townhouse Subdivision does not create new street, public road, or bridge. The townhomes are accessed from shared private driveway. 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>
			City Council Findings	<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 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,</p>

			<p>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>
		City Council Findings	<i>All required and existing easements have been provided and shown on the plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <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>
		City Council Findings	<i>The development is connected to the municipal sewer system. The development's sewer services have been completed to the satisfaction of City Departments. The total water and sewer system is private from point of connection with the main on Bird Drive. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water main and the sewer lines serving sublots 1-10 and common area irrigation, in accordance with the Planned Townhouse Subdivision Agreement, recorded under Instrument Number 672296, records of Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.L</p> <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</p>

				Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			City Council Findings	<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. The total water and sewer system is private from point of connection with the main on Bird Drive. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water main and the sewer lines serving sublots 1-10 and common area irrigation, in accordance with the Planned Townhouse Subdivision Agreement, recorded under Instrument Number 672296, records of Blaine County, Idaho.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			City Council Findings	<i>This standard is not applicable as the subplot is within a 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 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.

				<p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			City Council Findings	<i>The project's grading improvements were reviewed and approved by City Departments through Design Review Application File No. P19-140, Right-of-Way Encroachment Agreement 20565, and Building Permits B20-033, B20-35, B20-066, B20-116, B20-121, and B21-008.</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>
			City Council Findings	<i>The project's drainage improvements were reviewed and approved by City Departments through Design Review Application File No. P19-140, Right-of-Way Encroachment Agreement 20565, and Building Permits B20-033, B20-35, B20-066, B20-116, B20-121, and B21-008.</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>
			City Council Findings	<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 limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			City Council Findings	<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	<p>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.</p>

			City Council Findings	<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.
			City Council Findings	<i>N/A. No existing natural features that would have enhanced the attractiveness of the townhome subdivision were present on Lot 5AA. 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 Preliminary 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 West Ketchum Residences 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, August 2nd, 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The Covenants, Conditions, and Restrictions (CC&R’s) shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the CC&R’s.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey

Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

6. The applicant shall provide a copy of the recorded Final Plat and the associated 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 West Ketchum Residences townhome development, including the final plat, is subject to Design Review Application File No. P19-140, Townhouse Subdivision Preliminary Plat Application File No. P19-141, Phased Townhouse Subdivision Development Agreement Contract #20501, FAR Exceedance Agreement Contract #20475, Right-of-Way Encroachment Agreement 20565, and Building Permits B20-033, B20-35, B20-066, B20-116, B20-121, and B21-008.

Findings of Fact **adopted** this 2nd day of August 2021

Neil Bradshaw, Mayor

Tara Fenwick, City Clerk



City of Ketchum
Planning & Building

CERTIFIED COMPLETE
7-9-21
Final Plat

OFFICIAL USE ONLY	
Application Number:	P21-046
Date Received:	7-6-21
By:	mf
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: West Ketchum Residences			
Owner of Record: West Ketchum Residences, LLC c/o Robert Parker, VP Companies			
Address of Owner: PO Box 284, Sun Valley, ID 83353			
Representative of Owner: Sean Flynn / Galena Engineering			
Legal Description: Lot 5AA, Block 1, Bavarian Village Subdivision			
Street Address: 156 Wick Strasse Drive			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 10 townhouse sublots			
Total Land Area: 47,338 sf			
Current Zoning District: GR-H			
Proposed Zoning District: GR-H			
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: N/A			
Easements to be dedicated on the final plat: Utility Easements			
Briefly describe the improvements to be installed prior to final plat approval: Water, sewer, and driveway improvements; each unit will be constructed and obtain c/o prior to final plat approval.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

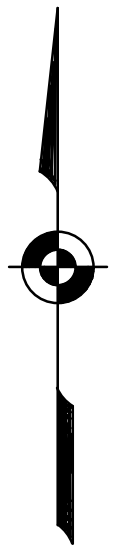
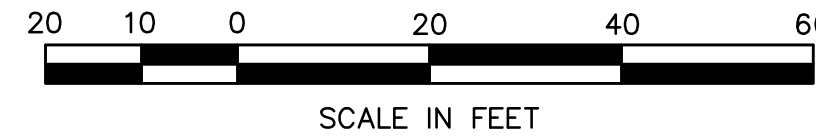
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe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

Sean Flynn w/ Galena Engineering 07/09/21
Applicant Signature Date

A PLAT SHOWING WEST KETCHUM RESIDENCES

WHEREIN LOT 5AA, BLOCK 1, BAVARIAN VILLAGE SUBDIVISION IS REPLATTD INTO TOWNHOMES AS SHOWN
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JULY 2021



SCALE: 1" = 20'

BLAINE COUNTY GIS
"PINES"
NO CAP
S07° 15' 48"E 875.43'
N13° 51' 08"W 1084.67'

BLAINE COUNTY GIS
"WILLIAMS"
NO CAP
S38° 53' 33"E 237.33'
TRUE POINT OF BEGINNING
LS11779

SMOKEY
LANE
CONDOMINIUM

HOURGLASS
TOWNHOMES
PHASES
1 & 2

AUTUMN WOODS TOWNHOMES
SUBDIVISION PHASES I & II

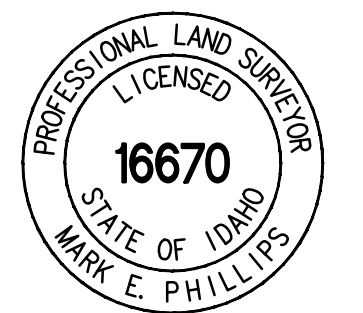
SUMMIT RIDGE
TOWNHOMES

Line Table		
Line #	Length	Direction
L1	30.48	N83° 51' 48"E
L2	30.48	N83° 51' 48"E
L3	18.00	N00° 34' 48"E
L4	20.00	S89° 25' 12"E
L5	18.00	S00° 34' 48"W
L6	30.48	N82° 42' 12"W
L7	30.48	S82° 42' 12"E
L8	30.48	N83° 51' 48"E
L9	30.48	S83° 51' 48"W
L10	30.48	N83° 51' 48"E
L11	30.48	S83° 51' 48"W
L12	30.48	S82° 42' 12"W
L13	30.48	N82° 42' 12"E
L14	18.46	N14° 25' 12"E
L15	18.46	N13° 15' 36"W
L16	11.17	S89° 25' 12"E
L17	9.17	S00° 34' 48"W
L18	11.17	N89° 25' 12"W
L19	9.17	N00° 34' 48"E

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	18.35'	28.00'	37° 32' 57"	9.52'	18.02'	N71° 48' 20"E
C2	25.63'	28.00'	52° 27' 03"	13.79'	24.75'	N26° 48' 20"E
C3	25.44'	28.00'	52° 03' 15"	13.67'	24.57'	S25° 26' 49"E
C4	18.54'	28.00'	37° 56' 45"	9.63'	18.21'	S70° 26' 49"E
C5	26.85'	28.00'	54° 56' 31"	14.56'	25.83'	N63° 06' 33"E
C6	14.24'	28.00'	29° 08' 17"	7.28'	14.09'	N74° 51' 03"W
C7	15.61'	28.00'	31° 56' 36"	8.01'	15.41'	N73° 26' 54"W
C8	15.39'	28.00'	31° 30' 07"	7.90'	15.20'	S74° 49' 45"W

- LEGEND**
- Property Line
 - Adjoiner's Lot Line
 - Easements per Instrument Numbers 660648, 660804, 661177, & 661178 (See Note 3)
 - Proposed Paver & Hydronic Heating Maintenance Easement (See Note 5 and Detail on Page 2)
 - Easement, type & width as shown
 - Building Setback
 - GIS Tie Line
 - Found 1/2" Rebar
 - Found 5/8" Rebar
 - Set 5/8" Rebar, PLS 16670
 - Set 3/4" Brass Tag and Nail, PLS 16670

SEE NOTES ON PAGE 2



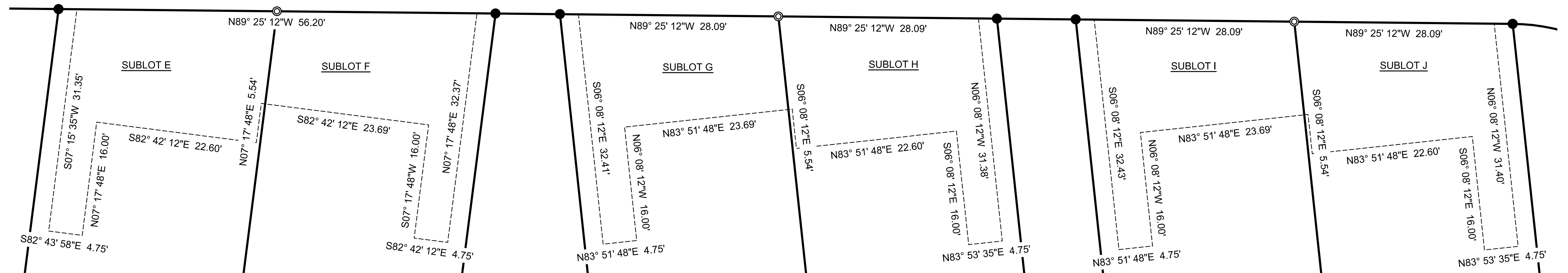
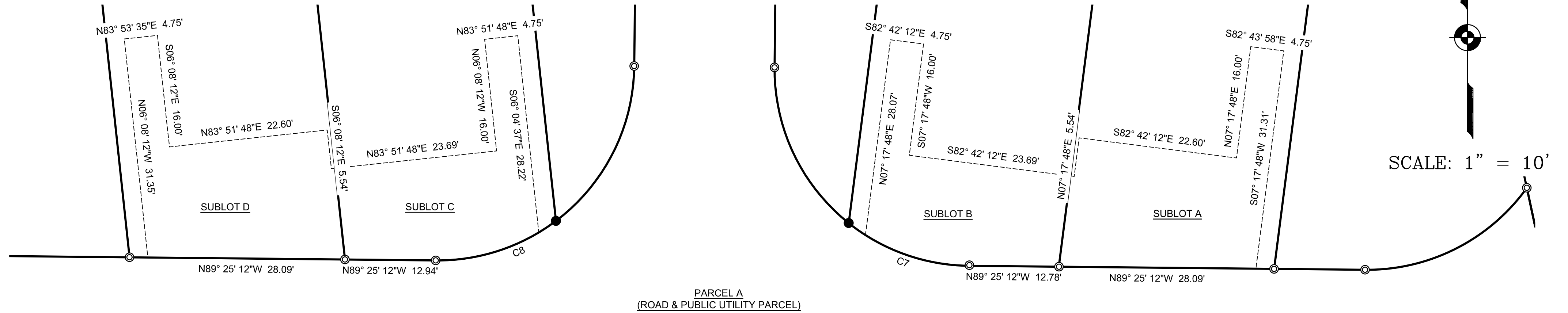
MARK E. PHILLIPS, P.L.S. 16670

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

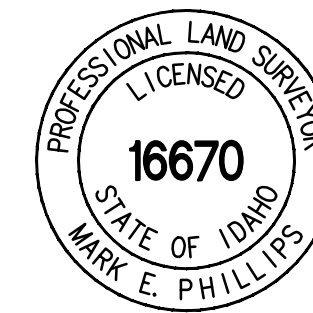
WEST KETCHUM RESIDENCES
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 3
Job No. 7818

A PLAT SHOWING WEST KETCHUM RESIDENCES



SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to replat Lot 5AA, Block 1, Bavarian Village Subdivision, into Townhome Sublots as shown hereon. The boundary shown is based on found monuments and the recorded plat of Lot 5AA, Block 1, Bavarian Village Subdivision, Instrument Number 669537, records of Blaine County, Idaho. All found monuments have been accepted. Additional Documents used in the course of this survey include; Bavarian Village Subdivision: Lots 3A, 4A, 5A, 6A, 7A & 8A, Instrument Number 631181, and Bavarian Village Subdivision, Instrument Number 139821, both records of Blaine County, Idaho.
2. An ALTA Commitment for Title Insurance for Lots 5A, 6A, 7A, & 8A, Bavarian Village Subdivision, has been issued by Stewart Title Guaranty Company, File Number 1921742, with a Commitment Date of August 1, 2019. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
3. The 10' Public Utility Easement extending from the Northeast Corner of the subject property, along Bird Drive, to the Southeast Corner of the subject property as shown hereon will encompass Utility Easements per Instrument Numbers 660648, 660804, 661177, & 661178, records of Blaine County, Idaho.
4. Should repairs be required on any part of the public sewer main, the City of Ketchum will not be responsible for repair or replacement of pavers, landscaping, or heating system.
5. A Paver & Hydronic Heating Maintenance Easement shall be created as shown hereon on all Sublots, being the paver areas for garage accesses and front entry walkways. The H.O.A. will maintain this system. See detail on this page.
6. A Landscape Easement shall be created hereon between all Sublot lines and the exterior footprints of each structure on said Sublots.
7. The West Ketchum Residences Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement are recorded under Instrument Number _____, records of Blaine County, Idaho.
8. The Private Access Parcel (Parcel A) is designated as a fire lane. A clear zone of 20' shall be maintained at all times.
9. Parcel A is reserved for Common Access, Public Utilities, and Snow Storage to benefit and be maintained by Townhome Sublots within this subdivision. This area is unbuildable except for ingress/egress or utilities. Costs for utilities, snow removal, onsite street maintenance, and maintenance of Parcel A shall be shared on a pro rata basis between the Sublots.
10. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
11. All Townhome Sublot owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, telephone, natural gas and electrical lines over, under, and across each Sublot for the repair, maintenance, and replacement thereof.
12. The owner/subdivider is West Ketchum Residences, LLC c/o Robert Parker, PO Box 284, Sun Valley, ID 83353. The surveyor/representative is Mark Phillips, Galena Engineering Inc., 317 N River Street, Hailey, ID 83333.
13. The Current Zoning is GR-H. Refer to the City of Ketchum Zoning Code for more information about this zone.
14. Refer to the Engineering Base Drawing, prepared by Galena Engineering, Inc., for existing conditions and proposed improvements.
15. A 1' access easement exists as shown here on adjacent to Parcel A to benefit all Sublot owners and the H.O.A.
16. The total water and sewer system is private from point of connection with the main on Bird Drive. Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines and the sewer lines serving Sublots A-J and the common area irrigation, in accordance with the Planned Townhouse Subdivision Agreement, recorded under Instrument Number 672296, records of Blaine County, Idaho.



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

WEST KETCHUM RESIDENCES
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 2 OF 3
 Job No. 7818



WARRANTY DEED

FOR VALUE RECEIVED

Mc&W, LLC, an Idaho Limited Liability Company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

West Ketchum Residences, LLC, an Idaho Limited Liability Company

the Grantee, whose current address is: P.O. Box 284 Ketchum, ID 83340

the following described premises, to-wit:

Lots 5A, 6A, 7A, 8A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, 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 2 day of April, 2020.

Mc&W, LLC, an Idaho Limited Liability Company

W.W. McDowell

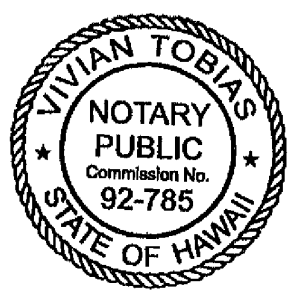
Willard W. McDowell, Member

State of Hawaii
County of Hawaii

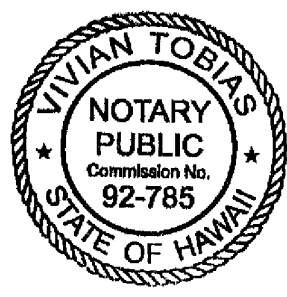
This record was acknowledged before me on 2 day of April, 2020, by Willard W. McDowell, Member of Mc&W, LLC.

Vivian Tobias
Notary Public Vivian Tobias
My Commission Expires: 11/19/20

(STAMP)



NOTARY CERTIFICATION	
Doc. Date: <u>4/2/20</u>	# Pages: <u>2</u>
Name: <u>Vivian Tobias</u>	Third Circuit
Doc. Description: <u>Warranty Deed Blaine County, Idaho</u>	
Signature: <u>Vivian Tobias</u>	
Date: <u>4/2/20</u>	



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:

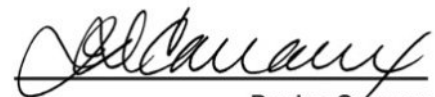

Authorized Countersignature

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





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.

