



AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/86966036683>
Webinar ID: 869 6603 6683
2. Address the Council in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

4. Public Comment
5. ACTION ITEM: Election of Council President
6. Proclamation – Appreciation for Health Care and Front-Line Workers.

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.

7. ACTION ITEM: Approve minutes of February 7, 2022, as submitted by Tara Fenwick, City Clerk.
8. ACTION ITEM: Recommendation to receive and file the Treasurer's financial reports, as submitted by Shellie Gallagher Rubel, Treasurer.
9. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Gallagher Rubel, Treasurer.

- [10.](#) 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 \$680,993.23., as submitted by Shellie Gallagher Rubel, Treasurer.
- [11.](#) ACTION ITEM: Recommendation to approve P.O. #22057 with DC Engineering Services, as submitted by Gio Tognoni, Water Supervisor.
- [12.](#) ACTION ITEM: Recommendation to approve Resolution 22-015 for a Water Lease, as submitted by Gio Tognoni, Water Supervisor.
- [13.](#) ACTION ITEM: Recommendation to approve HAWK Maintenance Cooperative Agreement #22759, as submitted by Sheri Newland, City Engineer.
- [14.](#) ACTION ITEM: Recommendation To Approve Agreement #22760 Between the City of Ketchum and the Ketchum Urban Renewal Agency, as submitted by Suzanne Frick, Director Planning and Building.
- [15.](#) ACTION ITEM: Recommendation to approve the Condominium Preliminary Plat and adopt Findings of Fact, Conclusions of Law, and Decision for the 231 Sun Valley Rd Condos, as submitted by Suzanne Frick, Director Planning and Building.
- [16.](#) ACTION ITEM: Recommendation to approve P.O. #22065 with Granicus for Short-term Rental Compliance Services, as submitted by Jade Riley, City Administrator.

PUBLIC HEARING:

- [17.](#) ACTION ITEM: Recommendation to conduct a public hearing and third reading by title only of Ordinance #1232, an amendment to the Official District Zoning Map designation of 104 Neils Way, as submitted by Suzanne Frick, Director Planning and Building.
- [18.](#) ACTION ITEM: Recommendation to Hold a Public Hearing and Approve the Ketchum Townsite: Block 82, Lot 13A Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision, as submitted by Suzanne Frick, Director Planning and Building.

NEW BUSINESS:

- [19.](#) Sun Valley Economic Development Report, as submitted by Harry Griffith, Executive Director Sun Valley Economic Development.
- [20.](#) ACTION ITEM: Discussion regarding city standard paver for downtown projects, as submitted by Sherri Newland, City Engineer.
- [21.](#) Update and Discussion on Sun Valley Road Project, as submitted by Sheri Newland, City Engineer and Jade Riley, City Administrator.
- [22.](#) Update on Housing Action Plan, as submitted by Jade Riley, City Administrator:
 - a. Discussion regarding ballot language options for May Local Option Tax (LOT) election"
 - b. ACTION ITEM: Proposed contract adjustment for Agnew Beck

EXECUTIVE SESSION:

ADJOURNMENT:

Lisa Enourato

From: Ananda Kriya <akashasv123@gmail.com>
Sent: Monday, February 07, 2022 12:45 PM
To: Leslie Manookian
Cc: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org
Subject: Re: Misinformation, open discourse, and hypocrisy

Very cogent communication from Leslie. As for the council's actions, they remind one of the spider, sensing its imminent death, spins a mummified weblike cocoon encasing its own body, and is left hanging, well insulated, dangling futilely from its own cob-mesh. Later, nature, serving as pallbearers, makes good use of the corpse. Open up the meetings to the unmuzzled wisdom of the public, whom you were meant to serve. Always remembering, the real safety is sanity. Fear not!

On Mon, Feb 7, 2022 at 10:59 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

It is great to hear that you always respond to media and are open to a roundtable discussion. The reason I responded to the news outlet is because I believe in open, honest, public debate so that our community can be as educated as possible, listen to different information, and make their own informed decisions. I feel this discussion has been sorely lacking in our valley and across our nation and that many people feel they have been shut out of the discussion.

The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian
leslie.manookian@me.com

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

I have never been contacted by "a local news outlet" to participate in any roundtable discussion, and I always respond to media inquiries. Please correct your own "misinformation" that you are spreading about me.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:00 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <m david@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Misinformation, open discourse, and hypocrisy

Dear Ketchum Mayor and city council,

I watched the Sun Valley city council meeting last Thursday and was stunned and disappointed at the alarming lack of knowledge of some of the council members. They were unaware the [CDC has admitted most masks](#) don't work to stop viral transmission. (Also [see](#).) They were unaware that COVID-19 injections do not stop transmission as admitted by [CDC](#), the [Pfizer CEO](#), and even [Bill Gates](#). They were unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHED's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHED must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Courtney Hamilton <hamilton.courtney1@gmail.com>
Sent: Monday, February 07, 2022 12:46 PM
To: Participate
Subject: Fwd: Mandate

----- Forwarded message -----

From: **Parker Morris** <5bfruitketchum@gmail.com>
Date: Mon, Feb 7, 2022 at 11:28 AM
Subject: Mandate
To: Courtney Hamilton <hamilton.courtney1@gmail.com>, Jim Slanetz <jslanetz@ketchumidaho.org>, <nbradshaw@ketchumidaho.org>