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

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File No. 1921742

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 3

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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File No. 1921742

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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AMERICAN
LAND TITLE
ASSOCIATION

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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File No. 1921742

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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AMERICAN
LAND TITLE
ASSOCIATION

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: N/A
Loan ID Number: N/A
Commitment Number: 1921742
Issuing Office File Number: 1921742
Property Address: 156 Wick Strasse, Ketchum, ID 83340
154 Bird Dr., Ketchum, ID 83340
152 Bird Dr., Ketchum, ID 83340
150 Bird Dr., Ketchum, ID 83340
Revision Number:

1. Commitment Date: August 01, 2019 at 8:00 A.M.

2. Policy to be issued:		Proposed Policy Amount
(a) ALTA Owner's Policy	Standard	\$1,900,000.00
Proposed Insured:	VP Companies, Inc., an Idaho Corporation	
(b) ALTA Loan Policy	Standard	
Proposed Insured:		

3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple

4. The Title is, at the Commitment Date, vested in:
Esther Hamilton, Trustee of the Testamentary Trust of Glenn Harlow Hamilton, Deceased (Lot 5A) and Thomas P Ziegler, Trustee of the Thomas P. Ziegler Trust (Lot 6A) and BV, LLC, an Idaho Limited Liability Company (Lot 7A and 8A)

5. The Land is described as follows:
Lots 5A, 6A, 7A, 8A, Block 1 of BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A, as shown on the official plat thereof recorded as Instrument No. 631181, records of Blaine County, Idaho.

STATEMENT OF CHARGES
 These charges are due and payable before a policy can be issued
 Owner's Policy: \$4,580.00
 Underwriter remittance \$549.60

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 1921742

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of the **Testamentary Trust of Glenn Harlow Hamilton**, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
6. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of the **Thomas P. Ziegler Trust**, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
7. The Company requires for its review satisfactory copy of the Operating Agreement and the regulations of the limited liability company, any amendment thereof and satisfactory evidence of authority of the officers, managers, or members to execute the documents for **BV, LLC**.
8. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
9. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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

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File No. 1921742

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1

AMERICAN
LAND TITLE
ASSOCIATION

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1921742

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (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.
7. 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.
8. 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.
9. General taxes for the year 2019 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2018, a lien in the amount of \$2,698.50, which are paid in full. (Parcel No. RPK0420000005A)

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File No. 1921742

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Note: General taxes for the year 2018, a lien in the amount of \$2,698.50, which are paid in full. (Parcel No. RPK042000006A)

Note: General taxes for the year 2018, a lien in the amount of \$2,698.50, which are paid in full. (Parcel No. RPK042000007A)

Note: General taxes for the year 2018, a lien in the amount of \$2,698.50, which are paid in full. (Parcel No. RPK042000008A)

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Levies and Assessments of BV Subdivision Homeowners Association, Inc.
13. Easements, if any, for public utilities pipelines or facilities installed in any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.
14. Notes, Easements and Restrictions as shown on the plat of Bavarian Village Subdivision, recorded August 2, 1971 as [Instrument No. 139821](#), records of Blaine County, Idaho.
15. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Declaration Covenants, Conditions and Restrictions of Bavarian Village Subdivision recorded May 20, 2019 as [Instrument No. 660172](#), records of Blaine County, Idaho.
16. Easement, including the terms and provisions thereof in favor of Idaho Power Company, recorded June 7, 2019 as [Instrument No. 660648](#), records of Blaine County, Idaho.
17. Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded June 14, 2019 as [Instrument No. 660803](#), records of Blaine County, Idaho.
18. Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded June 14, 2019 as [Instrument No. 660804](#), records of Blaine County, Idaho.
19. Easement, including the terms and provisions thereof, in favor of Intermountain Gas Company, recorded June 27, 2019 as [Instrument No. 661177](#), records of Blaine County, Idaho.
20. Easement, including the terms and provisions thereof, in favor of Intermountain Gas Company, recorded June 27, 2019 as [Instrument No. 661178](#), records of Blaine County, Idaho.
21. Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded June 28, 2019 as [Instrument No. 661188](#), records of Blaine County, Idaho.

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File No. 1921742

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

22. 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.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

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

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

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File No. 1921742

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ASSOCIATION

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WEST KETCHUM RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ day of _____, 2020, by West Ketchum Residences, LLC, an Idaho limited liability company (“Declarant”).

RECITALS

THIS DECLARATION IS MADE in contemplation and furtherance of the following:

A. Declarant is the owner of certain real property in the City of Ketchum, Blaine County, Idaho, known as WEST KETCHUM RESIDENCES, according to the official plat thereof, recorded in the records of Blaine County, Idaho.

B. Consistent with all applicable ordinances of the City of Ketchum, and the Covenants, Conditions and Restrictions herein provided for, Declarant intends to develop and construct ten (10) Townhome Sublots, Townhome Units, and related Common Areas on the property contained within West Ketchum Residences, in such phases and at such times as Declarant determines.

DECLARATION

Declarant hereby declares that all of the property within West Ketchum Residences, including all Townhome Sublots, Townhome Units, and Common Areas now or hereafter situated therein, and all improvements constructed and installed thereon, shall be held, conveyed, encumbered, leased, and used subject to the covenants, conditions, restrictions and equitable servitudes hereinafter set forth, all of which shall run with title to said real property and be binding upon, and benefit, all parties presently owning, or hereafter acquiring any right, title or interest therein, or to any part thereof.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meaning:

Section 1.1 “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 1.2 "Assessments" shall mean all annual and special assessments described in Article VI.

Section 1.3 "Association" shall mean and refer to West Ketchum Residences Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 1.4 "Board of Directors" shall mean and refer to the Board of Directors of the Association, as provided for and governed by the Articles and Bylaws.

Section 1.5 "Bylaws" shall mean and refer to the Bylaws duly adopted for the Association, as the same may be amended from time to time.

Section 1.6 "Common Area" shall mean all property so designated on the official subdivision plat for the townhome subdivision under the purview of this Declaration, and all other real property hereafter owned or leased by the Association for such common purposes, or in which the Association acquires a license or an easement.

Section 1.7 "Design Review Committee" shall mean the committee which may, at the discretion of the Board, be created pursuant to Article VII hereof, and may be hereinafter referred to as the "DRC."

Section 1.8 "Improvement" shall mean and refer to all Townhome Units, other structures and landscaping proposed for, or constructed or installed on, any Sublot or Common Area, and all subsequent additions and exterior alterations thereto.

Section 1.9 "Member" shall mean a member of the Association, who shall be an Owner of a Sublot and shall qualify for membership in the Association in the manner set forth in the Articles, Bylaws and Article V hereof. There shall be only one (1) membership in the Association for each Sublot.

Section 1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Sublot; provided, however, that the term "Owner" shall not include those having only a security interest in an Sublot through a lien, encumbrance, deed of trust, mortgage, or other similar security instrument.

Section 1.11 "Party Wall" shall mean and refer to any structural bearing wall, including the footings on which it is situated, or any portion of said wall, which separates, and is shared by, two Townhome Units within the Subdivision, and which wall is used in common by, and is incorporated into, said two Townhome Units.

Section 1.12 "Plat" shall mean and refer to the official recorded final plat of West Ketchum Residences.

Section 1.13 "Subdivision" or "Townhome Subdivision" shall mean and refer to West Ketchum Residences.

Section 1.14 "Sublots," "Townhome Sublots" or "Townhouse Sublots" shall interchangeably mean and refer to Sublots shown on the official plat the Subdivision, expressly including all ten (10) sublots shown on the Plat of West Ketchum Residences.

Section 1.15 "Townhome" or "Townhome Unit" shall interchangeably mean and refer to a single-family townhome or townhouse residential unit, as defined in the subdivision ordinance and zoning ordinance of the City of Ketchum, which is constructed and maintained on a Sublot, and is subject to this Declaration.

ARTICLE II PROJECT DEVELOPMENT

Section 2.1 Declarant Construction Activities. The covenants, conditions and restrictions contained herein shall not apply to normal construction activities during the completion of Common Area improvements, or to the construction of Townhomes and related Improvements by the Declarant, its assignees and successors, employees or contractors, upon any Sublot or Common Area, provided that such Townhomes and other Improvements have, prior to the commencement of construction, received the approval of the City of Ketchum. Further, no such construction activity shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary construction structures, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence; conforms to usual construction practices in the area; and complies with all provisions of the Ketchum City Code regulating construction activities.

Section 2.2 Project Development. Declarant, or its successor or assigns, shall construct, or cause to be constructed a Townhome on each Sublot, and all Common Area Improvements, pursuant to plans and specifications approved by the City of Ketchum, Idaho. Such construction may be completed in such phases and at such times as Declarant, its assignees or successors, determines.

ARTICLE III GENERAL RESTRICTIONS AND PROVISIONS

Section 3.1 Residential Purposes. Each Sublot shall be restricted exclusively to a single-family Townhome residence, landscaping, accessory uses and Improvements. No modular home, manufactured home, trailer, mobile home, camper, motorhome, recreational vehicle, tent, shack, carport, garage or other similar vehicle, structure or improvement shall be used as a residence, either temporarily or permanently, on any Sublot. Each Townhome shall include garaged parking for two (2) automobiles. All Sublots, and the Townhomes, landscaping and Improvements thereon, shall be kept and maintained in good condition and repair at all times.

Section 3.2 DRC Approval. All Townhomes and other Improvements and landscape constructed, erected or installed on any Sublot or Common Area, and all subsequent modifications, removals, extensions and expansions thereof, and all exterior alterations, attachments, accessories and appurtenances thereto, shall be consistent with the provisions of this Declaration, and shall not be undertaken, commenced, constructed or installed without the prior written approval of the DRC, unless expressly exempted from such approval by the terms of this Declaration.

Section 3.3 Party Walls. To the extent that any two Townhomes are connected by, or share, a common bearing wall ("Party Wall"), the following provisions shall govern the use, maintenance, repair and restoration thereof:

- A. Each Townhome sharing a Party Wall shall be encumbered by an easement hereby granted and created over, under and across said Townhome, and the Sublot on which it is situated, for the purpose of providing such access as may be reasonably necessary to permit the Association and the Owner of the other Townhome sharing said Party Wall, and their respective agents and contractors, to maintain the integrity of the Party Wall, and to repair and restore it as necessary.
- B. Should any Party Wall be damaged or destroyed by the negligence or other act or omission of the Owner of one of the Townhomes sharing the same, or said Owner's agents, employees or guests, said Owner shall be liable, at its sole cost and expense, for all necessary repairs or restoration of said Party Wall, and related damage to any Townhome; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Townhome sharing said Party wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Party Wall and related damages. All repairs or restorations to be completed pursuant to this subparagraph shall be promptly completed to the

reasonable satisfaction of the Association and its Design Review Committee.

- C. Should any Party Wall be damaged or destroyed by any cause other than the negligence, act or omission of the Owner of either Townhome sharing said Party wall, or said Owner's agents, employees or guests, the Owners of the two Townhomes sharing said Party Wall shall jointly be liable for all necessary repairs or restoration of said Party Wall, and related Townhome damage; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Townhome sharing said Party Wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Party Wall and related damages. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the Association and its Design Review Committee.
- D. The Owners shall maintain customary and usual casualty and liability insurance. Such policies may be joint or separate as may be available from reputable insurance carriers. If and to the extent the premiums for such contents insurance can be separately determined, each Owner shall pay the separate premium for his or her contents coverage. If the premiums cannot be separately determined, the Owners shall share the insurance expense equally. Casualty and liability insurance premiums shall be shared equally.
- E. Should any party fail or refuse to complete the Party Wall repairs or restorations imposed upon it by this section, the Association, after giving written notice to said party of its intention to do so, may undertake said repairs or restorations, and be entitled to reimbursement for all costs incurred in connection therewith from said party. Such reimbursement shall be made within thirty (30) days after the Association has completed the work and presented said party with a statement and demand for payment setting forth all costs incurred.
- F. In the event of a dispute or controversy between the Owners of Townhomes sharing a Party Wall, as to any matter within or arising out of the provisions of this Section 3.3, or the respective use, maintenance, repair, or replacement of said Party Wall, such dispute or controversy shall be submitted to binding arbitration under the Uniform Arbitration Act, as enacted in the State of Idaho, Idaho Code § 7-901 et seq.

Section 3.4 Construction Site. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Declarant, during any period of construction of a Townhome on any Sublot, to maintain upon said Sublot such facilities as may be reasonably required, convenient or incidental to construction or sales activities, including, without limitation, construction equipment, materials storage area, temporary construction shed or trailer, or Townhome sales office.

Section 3.5 Routine Exterior Townhome Maintenance. In accordance with, and subject to the provisions of Section 5.7 and Article VII, the Association shall keep the exterior of the Townhome, and the landscaping and improvements on the Sublot on which the Townhome is situated, in good condition and repair. Without limiting the foregoing, Association shall, as necessary, repair, replace, repaint and otherwise keep in excellent condition all landscaping and exterior Townhome surfaces, including siding and trim; roofing element and materials; patios and decks; and exterior windows. It is the intent of this provision that each Townhome and Sublot be at all times maintained at a level which is consistent with the condition of other Townhomes within the Subdivision. Notwithstanding the foregoing, in the event that the need for maintenance or repair of a Townhome is caused through or by the negligent or willful act or omission of a Townhome Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance or repair shall be a personal obligation of such Townhome Unit Owner; and, if the Townhome Unit Owner fails to repay the expenses incurred by the Association within fifteen (15) days after notice to the Townhome Unit Owner of the amount owed, then the failure to so repay shall be a default by the Townhome Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Townhome Unit, enforceable by the Association in accordance with this Declaration.

Section 3.6 Animals and Pets. No animals of any kind shall be raised, bred or kept in or on any Townhome or Sublot, except dogs, cats, or similar household pets which are not kept, bred or maintained for any commercial purpose, do not endanger the health of other residents, are not allowed off the Sublot of the pet's owner except when leashed or under someone's direct control, and do not, in the sole determination of the Association, unreasonably disturb the occupants of any other Townhome, or otherwise constitute a nuisance.

Section 3.7 Signs and Business Activities. No advertising signs, billboards, commercial equipment, materials or supplies shall be erected, placed or permitted to remain on any Sublot or Common Area; provided, however, that this provision shall not prohibit the Declarant from erecting and maintaining temporary "for sale" signage while the Declarant still has Sublots and Townhomes for sale, nor shall it preclude the erection and maintenance of any directional or monument signs within the signage easements shown on the Plat

or referenced in the Plat notes. All non-Declarant owned Townhomes are prohibited from placing any signage on the Property.

Section 3.8 Service Facilities. Storage of all garbage cans, recycling bins, lawn or landscape maintenance equipment and similar items shall be enclosed within garages to conceal them from the view of neighboring Sublots and streets.

Section 3.9 Nuisances. No nuisances, as determined by the Association or as defined in the ordinances of the City of Ketchum, shall be allowed to occur or exist on any Sublot. Without limiting the foregoing, no rubbish, waste or debris shall be stored or accumulated on any Sublot, nor shall any noise, odor or conduct be permitted to emanate from or occur on any Sublot which is unreasonably offensive or detrimental to any other Sublots, or its occupants; including but not limited to barking, loud music and power tools.

Section 3.10 Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed, on any Townhome, Sublot or Common Area which are illegal or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no fireworks or firearms shall be discharged upon any Townhome, Sublot or Common Area and no open fires shall be permitted; provided, however, that fires are allowed within individual outdoor gas fire pits.

Section 3.11 Vehicle and Equipment Parking & Storage. Unless contained within a permitted and conforming to the provision of this Declaration garage, structure or screened area, no unsightly vehicles or equipment or equipment shall be stored, parked or otherwise permitted to remain on any Sublot for any period exceeding 24 hours, including, without limitation, trailers, campers, motorhomes, boats, jet skis, all-terrain vehicles, golf carts, snowmobiles, tractors, inoperable vehicles or equipment.

Section 3.12 Utilities. All utility service lines shall be underground, and shall conform to applicable code requirements. Approval of the DRC prior to installation shall not be required. Television satellite dishes are not considered Utilities and require approval from DRC.

Section 3.13 Subdivision. Except as expressly provided for in Section 5.7 of this Declaration, platted Sublots and Common Area shall not be further subdivided, and no portion of any Sublot may be sold separately from the rest of that Sublot.

Section 3.14 Drainage. There shall be no interference with established drainage patterns or platted drainage easements over any Sublot unless adequate provision is made for alternative drainage and is approved by the beneficiary of such easement and by the DRC. No structure, fence, planting, fill

or other materials shall be placed or permitted to remain which may obstruct or retard the flow of water through established drainage channels.

Section 3.15. Plat. All development proposed for a Sublot and/or Common Area shall be in compliance with the official, recorded Plat for the Subdivision, including all Plat notes.

Section 3.16 Snow Storage Easements. Every Owner, by accepting a deed to the Sublot, is deemed to grant unto the Association an easement over all portions of said Sublot not improved with a building, structure or driveway, exclusively for the purpose of permitting the temporary deposit thereon of snow removed from Common Areas and Sublots by the Association or its contractors and employees.

Section 3.17 Landscape Preservation. Without approval of the Board of Directors, no trees shall be removed or replaced within any Sublot or Common Areas; provided, however, that should any Owner petition the Board of Directors for the removal of any trees or shrubs in the Common Area which unreasonably impair significant view corridors from the petitioner's Unit, the Board shall consider the petition and cause removal of the subject trees and shrubs if necessary.

ARTICLE IV COMMON AREA

Section 4.1 Conveyance to the Association. For this subdivision, the Declarant, its successors or assigns, at their sole cost and expense, shall landscape, improve, or make appropriate provision for such landscaping improvement of, the Common Area situated therein in a manner consistent with the Plat and development plans therefore which have been approved by the City of Ketchum, and shall thereafter deed the same to the Association, and the Association shall accept title to the same, at no cost to it, subject only to encumbrances of record. Common Area improvements, and its conveyance to the Association, may be completed by the Declarant in phases, consistent with development of the Townhomes.

Section 4.2 Enjoyment of Common Area. Subject to the exclusive rights and obligations of the Association to manage it, as set forth in Article V, each Owner shall have a non-exclusive right to use and enjoy, in common with all other Owners, any Common Area owned by the Association, and such right shall be appurtenant to and pass with the title to each Sublot.

ARTICLE V THE ASSOCIATION

Section 5.1 Establishment. The Association shall be incorporated under the laws of the State of Idaho as a non-profit membership corporation as West Ketchum Residences Owners Association, Inc. All references herein to the Association shall be to said corporation.

Section 5.2 Articles and Bylaws. Declarant shall adopt initial Articles of Incorporation for the Association, and will propose initial Bylaws for adoption by the Board of Directors of the Association to provide for the administration and governance of the Association, and for other purposes not inconsistent with this Declaration. In the event of conflict between this Declaration and Articles and Bylaws of the Association, the provisions of this Declaration shall prevail.

Section 5.3 Board of Directors. The Association shall be managed by a Board of Directors all of whom shall be Members of the Association. Their number, and the manner by which they are to be elected and function, shall be set forth in the Bylaws of the Association.

Section 5.4 Membership. Every Owner shall be entitled and required to be a Member of the Association. If title to a Sublot is held by more than one person or entity, the membership related to that Sublot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Sublot is held. An Owner shall be entitled to one membership for each Sublot owned by that Owner. No person or entity other than an Owner may be a member of the Association.

Section 5.5 Voting Rights. The Association shall have two (2) classes of membership, as follows:

- A. Class A Members shall be all Owners except the Declarant, and each Class A Member shall be entitled to one (1) vote for each Sublot owned. When more than one person holds an interest in any Sublot, all such persons shall be Members, but the vote appurtenant to the Sublot owned by them shall be exercised as the joint Owners may decide among themselves, but in no event shall more than one (1) vote be cast with respect to any Sublot.
- B. Class B Member shall be limited to the Declarant and its assignees, if any designated as provided for herein, who shall be entitled to five (5) votes for each Sublot owned by them from the date each such Sublot was initially created by recordation of the Subdivision until sold to another Owner, after which the membership appurtenant to that Sublot shall become a Class A membership in the name of the Buyer.

- C. Unless otherwise provided herein, or in the Articles of Incorporation or Bylaws of the Association, decisions of the Association to be made by a vote of the Members shall be determined by a simple majority of the votes cast by Members voting, in person or by proxy, at a duly constituted meeting of the Members at which a quorum of Members representing at least fifty percent (50%) of the total authorized votes of all Members is present.

Section 5.6 Cumulative Voting. In any election of the members of the Board of Directors, each Member entitled to vote at such election shall have the right to cumulative voting for each director to be elected, and to thereby give one candidate, or divide among any number of the candidates, the number of votes equal to the total number of votes to which that Member is entitled to vote for all Directors to be elected. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

Section 5.7 Management of the Sublots and Common Area. The Association shall be responsible for exclusive management of the Common Area owned by it, consistent with the rights of the Owners to use and enjoy said Common Area set forth in Article IV and may assert exclusive management of the exterior of Improvements on Sublots. Without limitation, the Association's management of Common Area and of the exterior of Improvements on Sublots shall include the following rights and obligations:

- A. The Common Area, and all Improvements situated thereon, shall be kept by the Association in good condition and repair, reasonably free from debris and obstructions.
- B. The Paver and Hydronic Heating System as identified on the Plat as the Paver and Hydronic Heating Maintenance Easement shall be kept by the Association in good condition, operation and repair.
- C. Once the initial landscaping for the Common Area and each Sublot, including an appropriate irrigation system, has been completed by the Declarant, the Association shall, without further approval from the DRC, maintain, repair or replace, as necessary, plantings, landscape elements and the irrigation systems, unless such work changes the essential character or scope of the landscaping, and includes additional impacts on any other Sublots, including impacts on view corridors, in which case such work shall first be required to receive DRC approval prior to commencement. All landscaping shall at all times be properly maintained and irrigated.
- D. The Association shall be responsible for the removal of accumulated snow, in a timely manner as necessary following snowfall events, from all access roads, driveways, parking areas,

Townhome accesses, sidewalks and improved pathways within the Subdivision, including Common Areas and Sublots.

- E. Unless otherwise agreed to in writing by the Board of Directors of the Association, all landscaping in the Common Area and on Sublots, including the planting, watering, replacement and maintenance of lawns, shrubs, trees, flowers and other vegetation and landscaping features and facilities, shall be within the sole responsibility and jurisdiction of the Association, the costs and expense of which shall be included by the Association in the calculation of its annual and/or special assessments.
- F. Unless otherwise agreed to in writing by the Board of Directors or otherwise provided in this Declaration, the Association may from time to time assert exclusive control over and responsibility for the exterior maintenance and repair of Improvements within Sublots, including painting, the cost and expense of which shall be included by the Association in the calculation of its annual and/or special assessments.
- G. The Association shall keep the Common Area and its Improvements fully insured as provided for in Article VIII.
- H. The Association shall pay, when due, and not permit to become delinquent, all real property taxes and assessments levied against the Common Area for the period commencing on the date title to the Common Area is conveyed to the Association, and continuing thereafter for so long as it remains in the ownership of the Association.
- I. The Association may, from time to time, further modify, improve or equip the Common Area for the benefit of the Owners, and make such assessments or borrow such funds therefore as it deems necessary or appropriate, subject to the provisions and limitations set forth herein.
- J. The Association shall have the right to charge or assess reasonable user fees or assessments which may become necessary to defray costs incurred or to be incurred by the Association for improvement, operation or maintenance of any Common Area owned or hereafter acquired by the Association.
- K. The Association shall have the right to dedicate or transfer all or any part of the Common Area, or any interest therein, to any person, entity, public agency, authority or utility for such purposes and subject to such conditions as the Board of Directors of the

Association may deem appropriate. Notwithstanding the foregoing, no conveyance of any portion of the Common Area in excess of 3,000 square feet shall be authorized or completed by the Association without the prior affirmative vote of not less than two-thirds of the total authorized votes of all Members, nor shall the Association be entitled to re-subdivide any portion of the Common Area for the purpose of establishing any additional Sublots or development parcels without the prior written consent of all members.

Section 5.8 Service Contracts and Personnel. To properly manage its business affairs the Association may enter into service contracts and/or employ personnel as it deems necessary and appropriate. Without limitation, the Association may retain necessary general management services, legal and accounting services, Common Area maintenance and repair services, and professional services as necessary for the DRC to adequately review plans and specifications presented to it for approval, and to assure that all development complies with approved plans, including architectural and engineering reviews and compliance monitoring. The Association may also contract with others to furnish required services for the Common Area, including utilities, snow removal, trash collection, landscaping, public liability insurance and casualty insurance.

Section 5.9 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take judicial action against any Owner to enforce compliance with the provisions of this Declaration, the Design Criteria, and any rule, regulation, assessment or fee duly promulgated or levied by it.

Section 5.10 Implied Rights. The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right and privilege.

Section 5.11 Transfer of Membership. The membership in the Association of each Owner, including Declarant, shall be appurtenant to the Sublot giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the Sublot, and then only to the transferee of title to the Sublot. Any attempt to make a prohibited transfer shall be void and any transfer of title to a Sublot shall operate automatically to transfer the membership in the Association to the new Owner thereof.

Section 5.12 Books and Records. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and

expenditures of the Association, in a form which complies with generally accepted accounting principles. The Board or a majority of the Owners may at any time require an audit prepared by an independent, certified public accountant, which shall be paid for by the Association.

Section 5.13 Inspection of Association Documents, Books and Records. Upon request, the Association shall make available to the Owners, mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, Bylaws and other rules, books, records and financial statements of the Association, including the most recent annual financial statement, if one has been prepared. The term “available,” as used herein, shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances to be determined by the Board of Directors. The Association may require the requesting party to pay a reasonable charge for the reproduction of any document, book or records desired.

Section 5.14 Banking. The Association shall designate an FDIC insured commercial bank with offices in Blaine County, Idaho, as the depository for all funds collected by the Association, and for the transaction of the Association’s banking activities.

ARTICLE VI ASSESSMENTS

Section 6.1 Agreement to Pay Assessments. Declarant, for each Sublot owned by the Declarant, hereby covenants, and each subsequent Owner of any Sublot, by the acceptance of a deed therefore, whether or not it be so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to be bound by the provisions of this Declaration and to pay to the Association the assessments herein provided for. In the case of joint or co-ownerships, this liability shall be joint and several. Such assessments shall be levied against Sublots and collected from time to time in the manner provided for in this Article VI.

Section 6.2 Annual Assessments. Annual assessments against all Sublots are hereby authorized which shall be based upon advance annual estimates of cash requirements by the Association to provide for the payment of all estimated expenses to be incurred in the ensuing twelve-month period in the conduct of the management; taxes; insurance; legal and accounting services; Common Area landscaping installation, irrigation and maintenance; Common Area utilities; repair and replacement of Common Area Improvements and equipment; a reasonable contingency reserve, surplus and/or sinking fund for Common Area capital improvements, replacements and repairs; and any costs incurred by the DRC which are not otherwise defrayed by its design review fee schedule (“Annual Assessments”).

Section 6.3 Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any construction, reconstruction, repair or replacement of Common Area improvements; other similarly unanticipated or emergency expenses duly incurred or to be incurred by the Association for purposes provided in this Declaration; and all other duly incurred expenses of the Association which were not or could not be adequately provided for by the annual assessment ("Special Assessments").

Section 6.4 Apportionment of Assessments. Annual and Special Assessments shall be levied and assessed among the Owners of Sublots, according to the total number of square feet of each Sublot as shown on any Plat which is encumbered by and subject to, this Declaration. Each Owner shall be assessed for each of its Sublots a fraction of the total assessments, the numerator of which fraction shall be the total square footage of said Owner's Sublot(s), and the denominator of which shall be the total square footage of all Sublots in the Subdivision subject to, and within the purview of, this Declaration.

Section 6.5 Individual Assessments. In addition to Annual and Special Assessments, should any reimbursement owed to the Association solely by an Owner pursuant to Sections 3.3 or 3.5 hereof not be paid in the manner and terms set forth in said sections, the Association is hereby authorized to levy and assess against the Sublot for which reimbursement is owed, and Owner thereof, as assessment for the amount owed ("Individual Assessment").

Section 6.6 Notice of Periodic Assessments and Time for Payment. The Board of Directors of the Association shall establish an Annual Assessment for each calendar year, the exact date to be determined by its Board of Directors, and shall further establish Special Assessments and Individual Assessments whenever circumstances in the opinion of the Board of Directors require it. Such assessments shall be payable in the manner and on the dates determined by the Board. The Board shall provide each Owner with notice specifying the amount of the assessment and the date or dates of payment of the same. No payment shall be due and payable less than thirty (30) days after said written notice has been given, and each delinquent assessment shall bear interest at the rate of Fifteen Percent (15%) per annum until paid, commencing thirty (30) days after the date it becomes due and payable. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due and payable in such a case shall be deferred to a date 30 days after such notice has been given.

Section 6.7 Lien of Assessment. All sums duly assessed against any Sublot shall be secured by lien on said Sublot in favor of the Association upon

recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on said Sublot, with exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages deeds of trust or other security instruments perfected and recorded in Blaine County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Blaine County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Sublot and the legal description of said Sublot. Such notice shall be signed by an officer of the Association and may be recorded until there is at least a sixty (60) day delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the State of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorney's fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

Section 6.8 Personal Obligation of Owner. The amount of any assessment against any Sublot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation may be maintained by the Association without foreclosure or waiver of the lien securing the same, and no Owner may avoid or diminish such personal obligation by waiving use and enjoyment of any of the Common Area, or by the sale or abandonment of the Sublot. In any action or effort to collect assessments, the Association shall be entitled to recover costs and attorney fees reasonable incurred in pursuing or prosecuting the same, in addition to all delinquent assessments and accrued interest thereon.

Section 6.9 Personal Liability of Purchasers. Subject to the provisions of Section 6.8, the purchaser of a Sublot shall be jointly and severally liable with the seller for all unpaid assessments appurtenant thereto including any such assessments due and owing prior to said purchaser's acquisition of said Sublot, together with accrued interest thereon and, should legal action or other collection effort be instituted by the Association to collect the same, all costs and attorney fees reasonably incurred in the pursuit or prosecution of said efforts or actions.

ARTICLE VII DESIGN REVIEW

Section 7.1 Design Review and Approval. Except as expressly exempted therefrom by the provisions of this Declaration, no Townhome, Townhome expansion, exterior alteration, or other Improvement shall be constructed, installed or completed until the plans and specifications therefore have been submitted to, and approved in writing by, the Design Review Committee (hereinafter "DRC"). All plans and specifications shall be evaluated by the DRC as to (1) compliance with this Declaration and provisions of any Design Criteria which may hereafter be adopted by the DRC; (2) harmony and compatibility with the external design of other Townhomes; and (3) suitability of the location of any proposed Improvements in relation to surrounding structures, topography, view corridors and existing drainage patterns. Approval by the DRC does not obviate the necessity of receiving all applicable permits and approvals from the City of Ketchum for any such proposed expansion, exterior alteration or Improvement.

Section 7.2 Maintenance, Repairs and Alterations Without DRC Approval. All exterior maintenance, repairs and alterations must be approved by the DRC. Notwithstanding the foregoing the approval of the DRC will not be required for remodeling or renovating the interior of any Townhome, as long as such remodeling or renovation is imperceptible from the exterior, and in no way alters the configuration and architectural features of the exterior, including the size and shape of windows.

Section 7.3 Design Review Committee. The initial Design Review Committee shall consist of three (3) members, appointed by the Association's Board of Directors. Members of the DRC may, but need not be, Owners (including members of the Board), provided that, to the extent reasonably available, at least one (1) member shall be an architect licensed to practice in the State of Idaho, with experience in the design of single family townhome or condominiums in the Ketchum/Sun Valley area. Notwithstanding the foregoing, for a period of four (4) years from the date upon which the Declaration is recorded in the records of Blaine County, all members of the DRC shall be appointed by, and serve at the pleasure of, the Declarant. Thereafter, members shall be appointed, and serve at the pleasure of, the Board of Directors of the Association. A majority of the DRC shall constitute a quorum for the transaction of business at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the DRC.

Section 7.4 Powers and Duties of the DRC. The DRC shall have the following power and duties:

- A. To require submission to the DRC of complete sets of plans and specifications for any proposed Townhome expansion, replacement, exterior alteration, or for any other proposed Improvement on any Sublot or Common Area. The DRC may also

require submission of samples of materials proposed for any such project and may require such additional information as is reasonably necessary to evaluate the proposed work.

- B. To approve or disapprove any such submitted plans or specifications. All decisions of the DRC shall be submitted in writing to the applicant, and signed by all members of the DRC participating in such decision. In the event that the DRC fails to approve or disapprove any plans or specifications requested within forty-five (45) days after receiving a complete application therefore, together with all required plans or specifications and other information reasonably requested by the DRC, approval of the DRC shall conclusively be deemed to have been given.
- C. To obtain the service of architects, engineers or other professional consultants which the DRC deems necessary or appropriate to assist in the review process for any proposed Improvements.
- D. To require a fee to be set and, as necessary from time to time amended, by the DRC, in an amount reasonably calculated to defray the costs incurred in reviewing proposed development plans, including the costs incurred for the services of any professional consultants retained by the DRC to assist it in the review process and in monitoring compliance of all development with DRC approved plans and specifications.
- E. To establish the amount, and require the deposit, of a refundable fee to assure that all approved Improvements are completed in compliance with DRC approvals, and secure the repair of any Common Area infrastructure which may be damaged during the construction of any such approved Improvements.
- F. To complete the processing of all design review applications consistent with the terms and conditions set forth in this Declaration.
- G. To adopt, by majority vote, design criteria or guidelines governing the DRC design review and approval process.

Section 7.5 Development by Declarant. The provisions of this Article shall not apply to Declarant's initial construction of a Townhome on any Sublot, nor to any improvement or landscaping of the Common Area, nor to the subsequent repair, replacement or maintenance of said Common Area improvements or landscaping by the Declarant or the Association.

Section 7.6 Non-Liability for Actions. Neither the Declarant, the Board of Directors, nor the DRC, nor their respective members, successors or assigns, shall be liable in damages to anyone submitting plans to the DRC for approval, or to any Owner affected by reason of mistake in judgment, negligence of nonfeasance arising out of, or in connection with, the approval or disapproval, or failure to approve, any plans or specifications submitted to the DRC. Every Owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board of Directors, the DRC, or the Declarant to recover any such damages.

Section 7.7 Appeals. Any Owner may appeal a final decision of the DRC to the Board of Directors. Any such appeal must be filed in writing with the Board not more than thirty (30) days after the date of the DRC decision, and must set out with particularity the nature of the objections to the decision and the desired relief. Upon its receipt of a duly filed appeal, the Board shall consider the matter at a meeting to be held not more than forty-five (45) days thereafter. Written notice of the meeting shall be provided to the DRC and the interested Owners, granting each an opportunity to appear and be heard. At the conclusion of the appeal hearing, including any necessary continuations thereof, the Board shall adopt and provide to the interested Owners its decision to affirm the DRC decision, to affirm it with additional conditions, overturn it, or remand the matter to the DRC with specific instructions for additional consideration. If the matter is remanded, the subsequent decision of the DRC shall also be subject to appeal in the manner set forth in this section.

ARTICLE VIII INSURANCE

Section 8.1 General Requirements. Commencing not later than the time of conveyance by the Declarant of a Sublot, improved with a Townhome, to a person other than the Declarant, the Association shall obtain, and thereafter maintain, a policy or policies of insurance, as set forth in this Article VIII, and the Board shall thereafter, no less frequently than every two (2) years, review and determine the adequacy of the Association's insurance coverage. All insurance shall be obtained from companies licensed to do business in the State of Idaho, and all insurance policies shall provide that coverage cannot be cancelled or substantially modified, including cancellation for non-payment of premiums, without at least thirty (30) days prior written notice to any and all insureds names therein.

Section 8.2 Association Insurance.

A. *Fire and Casualty Insurance.* The Association shall obtain insurance for all Improvements situated on any Sublot and on Association-

owned Common Areas in such amounts, to the extent available, as shall provide for full replacement thereof in the event of damage or destruction from any casualty against which such insurance applies. Such insurance shall include fire and extended coverage, including coverage for such other risks and hazards against which the Association shall deem appropriate. Said insurance coverage shall be “blanket coverage” for all Improvements, and the Association may elect such “deductible” provisions as, in the Association’s opinion, are consistent with good business practices. Such fire and casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the respective Townhome Owners, and shall specify the interest of each Owner (Owner’s name, Townhome number or address), and shall provide a standard loss-payable clause providing for payment of insurance proceeds to the Association as trustee for said Owners, and their respective mortgagees and deed of trust beneficiaries. Any such insurance proceeds obtained by the Association shall be used exclusively in accordance with this Declaration. The Association shall furnish to each Owner a true copy of all casualty insurance policies covering its Townhome, upon request, and a certificate of insurance identifying the insured interest of the Owner. No such policies of fire and casualty insurance shall preclude any other policies of fire or casualty insurance owned and maintained by any Townhome Owner, or provides that Association policies be brought into contribution with any such insurance owned and maintain by an Owner.

- B. *General Liability Insurance.* The Association shall maintain general public liability insurance insuring the Board of Directors, the Association, and Owners covering all Common Area, Sublots and Townhomes. Said insurance shall cover liability of the insureds for property damage, bodily injury and death of persons arising out of the operation, maintenance and use of the Common Area, Sublots and Townhomes, including coverage for such risks as are customarily covered with respect to multi-family residential projects of similar construction, location and use. Said insurance shall contain a combined single policy limit for property damage, personal injury and wrongful death from a single occurrence in such amount as may be deemed appropriate by the Board of Directors, but in no event less than \$2,000,000.
- C. *Workmen’s Compensation Insurance.* The Association shall maintain workmen’s compensation insurance to the extent necessary to comply with the applicable laws of the State of Idaho for its employees, if any.

D. *Directors and Officers Liability Insurance.* The Association shall maintain liability insurance for all members of the Board, in an amount to be determined by the Board of Directors.

E. *Other Insurance.* The Association shall obtain and maintain such other insurance coverage as the Board, in its sole discretion, should deem necessary or appropriate to protect insurable interests of the Association and its members.

Section 8.3 Sublot Owners' Insurance. It should be noted by each Owner, that the Association is not required by this Declaration to provide any insurance covering Improvements within a Townhome, improvements to a Townhouse Unit beyond those included in the original construction of the Unit, personal property of any type belonging to the Owner or any other person or entity which may be located on the Common Area or Sublot, or within any Townhome. Any such insurance coverage shall be the sole responsibility of each Owner, at its sole cost and expense. Further, nothing herein contained shall preclude any Owner from obtaining any other or further insurance coverage, including fire, casualty and liability insurance, covering the Owner, the Owner's Sublot and/or Townhome.

Section 8.4 Required Provisions. All insurance policies carried pursuant to the requirements of this Article VIII must provide that:

(a) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;

(b) the insurer waives its rights to subrogation under the policy against any Owner or member of his household;

(c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(d) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the risks covered by the policy, the Association's policy provides primary insurance;

(e) any loss covered by the policies must be adjusted with the Association;

(f) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a security interest; and

(g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a security interest.

Section 8.5 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association.

Section 8.6 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE IX FIRE OR CASUALTY DAMAGE

Section 9.1 Damage Assessment. Upon the occurrence of any damage to, or destruction of, any Townhome or other Sublot or Common Area Improvements resulting from any cause which is covered by the Association's fire and casualty insurance coverage, the Board of Directors shall promptly, and in all events within thirty (30) days after the occurrence of such damage or destruction, make the following determinations with respect thereto, employing such professional advice as the Board deems advisable, and make them available in writing to all Owners:

- A. The extent and nature of the damage, together with an inventory of the Townhomes and/or Improvements directly affected thereby.
- B. A reasonable estimate of the cost to repair the damage, which estimate shall, if practicable, be based upon estimates obtained from experienced contractors in Blaine County, Idaho.
- C. The estimated amount of proceeds, if any, available from the Association's fire and casualty insurance policies covering the loss or damage, and the amount of any other insurance proceeds which may be available to defer the costs of repair from any supplemental fire and casualty insurance maintained by the Owners of the affected Townhomes or Improvements.
- D. The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds.

Section 9.2 Notice of Damage. The Board of Directors shall promptly, and in all events within thirty (30) days after the date of such insured damage or destruction, file a proof of loss statement with its fire and casualty insurance company(ies) if the loss is covered by insurance, and abide by all terms and conditions of said policy(ies), unless the Board reasonably determines it would not be in the best interest of the Association and the affected Owner or Owners to file a proof of loss. If the damage affects a material portion of any Townhome, the Board shall also send a notice to each mortgagee or deed of trust beneficiary of that Townhome.

Section 9.3 Decision to Repair. Subject to the following terms and conditions, the Board shall, without undue delay, proceed to repair or replace Townhomes or other Improvements damaged or destroyed by fire or casualties covered by the Association's insurance policies:

- A. The Board shall, as soon as possible after the damage has occurred, undertake any emergency work that it deems reasonably necessary to avoid further damage to any Townhome or Improvements within the Subdivision.
- B. The Board, not less than thirty (30) days after damages insured by the Association's fire and casualty policy have occurred with respect to any Townhome or other Sublot Improvements, promptly commence the repair thereof, applying, to the extent available and necessary, all insurance proceeds available from the Association's insurance policies and/or those policies of insurance, if any maintained by the Owner of said Townhome or Improvements. The Board shall have the authority to employ architects and engineers, advertise for bids, select contracts, and take such other action as is reasonably necessary to undertake and complete the repairs. Contracts for the repair work shall be commenced only when the Board, by means of insurance proceeds and the availability of sufficient Special Assessments, has provided for all costs to be incurred.
- C. The cost of repairing or replacing any Townhome or Improvement from insurance policies owned by the Association and/or the Owner of said Townhome or Improvement so damaged by fire or casualty, in excess of available insurance proceeds, shall be a common expense of the Association, and be subject to Special Assessments in the manner set forth in Article VI. In the event the insurance proceeds received from the Association's fire and casualty insurance policy(ies) exceed the cost of the repairs and replacements, the excess shall be distributed to the Owners in proportion to their respective obligations to pay Annual and Special Assessments.

D. The nature and extend of said repairs or replacements shall be limited to restoring any damaged or destroyed Townhome or Improvement to substantially the same size and configuration as existed prior to the damage or destruction, in accordance with the original plans and specifications; provided, however, that modifications from those plans and specifications may, upon the request of the affected Owner, be approved by the Board of Directors subject to the following:

- (i) Any modification must be approved by the DRC; and
- (ii) Owner, at its sole cost and expense, agrees to be responsible for any additional costs incurred as a result of said modification.

Section 9.4 Decision Not to Repair. Notwithstanding the foregoing provisions of this Article IX, the Owner of any Townhome damaged or destroyed by fire or other casualty covered by the Association's insurance, may elect not to have the Townhome repaired or restored by presenting to the Board of Directors, within thirty (30) days after the damage or destruction has occurred, written notice of such election duly signed by the Owners of not less than eighty percent (80%) of all Sublots, including the Sublot containing any Townhome which is attached by a Party Wall shared with the damaged or destroyed Townhome. In the event the damaged Townhome is not repaired or restored, any insurance proceeds which the Association receives or is entitled to receive for such damage from the policies of fire and casualty insurance, less any expenses reasonable incurred by the Association in assessing or investigating the extent of the damage or in preparing for its repair, shall be distributed, as co-payees, to the Owner of said Townhome and all mortgagees, deed of trust beneficiaries, and other lien holders filed of record against said Townhome.

ARTICLE X REVOCATION OR AMENDMENT

Section 10.1 Method of Revocation or Amendment. This Declaration may be amended or revoked, in part or in whole, by an instrument duly approved and adopted by not less than two-thirds of the Owners entitled to vote. The amendment or revocation shall be effective as of the date a copy of the instrument adopted, together with a certification of the vote or other action of the Owners by a duly authorized officer of the Association, is recorded in the official records of Blaine County, Idaho. Any such revocation or amendment duly adopted and recorded shall be binding upon every Owner and Sublot, whether the burdens of this Declaration are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto. Notwithstanding the foregoing, the consent of the Declarant and any assignees of Declarant established pursuant to Section 12.3 shall be required for any

proposed amendment to Sections 2.1, 3.4, 3.7, 5.5, 7.5 and 12.3 if, and to the extent that, at the time of any such proposed amendment the Declarant and/or such assignees own one or more Townhome Sublots which are subject to this Declaration.

ARTICLE XI MISCELLANEOUS

Section 11.1 Compliance. Each Owner shall comply with the provisions of this Declaration, Design Criteria, Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly enacted by the Association. Failure to comply shall be grounds for an action to recover sums due for damage or injunctive relief, or both, maintainable by the Association or any Owner.

Section 11.2 Mailing Address. Each Owner shall provide the Association with such Owner's mailing address and/or email address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, or when the email has been sent, addressed to the Owner at the given address.

Section 11.3 Transfer of Rights. Any right or interest reserved hereby to the Declarant may be transferred or assigned by the Declarant to any person or entity.

Section 11.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 11.5 Severability. In any of the provisions of this Declaration, or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, phrase or word in any other circumstance shall not be affected thereby.

Section 11.6 Prevailing Law. The provisions of this Declaration shall be construed and enforced pursuant to the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

WEST KETCHUM RESIDENCES, LLC
an Idaho Limited Liability Company

By: _____
Its: _____

STATE OF _____)
County of _____)

)ss.

On this _____ day of _____, 2020 before me, a Notary Public, in and for said County and State, personally appeared _____, known or identified to me to be the _____ of West Ketchum Residences, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that such entity 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
Residing at: _____
My commission expires: _____

STG Privacy Notice Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

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

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



City of Ketchum

August 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction To Staff Regarding Scope and Associated Budget for Main Street (SH-75) and Warm Springs Corridor Alternatives Analysis Study

Recommendation and Summary

Staff is seeking direction from Council on the preferred scope and budget of the Main Street (SH-75) and Warm Springs Corridor Alternative Analysis Study.

Options for the Council to Consider:

- **Option A:** Fund both studies from existing city budget
- **Option B:** Phase studies for multi-year funding option
- **Option C:** Fund existing budgeted amount (\$100k) and request funding from KURA for remainder

Introduction and History

The Master Transportation Plan adopted in March 2021 recommended the city pursue a detailed analysis evaluating alternatives for both the Warm Springs Road and 10th Street and Lewis Street intersection, as well as a Main Street Lane Reconfiguration.

As a collector, Warm Springs Road connects recreation and residences to downtown. It carries high volumes of traffic from Main Street to northwest of Lewis Street. Several alternative improvements have been recommended for these intersections from multi-way stop control and traffic signals to conventional or mini roundabouts to improve the safety and mobility through the intersection.

The Main Street Lane Reconfiguration would evaluate reducing the existing four-lane roadway through downtown to a three-lane configuration and improved pedestrian realm with wider sidewalks, better streetscapes, better protected crossings (bulb outs), and reducing vehicle-to-vehicle conflicts.

The studies would provide a detailed and thorough evaluation of the existing traffic volumes, future traffic volumes, and evaluation of alternatives.

Following state require Qualified Based Selection (QBS) procedures, the City issued a request for qualified firms to submit written proposals to provide traffic engineering services for the Main Street (SH-75) and Warm Springs Road Corridor Alternatives Analysis. Three proposals were received. Each proposal was internally reviewed and ranked by staff. The highest ranked qualified firm was HDR, Inc.

Per QBS, staff began negotiations with HDR. HDR has prepared a scope/budget for each study for Council consideration.

Sustainability Impact

None

Financial Impact

Currently \$100,000 budgeted towards the studies.

Option A: Fund both studies from City budget would cost approximately \$179,539.

Option B: Phasing of studies for multi-year funding. Based on the scope the projects may be broken into 3 phases for consideration.

Phasing Cost				
Study	Phase 1 Existing Conditions	Phase 2 Future Conditions	Phase 3 Alt. Analysis & Report	Total Cost
Warm Springs Road, 10th Street, and Lewis Street Intersection	\$ 34,699.47	\$ 11,493.00	\$ 48,294.00	\$ 94,486.47
Main Street Lane Reconfiguration	\$ 37,672.51	\$ 11,760.00	\$ 35,621.00	\$ 85,053.51

Option C: Proceed with both studies and request the balance of funding from the Ketchum Urban Renewal Agency (KURA) at their August 16 meeting.

Staff will be prepared to walk through these options and outline the pros and cons with each.

Attachments:

City of Ketchum Warm Springs Alternatives Analysis Draft Scope and Budget

City of Ketchum Main Street Alternatives Analysis Draft Scope and Budget



SCOPE OF SERVICES

Project Description

The purpose of the project is to evaluate alternatives for the Warm Springs Road intersections with 10th Street and Lewis Street for the City of Ketchum, Idaho (City).

This Scope of Services (SOS) includes the data collection, travel demand forecasting, analysis, and alternatives evaluation for the Warm Springs Road intersections. HDR Engineering, Inc. (HDR) is the prime consultant with L2 Data Collection (L2) as subconsultant.

The scope narrative is organized by the following tasks:

- Task 100 Project Management
- Task 200 Project Goals and Objectives
- Task 300 Data Collection
- Task 400 Existing Conditions
- Task 500 Future Conditions
- Task 600 Alternative Concepts Analysis and Evaluation
- Task 700 Final Concept Refinement and Report

Key Understandings

1. The City is the agreement administrator, and the project is funded by the City. State and Federal funds will not be used.
2. This scope of services assumes an six (6) month project duration for estimating purposes, with report delivery no later than March 31, 2022, based on an NTP of August 13, 2021.
3. In providing opinions of probable construction cost for the project, HDR has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate cost or schedule. HDR, therefore, will not warranty project costs will not vary from HDR's opinions, analyses, projections, or estimates.
4. All deliverables will be electronic PDF files. Where hard copies are required it will be noted in the tasks below.

100 PROJECT MANAGEMENT

110 Project Initiation and Project Management Plan

HDR will set up the project files and accounting system, as well as prepare a Project Management Plan for use by the project team, including the City. The plan will include key project information such as communication protocols, contact information for key team members, project schedule, project delivery process, quality control procedures and will be updated as needed during the project development process.

Deliverables

- Project Management Plan (information only, no review)



120 Kick-off Meeting

A kick-off meeting will be held to outline the project objectives, roles and responsibilities, critical success factors, and to review the schedule. This meeting will include City staff and three (3) HDR staff (PM + two [2] key task leads). HDR will prepare the agenda, schedule, and facilitate the kick-off meeting with City staff to discuss the project objectives, approach, schedule, available information, etc.

Assumptions

- The kickoff meeting will be held in person in the City of Ketchum. Two (2) team members will travel from out of state to attend the meeting.
- Meeting attendance includes three (3) HDR staff (PM + two [2] key task leads).
- The kickoff meeting is anticipated to last three (3) hours, including preparing meeting minutes, and five (5) hours of travel time.

Deliverables

- Kickoff meeting agenda and minutes

130 Project Team Meetings

Project team meetings will be conducted throughout the duration of the project. Team meetings will be held via conference call to review project status and address questions with the City. Timing and scheduling of these meetings will be determined at the project kick-off meeting. The team meetings will be held via conference call throughout the project.

All meetings will include an agenda and discussion of action items. Meeting minutes will be prepared and distributed.

Assumptions

- Three (3) team coordination meetings will be scheduled as needed.
- Meeting attendance includes three (3) HDR staff (PM + two [2] key task leads).
- Project Team meetings are anticipated to last one and a half (1 ½) hours, including preparing meeting minutes.

Deliverables

- Project Team meetings agendas and minutes

140 Status Calls

Status calls between the HDR PM and the City PM will be scheduled as needed throughout the duration of the project to coordinate project status and needs. The HDR PM will coordinate the necessary updates and action items for the calls.

Assumptions

- Ten (10) status calls at ½ hour each.

Deliverables

- Action Item List - via email, if necessary

150 Project Administration, Progress Reports and Invoicing

HDR will staff and manage a project team to provide project deliverables and manage the budget and schedule. The HDR PM will coordinate with L2 as needed to complete data collection. Monthly progress reports and invoices will meet the City's requirements. HDR will submit invoices to the City.



Deliverables

- Monthly Invoice and Progress Report - including labor and expense backup (assume six [6] invoices)

200 PROJECT GOALS AND OBJECTIVES

210 Develop the Project Goals and Objectives

In coordination with the kickoff meeting, HDR will discuss the established the project goals and objectives that the City will develop. This will include a high-level review and discussion of land use plans and opportunities of economic and real estate development and placemaking with potential improvements, including redevelopment along Warm Springs Road near the 10th Street and Lewis Street intersections.

HDR will summarize goals and objectives in the meeting minutes for City review following the meeting. Once comments are received from the City and the appropriate input incorporated, the goals and objectives will be documented in the Final Report.

Assumptions

- Three (3) HDR staff and City staff will meet in the kickoff meeting in task 120.
- Travel expenses for this will be under the kickoff meeting under Task 120.

Deliverables

- Meeting minutes under Task 120

300 DATA COLLECTION

HDR will contact the appropriate agencies (e.g. City of Ketchum, Blaine County, Mountain Rides, Wood River Bicycle Coalition) to assist in updating and collecting the following data:

- Most recent five calendar years of crash data (e.g., type, severity, injuries) including location information
- Locations in the project area identified as exceeding statewide or local performance measure for crash frequency or severity
- Posted speeds
- Number of lanes/cross-sections for project roadways
- Pavement conditions (assuming data are readily available and completed)
- Existing bike lanes, sidewalks, publicly maintained off-street pedestrian/bike facilities
- Pedestrian and bicycle counts on project and surrounding corridors
- Transit routes
- Proposed and adopted plans for future land use and development
- Significant land use changes and/or developments since the last Comprehensive Plan
- Peak hour and AADT counts at key intersections and segments by L2 as summarized in their proposal (attached)

HDR will document the existing conditions, including roadway and intersection configurations, pedestrian facilities, bicycle facilities, and surrounding land use as part of the kickoff.



Base map data (AutoCAD or GIS format) for use in analyzing and presenting transportation information will be obtained from the City of Ketchum, including land use and current zoning. HDR will provide information to the City to update the base maps with current development and infrastructure as needed. The ITD travel demand model TAZ information will be reviewed as well to help estimate future population, households, and employment.

HDR will review completed data and recommend updates and request additional information from the City.

Deliverables

- Existing Data Summary included in the Draft and Final project reports



L2 Data Collection

June 2, 2021

TRAFFIC DATA COLLECTION SERVICES FOR HDR Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Ketchum, ID.

1. Data Collection: Intersection Turning Movement

- Type: Vehicle Volume & Direction
- Time: 7:00-9:00AM and 4:00-6:00PM
- Classification: Yes
- Pedestrian & Bikes: Yes
- Day: Weekday – Tuesday, Wednesday, or Thursday
- Locations:
 - Main Street & River Street
 - Main Street and 1st Street
 - Main Street and 2nd Street
 - Main Street and Sun Valley Road
 - Main Street and 4th Street (Sun Valley Trail)
 - Main Street and 5th Street
 - Main Street and 6th Street
 - SH-75 and 10th Street
 - Warm Springs Road and 10th Street
 - Warm Springs Road and Lewis Street
 - SH-75 and Serenade Lane
 - 2nd Street and Serenade Lane
 - 2nd Street and River Street
 - 1st Avenue and River Street
 - 1st Avenue and 2nd Street
 - 1st Avenue and Sun Valley Road
 - 1st Avenue and 4th Street (Sun Valley Trail)
 - 1st Avenue and 5th Street
 - 1st Avenue and 6th Street
 - 1st Avenue and 8th Street
 - Warm Springs and 8th Street

L2 Data Collection

Site Image:



2. Data Collection: Machine Tube Count

- Type: Vehicle Volume & Direction
- Duration: 24-hours
- Classification: Yes *
- Day: Weekday – Tuesday, Wednesday, or Thursday
- Locations:
 - Main Street east of River Street
 - Main Street between Sun Valley Road and 2nd Street
 - Main Street east of 5th Street
 - SH-75 east of 10th Street
 - Warm Springs west of Lewis Street
 - Warm Springs east of 7th Street
 - 10th Street between Warm Springs Road and SH-75

* It may not be possible to collect accurate speed and classification data in the congested areas on Main Street.

3. Deliverables

The Traffic Data Report will be delivered no later than 10 days after the on-site data collection is completed.

4. Contract and Payment Terms

Payment terms for the services listed above are net 90 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

5. Cost Proposal

The total lump-sum cost for the services listed above is \$12,650.00, including travel time, mileage, lodging, data collection and data processing.



400 EXISTING CONDITIONS

410 Land Use Review

HDR will review the streetscape and public realm elements in the areas surrounding the project corridors and areas to identify the components that contribute to a cohesive pedestrian and business zone and those that can help foster local businesses and residents or catalyze economic and real estate development.

420 Capacity and Operational Analysis

HDR will analyze the study area roadways and intersections under existing conditions collected in Task 300. Level of service (LOS) will be reported based on Highway Capacity Manual (HCM) metrics using Synchro, SimTraffic, Sidra, and Highway Capacity Software (HCS) traffic operations analysis tools.

430 Crash Mapping and Analysis

HDR will analyze the gathered crash history within the study area for the most current five (5) years to identify locations with potential for safety improvement. HDR will evaluate crash rate, frequency, and equivalent property damage to develop a relative ranking intersections and segments within the project area. HDR will complete a crash analysis following Highway Safety Manual (HSM) procedures for each intersection and roadway segment to determine the existing crash rates. Crash rates will be evaluated and summarized to determine high accident locations. Specific focus of the analysis will include fatal and serious injury crashes. HDR will develop a figure showing crash locations and types and will discuss safety concerns with the City to identify locations that are safety concerns for motor vehicles, bicyclists, and pedestrians.

A summary of identified corrective actions and countermeasures in line with proposed alternatives will be prepared.

Assumptions

- Capacity and safety analysis will include intersections with counts conducted in Task 300.
- The City will obtain all crash data.
- Emergency Responders and the Ketchum Traffic Authority will be invited to a team meeting conference call under Task 130 to discuss safety issues. Crash materials and analysis will be shared with them prior to the meeting.

440 Document Existing Conditions

HDR will prepare an Existing Conditions Technical Memorandum to document information collected throughout the Existing Conditions Analysis task and identify the baseline for where project transportation facilities are in terms of operations, connectivity, and safety. It is expected that the technical memorandum will be included in the final project documents as the Existing Conditions section.

Deliverables

- Existing Conditions Technical Memorandum



500 FUTURE CONDITIONS

510 Travel Demand Forecasts

HDR will develop traffic volume forecasts for project roadways and intersection for the analysis year of 2042 using the volumes collected by L2, the growth rates and factors HDR completed for the City of Ketchum Master Transportation Plan update, and the SH-75, Elkhorn Rd to River St, Ketchum project. HDR will propose growth rates to be used for this project and coordinate them with the City for approval before moving forward with the forecast conditions analyses.

Assumptions

- HDR will confirm traffic forecasting, distributions and turning movement volumes with the City before proceeding with analyses in subsequent tasks.

Deliverables

- Estimated travel demand forecasts (included in Future Conditions Technical Memorandum)

520 Define Performance Standards and Evaluation Criteria

HDR will work with the City to determine performance standards and level of service (LOS) thresholds for all modes of travel for use in the needs analysis. HDR will prepare a summary of the recommended performance standards, and LOS thresholds will be prepared.

530 Capacity and Operational Analysis

HDR will conduct no-build capacity analyses for the project intersections, roadways and multi-use facilities identified for the 2042 analysis year. This analysis will identify deficiencies and needs for project facilities and will support the alternative improvements development and analyses in Task 600.

Deliverables

- No-build capacity and operational analyses results (included in Future Conditions Technical Memorandum)

540 No-Build Crash Frequency and Severity Analysis

HDR will estimate future crash conditions using the HSM Predictive Method or Crash Modification Factors, as appropriate. If the Predictive Method is used and calibration factors are available, they will be integrated into the analysis. This analysis will support the alternative improvements development and analyses in Task 600.

Deliverables

- No-build safety analysis results (included in Future Conditions Technical Memorandum)

550 Document Future Needs Assessment

HDR will prepare a Future Needs Assessment Technical Memorandum to document the work completed for the needs assessment tasks. It is expected that the technical memorandum will be included in the final plan document as the Future Needs Assessment chapter.

Deliverables

- Future Conditions Assessment Technical Memorandum



600 ALTERNATIVE CONCEPTS ANALYSIS AND EVALUATION

610 Alternative Concept Development

HDR will coordinate with City staff to develop feasible alternatives to improve intersections of Warm Springs Road with 10th Street and Lewis Street for all modes as well as connectivity, including:

- Realignment of these intersections to reduce skew with stop control
- Roundabout
- Dog Bone Roundabout
- Signalization
- No-Build

HDR will apply a high-level screening to the alternatives identified to determine the pros and cons of each, identifying fatal flaws that will keep the alternative from serving as intended or that have significant impacts. HDR will work with City staff to develop qualitative criteria, including safety, to apply to each alternative. At one of the project team meetings, the qualitative criteria results for each alternative will be compared and discussed by the project team. This will narrow down the alternatives to move forward efficiently with detailed analyses for the top two (2) alternatives, along with the no-build for a total of three (3) alternatives.

Following the identification of the top two (2) alternatives, HDR will advance and refine the screened alternatives and develop conceptual plan view layouts with brief written descriptions depicting and addressing major and minor roadways, land use, private property, and development opportunity impacts, and right-of-way impacts, placemaking and public realm improvement, bicycle and pedestrian accommodations and crossings, and major utility, and/or drainage relocations. Operational and safety analysis models will be prepared to estimate how the intersections of each alternative will operate and compare the results to the baseline no-build alternatives from Task 500. Crash modification factors will be used to estimate the relative safety performance of the identified alternatives. In addition, if one of the proposed alternatives from Task 610 includes these intersections, these will be accounted for in the analysis.

Assumptions

- HDR will confirm traffic forecasting, distributions and turning movement volumes with the City before proceeding with analyses in subsequent tasks.

620 Capacity and Operational Analysis

HDR will conduct and complete an operational and safety analysis for each of the top two (2) alternatives from Task 610 under 2042 analysis year conditions.

630 Relative Crash Frequency and Severity

HDR will forecast crash conditions under the proposed Warm Springs Road intersection concepts. The analysis will be conducted using the HSM predictive method or CMFs as appropriate.



640 Alternative Concept Cost Estimates

HDR will prepare conceptual cost estimates to implement each of the top alternatives from Task 610.

650 RRFB Detection Evaluation

HDR will evaluate rectangular rapid flashing beacon (RRFB) activation types for the Wood River Trail crossing at the YMCA on Warm Springs Road. Three (3) activation types will be compared, including push buttons, radar detection, and thermal detection. The evaluation will be qualitative in nature and be included in the traffic and safety operational study.

660 Benefits Determination and Evaluation

HDR will prepare a list of benefits and impacts of each of the top alternatives from Task 610 for discussion with the Project Team. Benefits and impacts will be evaluated through the discussion and each Alternative Concept will be compared to the No-Build scenario. A summary of the identified benefits and impacts and Project Team discussion will be included in the Screening Summary Memorandum.

Assumptions

- The traffic and safety operational study area will include the intersections of Warm Springs Road with 10th Street and Lewis Street.

Deliverables

- Screening Summary Memorandum

700 FINAL REPORT

710 Draft Report

The results of the analyses and screening completed under Task 700 will be compiled into a report format that documents the alternatives analyses for the Warm Springs Road intersections with 10th Street and Lewis Street. The report will also include potential funding sources for the City to consider and key components of the alternative that may score well on grant applications. The report will also include conceptual layouts and preliminary cost estimates.

HDR will distribute the Draft Report electronically to City staff to share with City Council, agency partners, and other stakeholders. The Draft Report will also be available via the City's website for the public and other stakeholders to review and provide comment via the website for a defined review period. HDR and City staff will discuss the public and stakeholder comments and resolutions on the Draft Report via conference call.

Assumptions

- Draft Report will be up to twenty (20) pages, with figures. Appendices will be additional pages.
- City will post the Draft Report on the City's website
- One (1) review of the Draft Report will be conducted by the City Council and staff
- City will compile all City Council, staff, stakeholder, and public comments and provide to HDR
- HDR and City staff will discuss comments and resolutions at team meeting identified under Task 130.

Deliverables



- Draft Report
- Comment and response matrix from public and stakeholder review of Draft Report

720 Final Report

HDR will finalize the Report by incorporating comments received. HDR will provide a Final Report to City staff, City Council, agency partners, and the general public in electronic format.

Assumptions

- Final Report will be up to twenty (20) pages, with figures. Appendices will be additional pages.

Deliverables

- Final Report

730 Adoption

HDR will assist the City, as needed, with the report adoption process. Anticipated tasks include presenting the plan to the City Council. This is intended to be an on-call task that will be utilized by the City on an as-needed/as-requested basis.

Assumptions

- Effort associated with this task is limited to a total of ten (10) hours by HDR as well as travel expenses to attend one (1) City Council meeting.
- Revisions to the Final Report will not be required.

Deliverables

- Assist the City with Plan adoption, as-needed/as-requested

		HDR												
		TOTAL	Principal in Charge	Quality Control	Project Manager	Senior Land Use Planner	Planner	Senior Traffic Engineer	Traffic Engineer	Public Involvement Specialist	Public Involvement Support	CADD/Graphic Support	Admin. Support	Accounting
100	Project Management	80.5	1	0	28.5	13	0	14	0	0	0	0	4	20
110	Project Initiation and Project Management Plan	11	1		2								4	4
120	Kick-off Meeting	32			8	12		12						
130	Project Team Meetings	7.5			4.5	1		2						
140	Status Calls	5			5									
150	Project Administration, Progress Reports and Invoicing	25			9									16
200	Project Goals and Objectives	6	0	0	2	2	0	2	0	0	0	0	0	0
210	Develop the Project Goals and Objectives	6			2	2		2						
300	Data Collection	6			2	2		2						
400	Existing Conditions	78	0	2	2	4	10	12	44	0	0	4	0	0
410	Land Use Review	12				4	8							
420	Capacity and Operational Analysis	17			1			4	12					
430	Crash Mapping and Analysis	20						4	16					
440	Document Existing Conditions	29		2	1		2	4	16			4		
500	Future Conditions	79	0	2	3	0	4	16	50	0	0	4	0	0
510	Travel Demand Forecasts	6					2	2	2					
520	Define Performance Standards	4			2			2						
530	Capacity and Operational Analysis	20						4	16					
540	No-Build Crash Frequency and Severity Analysis	20						4	16					
550	Document Future Needs Assessment	29		2	1		2	4	16			4		
600	Alternative Concepts Analysis and Evaluation	206	0	8	4	2	6	46	100	0	0	40	0	0
610	Alternative Concept Development	108			2	2	4	20	40			40		
620	Capacity and Operational Analysis	16						4	12					
630	Relative Crash Frequency and Severity	32						8	24					
640	Alternative Concept Cost Estimates	14		2				4	8					
650	RRFB Comparison	10		2				4	4					
660	Benefits Determination and Evaluation	26		4	2		2	6	12					
700	Final Report	122	0	6	14	2	2	20	36	0	0	24	18	0
710	Draft Report	74		4	2	2	2	16	24			16	8	
720	Final Report	28		2	2			4	12			8		
730	Adoption	20			10								10	
	Total:	577.5	1.0	18.0	55.5	25.0	22.0	110.0	232.0	0.0	0.0	72.0	22.0	20.0
	Total Check:	577.5	1.0	18.0	55.5	25.0	22.0	110.0	232.0	0.0	0.0	72.0	22.0	20.0
	Percent of Project Total:	100.0%	0.2%	3.1%	9.6%	4.3%	3.8%	19.0%	40.2%	0.0%	0.0%	12.5%	3.8%	3.5%

CONSULTANT NAME: HDR Engineering, Inc.
PROJECT NAME: City of Ketchum Warm Springs Road Corridor Altern
PROJECT NO.: N/A
KEY NO. N/A

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Hours		Rate		Labor Cost
1 Principal in Charge	= 1.00	@	\$305.00	=	\$305.00
2 Quality Control	= 18.00	@	\$190.00	=	\$3,420.00
3 Project Manager	= 55.50	@	\$224.00	=	\$12,432.00
4 Senior Land Use Planner	= 25.00	@	\$224.00	=	\$5,600.00
5 Planner	= 22.00	@	\$138.00	=	\$3,036.00
6 Senior Traffic Engiener	= 110.00	@	\$226.00	=	\$24,860.00
7 Traffic Engineer	= 232.00	@	\$116.50	=	\$27,028.00
8 Public Involvement Specialist	= 0.00	@	\$179.00	=	\$0.00
9 Public Involvement Support	= 0.00	@	\$126.75	=	\$0.00
10 CADD/Graphic Support	= 72.00	@	\$112.00	=	\$8,064.00
11 Admin. Support	= 22.00	@	\$93.00	=	\$2,046.00
12 Accounting	= 20.00	@	\$85.00	=	\$1,700.00
TOTAL =			577.50	TOTAL =	\$88,491.00

B. OUT-OF-POCKET EXPENSES

HDR TOTAL ESTIMATED EXPENSE* = \$1,668.10

* See attached Direct Expenses for HDR

C. ESCALATION

Anticipated Agreement Date: June 22, 2021
 Project Duration: 10 months
 Escalation Period: 5 months

Total Labor Cost		Esc Ratio		Annual Esc	
\$88,491.00	X	50%	x	3.0%	= \$1,327.37

HDR Subtotal = \$91,486.47

D. SUBCONSULTANTS

Ls Data Collection	\$3,000.00
Subconsultant Subtotal	= \$3,000.00

TOTAL = \$94,486.47

CONSULTANT NAME: HDR Engineering, Inc.
 PROJECT NAME: City of Ketchum Warm Springs Road Corridor Alternatives Analysis
 PROJECT NO.: N/A
 KEY NO. N/A

F. OUT-OF-POCKET EXPENSES SUMMARY

Expense	Unit	Estimated Amount	Unit Cost	Estimated Expense	Comment
1 Printing (8.5x11)	Sheets	200	@ \$ 0.05	= \$ 10.00	
2 Printing (8.5x11 Color)	Sheets	50	@ \$ 0.16	= \$ 8.00	
3 Printing (11x17)	Sheets	100	@ \$ 0.10	= \$ 10.00	
4 Printing (11x17 Color)	Sheets	50	@ \$ 0.32	= \$ 16.00	
5 Postage & Shipping	LS	-	@ \$ 100.00	= \$ -	
6 Postcards/Shipping Postcards	Each	-	@	= \$ -	
7 Display Boards (16)	sq ft	-	@ \$ 7.00	= \$ -	
8 Roll Plot - Color	sq ft	-	@ \$ 0.90	= \$ -	
9 Display Ad	Each	-	@ \$ 210.00	= \$ -	
10 Meeting Refreshments	LS	-	@ \$ 50.00	= \$ -	
11 Mileage	Miles	-	@ \$ 0.560	= \$ -	
12 Meals	Day	6	@ \$ 66.00	= \$ 396.00	
13 Lodging	Each	2	@ \$ 147.00	= \$ 294.00	
14 Lodging Tax	Each	2	@ \$ 22.05	= \$ 44.10	
15 Airfare - Denver to Boise	Each	1	@ \$ 350.00	= \$ 350.00	
16 Airfare - Spokane to Boise	Each	1	@ \$ 250.00	= \$ 250.00	
17 Rental Car	Each	2	@ \$ 75.00	= \$ 150.00	
18 Fuel	Gals	40	@ \$ 3.50	= \$ 140.00	
HDR Engineering, Inc. Total Estimated Expenses				\$1,668.10	

Task 120

Expense		Unit	Estimated Amount	Unit Cost	Estimated Expense
Meals	Day	5	@ \$ 66.00	= \$ 330.00	
Lodging	Each	2	@ \$ 147.00	= \$ 294.00	
Lodging Tax	Each	2	@ \$ 22.05	= \$ 44.10	
Airfare - Denver to Boise	Each	1	@ \$ 350.00	= \$ 350.00	
Airfare - Spokane to Boise	Each	1	@ \$ 250.00	= \$ 250.00	
Rental Car	Each	1	@ \$ 75.00	= \$ 75.00	
Fuel	Gals	20	@ \$ 3.50	= \$ 70.00	

Jordan Block fly to Boise, drive with team to Ketchum
 Sean Messner fly to Boise, drive with team to Ketchum

14.4

Task 730

Expense		Unit	Estimated Amount	Unit Cost	Estimated Expense
Meals	Day	1	@ \$ 66.00	= \$ 66.00	
Rental Car	Each	1	@ \$ 75.00	= \$ 75.00	
Fuel	Gals	20	@ \$ 3.50	= \$ 70.00	

CONSULTANT NAME: L2 Data Collection
PROJECT NAME: City of Ketchum Warm Springs Road Corridor Alternatives Analysis
PROJECT NO.: N/A
KEY NO. N/A



June 2, 2021

**TRAFFIC DATA COLLECTION SERVICES FOR
HDR
Scope of Services and Cost Proposal**

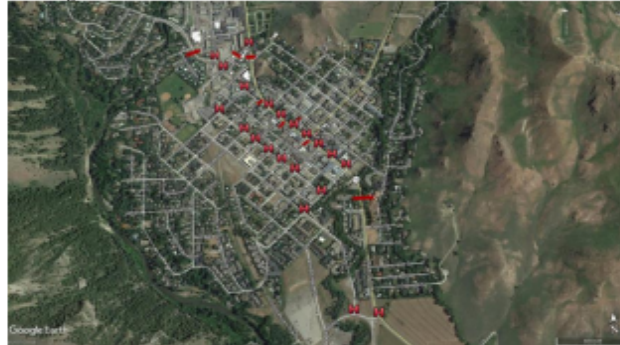
L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Ketchum, ID.

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Pedestrian & Bikes: Yes
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Main Street & River Street
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Main Street and 5th Street
Main Street and 6th Street
SH-75 and 10th Street
Warm Springs Road and 10th Street
Warm Springs Road and Lewis Street
SH-75 and Serenade Lane
2nd Street and Serenade Lane
2nd Street and River Street
1st Avenue and River Street
1st Avenue and 2nd Street
1st Avenue and Sun Valley Road
1st Avenue and 4th Street (Sun Valley Trail)
1st Avenue and 5th Street
1st Avenue and 6th Street
1st Avenue and 8th Street
Warm Springs and 8th Street



Site Image:



2. Data Collection: Machine Tube Count

Type: Vehicle Volume & Direction
Duration: 24-hours
Classification: Yes *
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
Main Street east of River Street
Main Street between Sun Valley Road and 2nd Street
Main Street east of 5th Street
SH-75 east of 10th Street
Warm Springs west of Lewis Street
Warm Springs east of 7th Street
10th Street between Warm Springs Road and SH-75

* It may not be possible to collect accurate speed and classification data in the congested areas on Main Street.

3. Deliverables

The Traffic Data Report will be delivered no later than 10 days after the on-site data collection is completed.

4. Contract and Payment Terms

Payment terms for the services listed above are net 90 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

5. Cost Proposal

The total lump-sum cost for the services listed above is \$12,650.00, including travel time, mileage, lodging, data collection and data processing.



SCOPE OF SERVICES

Project Description

The purpose of the project is to evaluate one alternative for Main Street (SH-75) between River Street and Saddle Road for the City of Ketchum, Idaho (City).

This Scope of Services (SOS) includes the, data collection, travel demand forecasting, analysis, and alternatives evaluation for Main Street. HDR Engineering, Inc. (HDR) is the prime consultant with L2 Data Collection (L2) as subconsultant.

The scope narrative is organized by the following tasks:

- Task 100 Project Management
- Task 200 Project Goals and Objectives
- Task 300 Data Collection
- Task 400 Existing Conditions
- Task 500 Future Conditions
- Task 600 Alternative Concepts Analysis and Evaluation
- Task 700 Final Concept Refinement and Report

Key Understandings

1. The City is the agreement administrator and the project is funded by the City. State and Federal funds will not be used.
2. This scope of services assumes an six (6) month project duration for estimating purposes, with report delivery no later than March 31, 2022, based on an NTP of August 13, 2021.
3. In providing opinions of probable construction cost for the project, HDR has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate cost or schedule. HDR, therefore, will not warranty project costs will not vary from HDR's opinions, analyses, projections, or estimates.
4. All deliverables will be electronic PDF files. Where hard copies are required it will be noted in the tasks below.

100 PROJECT MANAGEMENT

110 Project Initiation and Project Management Plan

HDR will set up the project files and accounting system, as well as prepare a Project Management Plan for use by the project team, including the City. The plan will include key project information such as communication protocols, contact information for key team members, project schedule, project delivery process, quality control procedures and will be updated as needed during the project development process.

Deliverables

- Project Management Plan (information only, no review)



120 Kick-off Meeting

A kick-off meeting will be held to outline the project objectives, roles and responsibilities, critical success factors, and to review the schedule. This meeting will include City staff, ITD staff, and three (3) HDR staff (PM + two [2] key task leads). HDR will prepare the agenda, schedule, and facilitate the kick-off meeting with City staff to discuss the project objectives, approach, schedule, available information, etc.

Assumptions

- The kickoff meeting will be held in person in the City of Ketchum. Two (2) team members will travel from out of state to attend the meeting.
- Meeting attendance includes three (3) HDR staff (PM + two [2] key task leads).
- The kickoff meeting is anticipated to last three (3) hours, including preparing meeting minutes, and five (5) hours of travel time.

Deliverables

- Kickoff meeting agenda and minutes

130 Project Team Meetings

Project team meetings will be conducted throughout the duration of the project. Team meetings will be held via conference call to review project status and address questions with the City. Timing and scheduling of these meetings will be determined at the project kick-off meeting. The team meetings will be held via conference call throughout the project.

All meetings will include an agenda and discussion of action items. Meeting minutes will be prepared and distributed.

Assumptions

- Three (3) team coordination meetings will be scheduled as needed.
- Meeting attendance includes three (3) HDR staff (PM + two [2] key task leads).
- Project Team meetings are anticipated to last one and a half (1 ½) hours, including preparing meeting minutes.

Deliverables

- Project Team meetings agendas and minutes

140 Status Calls

Status calls between the HDR PM and the City PM will be scheduled as needed throughout the duration of the project to coordinate project status and needs. The HDR PM will coordinate the necessary updates and action items for the calls.

Assumptions

- Ten (10) status calls at ½ hour each.

Deliverables

- Action Item List - via email, if necessary

150 Project Administration, Progress Reports and Invoicing

HDR will staff and manage a project team to provide project deliverables and manage the budget and schedule. The HDR PM will coordinate with L2 as needed to complete data collection. Monthly progress reports and invoices will meet the City's requirements. HDR will submit invoices to the City.



Deliverables

- Monthly Invoice and Progress Report - including labor and expense backup (assume six [6] invoices)

200 PROJECT GOALS AND OBJECTIVES

210 Develop the Project Goals and Objectives

In coordination with the kickoff meeting, HDR will discuss the established the project goals and objectives that the City and ITD will develop. This will include a high-level review and discussion of land use plans and opportunities of economic and real estate development and placemaking with potential improvements, including redevelopment along Warm Springs Road near the 10th Street and Lewis Street intersections.

HDR will summarize goals and objectives in the meeting minutes for City review following the meeting. Once comments are received from the City and the appropriate input incorporated, the goals and objectives will be documented in the Final Report.

Assumptions

- Three (3) HDR staff, City staff, and ITD staff will meet in the kickoff meeting in task 120.
- Travel expenses for this will be under the kickoff meeting under Task 120.

Deliverables

- Meeting minutes under Task 120

300 DATA COLLECTION

HDR will contact the appropriate agencies (e.g. City of Ketchum, Blaine County, Mountain Rides, Wood River Bicycle Coalition, and ITD District 4) to assist in updating and collecting the following data:

- Most recent five calendar years of crash data (e.g., type, severity, injuries) including location information
- Locations in the project area identified as exceeding statewide or local performance measure for crash frequency or severity
- Signalized intersections and signal timings
- Posted speeds
- Number of lanes/cross-sections for project roadways
- Pavement conditions (assuming data are readily available and completed)
- Existing bike lanes, sidewalks, publicly maintained off-street pedestrian/bike facilities
- Pedestrian and bicycle counts on project and surrounding corridors
- Transit routes
- Proposed and adopted plans for future land use and development
- Significant land use changes and/or developments since the last Comprehensive Plan
- Peak hour and AADT counts at key intersections and segments by L2 as summarized in their proposal (attached)



HDR will document the existing conditions, including roadway and intersection configurations, pedestrian facilities, bicycle facilities, surrounding land use, and will collect the existing travel time data along Main Street using the floating car methodology as part of the kickoff.

Base map data (AutoCAD or GIS format) for use in analyzing and presenting transportation information will be obtained from the City of Ketchum, including land use and current zoning. HDR will provide information to the City to update the base maps with current development and infrastructure as needed. The ITD travel demand model TAZ information will be reviewed as well to help estimate future population, households, and employment.

HDR will review completed data and recommend updates and request additional information from the City.

Deliverables

- Existing Data Summary included in the Draft and Final project reports



L2 Data Collection

June 2, 2021

TRAFFIC DATA COLLECTION SERVICES FOR HDR Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Ketchum, ID.

1. Data Collection: Intersection Turning Movement

Type: Vehicle Volume & Direction
Time: 7:00-9:00AM and 4:00-6:00PM
Classification: Yes
Pedestrian & Bikes: Yes
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
Main Street & River Street
Main Street and 1st Street
Main Street and 2nd Street
Main Street and Sun Valley Road
Main Street and 4th Street (Sun Valley Trail)
Main Street and 5th Street
Main Street and 6th Street
SH-75 and 10th Street
Warm Springs Road and 10th Street
Warm Springs Road and Lewis Street
SH-75 and Serenade Lane
2nd Street and Serenade Lane
2nd Street and River Street
1st Avenue and River Street
1st Avenue and 2nd Street
1st Avenue and Sun Valley Road
1st Avenue and 4th Street (Sun Valley Trail)
1st Avenue and 5th Street
1st Avenue and 6th Street
1st Avenue and 8th Street
Warm Springs and 8th Street

L2 Data Collection

Site Image:



2. Data Collection: Machine Tube Count

Type: Vehicle Volume & Direction
Duration: 24-hours
Classification: Yes *
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
Main Street east of River Street
Main Street between Sun Valley Road and 2nd Street
Main Street east of 5th Street
SH-75 east of 10th Street
Warm Springs west of Lewis Street
Warm Springs east of 7th Street
10th Street between Warm Springs Road and SH-75

* It may not be possible to collect accurate speed and classification data in the congested areas on Main Street.

3. Deliverables

The Traffic Data Report will be delivered no later than 10 days after the on-site data collection is completed.

4. Contract and Payment Terms

Payment terms for the services listed above are net 90 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

5. Cost Proposal

The total lump-sum cost for the services listed above is \$12,650.00, including travel time, mileage, lodging, data collection and data processing.



400 EXISTING CONDITIONS

410 Land Use Review

HDR will review the streetscape and public realm elements in the areas surrounding the project corridors and areas to identify the components that contribute to a cohesive pedestrian and business zone and those that can help foster local businesses and residents or catalyze economic and real estate development.

420 Capacity and Operational Analysis

HDR will analyze the study area roadways and intersections under existing conditions collected in Task 300. Level of service (LOS) will be reported based on Highway Capacity Manual (HCM) metrics using Synchro, SimTraffic, Sidra, and Highway Capacity Software (HCS) traffic operations analysis tools. Existing travel times along Main Street as well as delay will be compared to results from Synchro or SimTraffic simulation runs.

430 Crash Mapping and Analysis

HDR will analyze the gathered crash history within the study area for the most current five (5) years to identify locations with potential for safety improvement. HDR will evaluate crash rate, frequency, and equivalent property damage to develop a relative ranking intersections and segments within the project area. HDR will complete a crash analysis following Highway Safety Manual (HSM) procedures for each intersection and roadway segment to determine the existing crash rates. Crash rates will be evaluated and summarized to determine high accident locations. Specific focus of the analysis will include fatal and serious injury crashes. HDR will develop a figure showing crash locations and types and will discuss safety concerns with the City and ITD to identify locations that are safety concerns for motor vehicles, bicyclists, and pedestrians.

A summary of identified corrective actions and countermeasures in line with proposed alternatives will be prepared.

Assumptions

- Capacity and safety analysis will include intersections with counts conducted in Task 300.
- The City will obtain all crash data.
- Emergency Responders and the Ketchum Traffic Authority will be invited to a team meeting conference call under Task 130 to discuss safety issues. Crash materials and analysis will be shared with them prior to the meeting.

440 Before/After Pedestrian Evaluation

HDR will analyze the operations at the signals updated with the pedestrian scramble before and after they are implemented to evaluate performance and compare operations.

Assumptions

- This analysis will be for existing conditions. Future Conditions will use the pedestrian scramble.
- The existing conditions Synchro model will be updated with the pedestrian scramble and results developed. No new model or additional analysis will be completed.

450 Document Existing Conditions

HDR will prepare an Existing Conditions Technical Memorandum to document information collected throughout the Existing Conditions Analysis task and identify the baseline for where



project transportation facilities are in terms of operations, connectivity, and safety. It is expected that the technical memorandum will be included in the final project documents as the Existing Conditions section.

Deliverables

- Existing Conditions Technical Memorandum

500 FUTURE CONDITIONS

510 Travel Demand Forecasts

HDR will develop traffic volume forecasts for project roadways and intersection for the analysis year of 2042 using the volumes collected by L2, the growth rates and factors HDR completed for the City of Ketchum Master Transportation Plan update, and the SH-75, Elkhorn Rd to River St, Ketchum with ITD. HDR will propose growth rates to be used for this project and coordinate them with the City and ITD for approval before moving forward with the forecast conditions analyses.

Assumptions

- HDR will confirm traffic forecasting, distributions and turning movement volumes with the City and ITD before proceeding with analyses in subsequent tasks.

Deliverables

- Estimated travel demand forecasts (included in Future Conditions Technical Memorandum)

520 Define Performance Standards and Evaluation Criteria

HDR will work with the City to determine performance standards and level of service (LOS) thresholds for all modes of travel for use in the needs analysis. The ITD District 4 Traffic Engineer will be included in the discussion and determination of these standards. HDR will prepare a summary of the recommended performance standards, and LOS thresholds will be prepared.

530 Capacity and Operational Analysis

HDR will conduct no-build capacity analyses for the project intersections, roadways and multi-use facilities identified for the 2042 analysis year. This analysis will identify deficiencies and needs for project facilities and will support the alternative improvements development and analyses in Task 600.

Deliverables

- No-build capacity and operational analyses results (included in Future Conditions Technical Memorandum)

540 No-Build Crash Frequency and Severity Analysis

HDR will estimate future crash conditions on Main Street using the HSM Predictive Method or Crash Modification Factors, as appropriate. If the Predictive Method is used and calibration factors are available, they will be integrated into the analysis. This analysis will support the alternative improvements development and analyses in Task 600.

Deliverables

- No-build safety analysis results (included in Future Conditions Technical Memorandum)



550 Document Future Needs Assessment

HDR will prepare a Future Needs Assessment Technical Memorandum to document the work completed for the needs assessment tasks. It is expected that the technical memorandum will be included in the final plan document as the Future Needs Assessment chapter.

Deliverables

- Future Conditions Assessment Technical Memorandum

600 ALTERNATIVE CONCEPTS ANALYSIS AND EVALUATION

610 Alternative Concept Development

HDR will coordinate with City and ITD staff to develop a feasible alternative to improve Main Street operations for all modes as well as connectivity as a three-lane configuration with modifications to side streets. HDR will develop a conceptual plan view layout with a brief written descriptions depicting and addressing major and minor roadways, land use, private property, and development opportunity impacts, right-of-way impacts, placemaking and public realm improvement, bicycle and pedestrian accommodations and crossings, and major utility, and/or drainage relocations. Operational analysis models as described below will be prepared to estimate how the segments and key intersections of Main Street will operate and compare the results to the baseline no-build alternatives from Task 500.

Assumptions

- HDR will confirm traffic forecasting, distributions and turning movement volumes with the City and ITD before proceeding with analyses in subsequent tasks.
- If the lane reconfiguration is determined to not be feasible, additional alternatives may be added to this scope by the City for development, review and analysis as additional services.

620 Capacity and Operational Analysis

HDR will conduct an operational analysis for the lane reconfiguration alternative under 2042 analysis year conditions. Intersection, multimodal, and roadway segment operational LOS will be estimated for roadways and intersections with assumed intersection control identified through discussions with the City and ITD. Travel times along Main Street as well as delay will be determined from the Synchro or SimTraffic simulation runs of each alternative.

630 Relative Crash Frequency and Severity

HDR will forecast crash conditions under the proposed Main Street lane reconfiguration alternative. The analysis will be conducted using the HSM predictive method or Crash Modification Factors (CMFs) as appropriate. The analysis will be conducted under 2041 analysis year conditions.

640 Alternative Concept Cost Estimates

HDR will prepare a conceptual cost estimate to implement the proposed Main Street lane reconfiguration alternative. A potential one-way couplet alignment and conceptual cost will also be developed for comparison.



650 Benefits Determination and Evaluation

HDR will prepare a list of benefits and impacts the proposed Main Street lane reconfiguration alternative for discussion with the Project Team, along with the conceptual one-way couplet option. Benefits and impacts will be evaluated through the discussion and the alternative will be compared to the No-Build scenario. A summary of the identified benefits and impacts and Project Team discussion will be included in the Final Report.

Assumptions

- The traffic operational and safety project area will include Main Street from River Street to Saddle Road.
- Detailed operational modeling with Synchro and SimTraffic, conceptual cost estimating, benefit determination and evaluation, and safety analyses will be limited to the proposed Main Street lane reconfiguration alternative.
- Detailed safety analysis will be limited to the proposed Main Street lane reconfiguration alternative.
- The alternative concept will not require additional right-of-way along Main Street.

700 FINAL REPORT

710 Draft Report

The results of the analyses and screening completed under Task 600 will be compiled into a report format that documents the alternatives analyses and provides a recommendation on the lane reconfiguration alternative for Main Street. The report will also include potential funding sources for The City and ITD to consider and key components of the alternative that may score well on grant applications. The report will also include conceptual layouts and preliminary cost estimates.

HDR will distribute the Draft Report electronically to City staff to share with City Council and agency partners, including the ITD District 4 Traffic Engineer, and other stakeholders. The Draft Report will also be available via the City's website for the public and other stakeholders to review and provide comment via the website for a defined review period. HDR and City staff will discuss the public and stakeholder comments and resolutions on the Draft Report via conference call.

Assumptions

- Draft Report will be up to twenty (20) pages, with figures. Appendices will be additional pages.
- City will post the Draft Report on the City's website
- One (1) review of the Draft Report will be conducted by the City Council and staff
- City will compile all City Council, staff, ITD, stakeholder, and public comments and provide to HDR
- HDR and City staff will discuss comments and resolutions at team meeting identified under Task 130.

Deliverables

- Draft Report
- Comment and response matrix from public and stakeholder review of Draft Report



720 Final Report

HDR will finalize the Report by incorporating comments received. HDR will provide a Final Report to City staff, City Council, agency partners, and the general public in electronic format.

Assumptions

- Final Report will be up to twenty (20) pages, with figures. Appendices will be additional pages.

Deliverables

- Final Report

730 Adoption

HDR will assist the City, as needed, with the report adoption process. Anticipated tasks include presenting the plan to the City Council. This is intended to be an on-call task that will be utilized by the City on an as-needed/as-requested basis.

Assumptions

- Effort associated with this task is limited to a total of ten (10) hours by HDR as well as travel expenses to attend one (1) City Council meeting.
- Revisions to the Final Report will not be required.

Deliverables

- Assist the City with Plan adoption, as-needed/as-requested

HDR Engineering, Inc.
 City of Ketchum Main Street (SH-75) Alternatives Analysis

		HDR												
	TOTAL	Principal in Charge	Quality Control	Project Manager	Senior Land Use Planner	Planner	Senior Traffic Engliener	Traffic Engineer	Public Involvement Specialist	Public Involvement Support	CADD/Graphic Support	Admin. Support	Accounting	
100	Project Management	80.5	1	0	28.5	13	0	14	0	0	0	0	4	20
110	Project Initiation and Project Management Plan	11	1		2								4	4
120	Kick-off Meeting	32			8	12		12						
130	Project Team Meetings	7.5			4.5	1		2						
140	Status Calls	5			5									
150	Project Administration, Progress Reports and Invoicing	25			9									16
200	Project Goals and Objectives	6	0	0	2	2	0	2	0	0	0	0	0	0
210	Develop the Project Goals and Objectives	6			2	2		2						
300	Data Collection	6			2	2		2						
400	Existing Conditions	86	0	2	2	4	10	14	48	0	0	6	0	0
410	Land Use Review	12				4	8							
420	Capacity and Operational Analysis	17			1			4	12					
430	Crash Mapping and Analysis	20						4	16					
440	Before/After Pedestrian Evaluation	6						2	4					
450	Document Existing Conditions	31		2	1		2	4	16			6		
500	Future Conditions	81	0	2	3	0	6	16	48	0	0	6	0	0
510	Travel Demand Forecasts	12					4	4	4					
520	Define Performance Standards	4			2			2						
530	Capacity and Operational Analysis	14						2	12					
540	No-Build Crash Frequency and Severity Analysis	20						4	16					
550	Document Future Needs Assessment	31		2	1		2	4	16			6		
600	Alternative Concepts Analysis and Evaluation	125	0	5	6	2	6	24	66	0	0	16	0	0
610	Alternative Concept Development	40		2	2	2	4	4	10			16		
620	Capacity and Operational Analysis	18			2			4	12					
630	Relative Crash Frequency and Severity	16						4	12					
640	Alternative Concept Cost Estimate	21		1				4	16					
650	Benefits Determination and Evaluation	30		2	2		2	8	16					
700	Final Report	112	0	6	14	2	2	20	36	0	0	24	8	0
710	Draft Report	74		4	2	2	2	16	24			16	8	
720	Final Report	28		2	2			4	12			8		
730	Adoption	10			10									
	Total:	496.5	1.0	15.0	57.5	25.0	24.0	90.0	200.0	0.0	0.0	52.0	12.0	20.0
	Total Check:	496.5	1.0	15.0	57.5	25.0	24.0	90.0	200.0	0.0	0.0	52.0	12.0	20.0
	Percent of Project Total:	100.0%	0.2%	3.0%	11.6%	5.0%	4.8%	18.1%	40.3%	0.0%	0.0%	10.5%	2.4%	4.0%

CONSULTANT NAME: HDR Engineering, Inc.
PROJECT NAME: City of Ketchum Main Street (SH-75) Alternatives Analysis
PROJECT NO.: N/A
KEY NO. N/A

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Hours		Rate		Labor Cost
1 Principal in Charge	=	1.00	@	\$305.00	=	\$305.00
2 Quality Control	=	15.00	@	\$190.00	=	\$2,850.00
3 Project Manager	=	57.50	@	\$224.00	=	\$12,880.00
4 Senior Land Use Planner	=	25.00	@	\$224.00	=	\$5,600.00
5 Planner	=	24.00	@	\$138.00	=	\$3,312.00
6 Senior Traffic Engineer	=	90.00	@	\$226.00	=	\$20,340.00
7 Traffic Engineer	=	200.00	@	\$116.50	=	\$23,300.00
8 Public Involvement Specialist	=	0.00	@	\$179.00	=	\$0.00
9 Public Involvement Support	=	0.00	@	\$126.75	=	\$0.00
10 CADD/Graphic Support	=	52.00	@	\$112.00	=	\$5,824.00
11 Admin. Support	=	12.00	@	\$93.00	=	\$1,116.00
12 Accounting	=	20.00	@	\$85.00	=	\$1,700.00
		TOTAL =		496.50	TOTAL = \$77,227.00	

B. OUT-OF-POCKET EXPENSES

HDR TOTAL ESTIMATED EXPENSE* = \$1,668.10
 * See attached Direct Expenses for HDR

C. ESCALATION

Anticipated Agreement Date: June 22, 2021
 Project Duration: 10 months
 Escalation Period: 5 months

Total Labor Cost		Esc Ratio		Annual Esc		
\$77,227.00	X	50%	x	3.0%	=	\$1,158.41

HDR Subtotal = \$80,053.51

D. SUBCONSULTANTS

Ls Data Collection				\$5,000.00
			Subconsultant Subtotal =	\$5,000.00

TOTAL = \$85,053.51

SULTANT NAME: HDR Engineering, Inc.
 PROJECT NAME: City of Ketchum Main Street (SH-75) Alternatives Analysis
 PROJECT NO.: N/A
 KEY NO. N/A

F. OUT-OF-POCKET EXPENSES SUMMARY

Expense	Unit	Estimated Amount	Unit Cost	Estimated Expense	Comment
1 Printing (8.5x11)	Sheets	200	@ \$ 0.05	= \$ 10.00	
2 Printing (8.5x11 Color)	Sheets	50	@ \$ 0.16	= \$ 8.00	
3 Printing (11x17)	Sheets	100	@ \$ 0.10	= \$ 10.00	
4 Printing (11x17 Color)	Sheets	50	@ \$ 0.32	= \$ 16.00	
5 Postage & Shipping	LS		@ \$ 100.00	= \$ -	
6 Postcards/Shipping Postcards	Each	-	@	= \$ -	
7 Display Boards (16)	sq ft	-	@ \$ 7.00	= \$ -	
8 Roll Plot - Color	sq ft	-	@ \$ 0.90	= \$ -	
9 Display Ad	Each	-	@ \$ 210.00	= \$ -	
10 Meeting Refreshments	LS	-	@ \$ 50.00	= \$ -	
11 Mileage	Miles	-	@ \$ 0.560	= \$ -	
12 Meals	Day	6	@ \$ 66.00	= \$ 396.00	
13 Lodging	Each	2	@ \$ 147.00	= \$ 294.00	
14 Lodging Tax	Each	2	@ \$ 22.05	= \$ 44.10	
15 Airfare - Denver to Boise	Each	1	@ \$ 350.00	= \$ 350.00	
16 Airfare - Spokane to Boise	Each	1	@ \$ 250.00	= \$ 250.00	
17 Rental Car	Each	2	@ \$ 75.00	= \$ 150.00	
18 Fuel	Gals	40	@ \$ 3.50	= \$ 140.00	
HDR Engineering, Inc. Total Estimated Expenses				\$1,668.10	

Task 120

		Number of People Trips 4	Trips 1	Miles/trip	300 Days/Trip 1	Estimated Expense
Expense	Unit					Estimated Expense
Meals	Day	5	@	\$ 66.00	=	\$ 330.00
Lodging	Each	2	@	\$ 147.00	=	\$ 294.00
Lodging Tax	Each	2	@	\$ 22.05	=	\$ 44.10
Airfare - Denver to Boise	Each	1	@	\$ 350.00	=	\$ 350.00
Airfare - Spokane to Boise	Each	1	@	\$ 250.00	=	\$ 250.00
Rental Car	Each	1	@	\$ 75.00	=	\$ 75.00
Fuel	Gals	20	@	\$ 3.50	=	\$ 70.00

14.4

Jordan Block fly to Boise, drive with team to Ketchum
 Sean Messner fly to Boise, drive with team to Ketchum

Task 730

		Number of People Trips 1	Trips 1	Miles/trip	300 Days/Trip 1	Estimated Expense
Expense	Unit					Estimated Expense
Meals	Day	1	@	\$ 66.00	=	\$ 66.00
Rental Car	Each	1	@	\$ 75.00	=	\$ 75.00
Fuel	Gals	20	@	\$ 3.50	=	\$ 70.00

CONSULTANT NAME: L2 Data Collection
PROJECT NAME: City of Ketchum Main Street (SH-75) Alternatives Analysis
PROJECT NO.: N/A
KEY NO. N/A



June 2, 2021

**TRAFFIC DATA COLLECTION SERVICES FOR
HDR
Scope of Services and Cost Proposal**

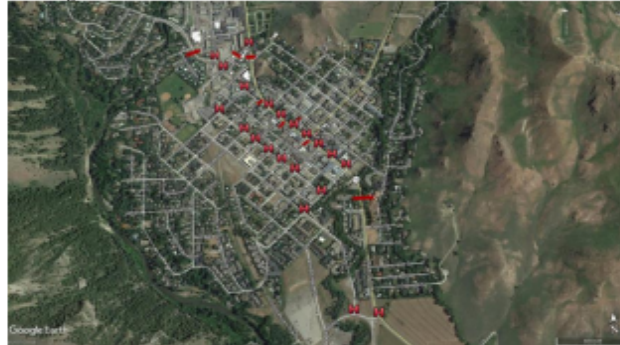
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Main Street and 4th Street (Sun Valley Trail)
Main Street and 5th Street
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SH-75 and 10th Street
Warm Springs Road and 10th Street
Warm Springs Road and Lewis Street
SH-75 and Serenade Lane
2nd Street and Serenade Lane
2nd Street and River Street
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1st Avenue and 2nd Street
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1st Avenue and 4th Street (Sun Valley Trail)
1st Avenue and 5th Street
1st Avenue and 6th Street
1st Avenue and 8th Street
Warm Springs and 8th Street



Site Image:



2. Data Collection: Machine Tube Count

Type: Vehicle Volume & Direction
Duration: 24-hours
Classification: Yes *
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
Main Street east of River Street
Main Street between Sun Valley Road and 2nd Street
Main Street east of 5th Street
SH-75 east of 10th Street
Warm Springs west of Lewis Street
Warm Springs east of 7th Street
10th Street between Warm Springs Road and SH-75

* It may not be possible to collect accurate speed and classification data in the congested areas on Main Street.

3. Deliverables

The Traffic Data Report will be delivered no later than 10 days after the on-site data collection is completed.

4. Contract and Payment Terms

Payment terms for the services listed above are net 90 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

5. Cost Proposal

The total lump-sum cost for the services listed above is \$12,650.00, including travel time, mileage, lodging, data collection and data processing.



Main Street (SH-75) and Warm Springs Corridor Alternatives Analysis Study

August 2, 2021

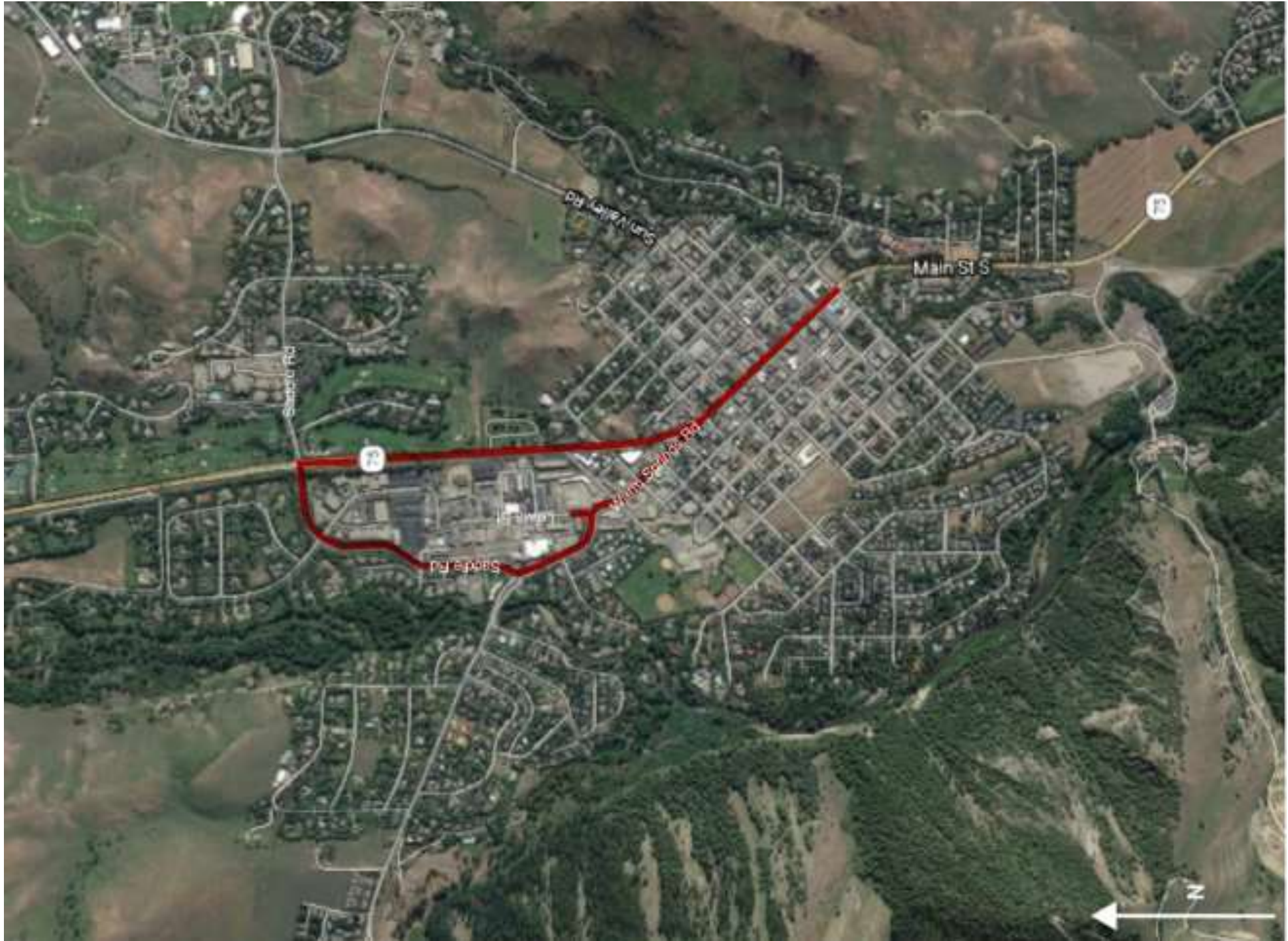


City of Ketchum
Agenda

- Project Background / Purpose
- RFP Process
- HDR – Proposed Scope of Work
- Options
- Direction from Council



Project Background / Purpose





HWY 75

10th Street

Warm Springs Road

Lewis Street

Saddle Road





RFP Process



HDR

Proposed Scope of Work



- Staff worked with HDR to reduce scope where possible (community outreach – city staff will handle)
- Scope contains three phases:
 1. Existing conditions
 2. Future conditions
 3. Alternate analysis / Report of final recommendation



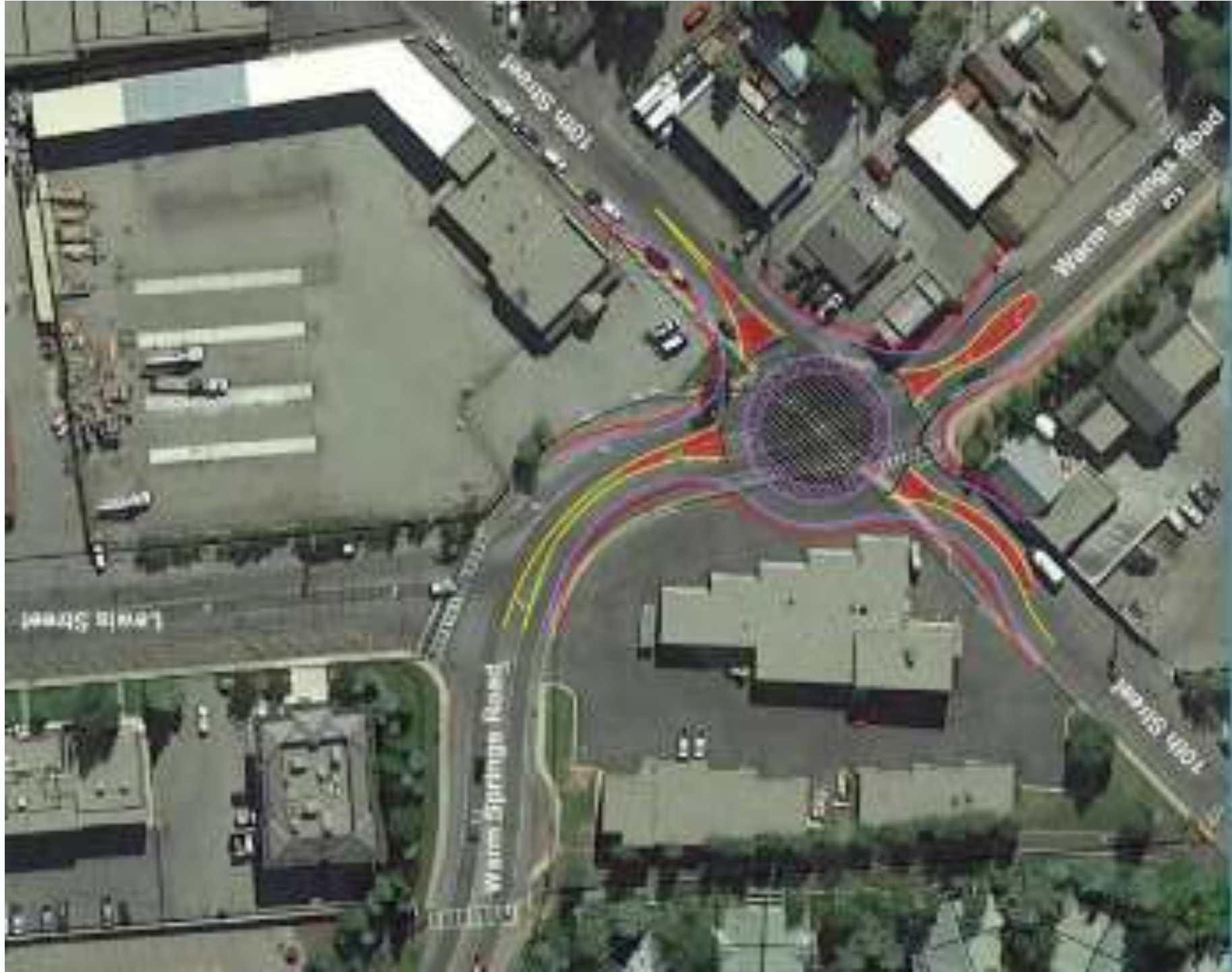
Main Street

- Alternate lane configuration:
4 vs. 2 travel lanes with center turn lane
- Potential to expand pedestrian realm
- Safer on-street parking
- Intersection by intersection review



Warm Springs (10th Street and Lewis Intersections)

- Study session to evaluate re-development opportunities
- Options for consideration
 - Re-alignment of intersections
 - Traditional roundabout / dog bone roundabout
 - Signalization
 - No-build







Options



Option A

Fund both studies from existing budget:

~\$179,539



Option B

Phase studies for multi-year funding option.
Based on the scope the projects may be broken into 3 phases for consideration:

Study	Phasing Cost			Total Cost
	Phase 1 Existing Conditions	Phase 2 Future Conditions	Phase 3 Alt. Analysis & Report	
Warm Springs Road, 10th Street, and Lewis Street Intersection	\$ 34,699.47	\$ 11,493.00	\$ 48,294.00	\$ 94,486.47
Main Street Lane Reconfiguration	\$ 37,672.51	\$ 11,760.00	\$ 35,621.00	\$ 85,053.51



Option C

Fund existing budgeted amount (\$100K) and request funding from KURA for remainder at their August 16th meeting.



Staff Recommendation

Option B and C

\$143,918.98



Council Direction