Reaching out as a local business owner to strongly urge the removal of this mandate. We have struggled to deal with the division, lack of enforcement, and illegality of this mandate since it was passed and it has severely negatively impacted our business. We have many veteran customers with legitimate concerns regarding wearing masks and it's really not fair for us to refuse them service... frankly I won't do it. It negatively effects all businesses by putting us in the position to enforce these draconian measures which isn't fair in the slightest. I know many other business owners have already reached out today so please please listen to the people you are supposed to be serving. This mandate doesn't work and many of us refuse to follow it anyway. You will make everyone's lives easier by removing this silliness and you will massively reduce negative confrontations and division within our community. Please listen to the people!

--

Courtney Hamilton
208.481.1211

Lisa Enourato

From: Courtney Hamilton
Sent: Monday, February 07, 2022 12:48 PM
To: Participate
Subject: Fwd: Mask mandates

Get [Outlook for iOS](#)

From: tljj1967 <tljj1967@protonmail.com>
Sent: Monday, February 7, 2022 11:27 AM
To: Courtney Hamilton
Subject: Mask mandates

Dear Ms. Hamilton.

I am writing you in regard to the decision of whether to keep mask mandates for Ketchum or not. I urge you to consider all the recent information that has come out after much research and release of data that shows these mandates are more detrimental to the citizenry than helpful. I understand how this decision was initially made from the fear of an unknown new sickness. However, it is now widely known that all of the lockdowns, mandates and PCR testing have been more harmful than helpful in containing this. Please allow this very intelligent community to decide for themselves how best to protect themselves and each other. And it is not by ineffective and useless masks. Thank you for your continued service to our community.

Sincerely,

Judy Johnson

Sent from ProtonMail for iOS


Lisa Enourato

From: Paige Lethbridge <paigelethbridge@me.com>
Sent: Monday, February 07, 2022 12:50 PM
To: Participate
Subject: Ketchum indoor mask mandates

City council and mayor,

Please lift the Ketchum indoor mask mandates. Many states, counties and cities throughout the US have lifted them, as have many other countries around the world. I also plead with you to research the new Johns Hopkins studies coming out regarding masking, vaccines, lockdowns etc.

Thanks for listening.

Paige Lethbridge
208-720-4990
Sent from my 

Lisa Enourato

From: Ed Kelly <emt.edk@protonmail.com>
Sent: Monday, February 07, 2022 1:03 PM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Cc: amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org;
heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org
Subject: Ending mandates

<https://www.nytimes.com/2022/02/07/nyregion/nj-school-mask-mandate-murphy.html>

NJ governor to end mask mandates.

The COVID-will-kill-us-all-so-give-up-your-human-rights narrative has crumbled, and the anti-scientific and harmful mask agenda is dissolving with it:

<https://www.nytimes.com/2022/02/07/nyregion/nj-school-mask-mandate-murphy.html>

Lisa Enourato

From: Scott Freeborn <nativenaturopathics@gmail.com>
Sent: Monday, February 07, 2022 1:23 PM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; sam.linnett@haileycityhall.org; Courtney Hamilton; Michael David; Participate; amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; larastone@blaineschools.org
Subject: Re: Misinformation, open discourse, and hypocrisy

To Ketchum Mayor and City Council,

I recently ordered a coffee to go at Starbucks in Ketchum. As I picked up my cup and was heading to the exit, a gentleman from behind the counter told me that I "need to wear a mask". I calmly said, are you referring to the "Ketchum Mandate" per the sign on your entrance? He replied, "yes". I said, "per the Ketchum mask mandate, I am exempt from having to wear a mask". To which the man replied, "there are no exemptions". I said, "you must not be aware of the exemptions in the mandate, because I am". The man then became upset and told me that he can "refuse service to anyone I want", and I replied, "Well yes you can, but that is a different position than the one listed on your door and to which you originally stated you were asking me to comply with". Now, visibly upset, the man demanded that I "stop arguing and wear a mask".

This interaction pretty well illustrates how I feel even submitting a request to this council. When people act from an emotionally driven space of fear then they are literally unable to discuss, let alone act, from a position that is reached through logic and deductive reasoning.

I don't really care if you extend the mask mandate, I will no longer comply. Your inability to see beyond emotions and to discuss with logic and reasoning the obvious grey that begs individuals to trust one and other and to behave with personal responsibility is just like my conversation with the employee at Starbucks.

I have lost all respect for your council and your ability to lead.

Sincerely,
Susan Tompkins

On Mon, Feb 7, 2022 at 10:59 AM Leslie Manookian <leslie.manookian@me.com> wrote:

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The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

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Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
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I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Maya JB Burrell <bhathorraj@fastmail.fm>
Sent: Monday, February 07, 2022 1:50 PM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org
Subject: ketchum mask vote

dear ketchum,

to follow up on my previous letter, i realize that some of you were just re-elected and may feel that you have your own 'mandate' for your policies. you may be right in the short term. but i encourage you to look at the bigger picture.

you live in a small community. for the most part, we all know each other, or will at some time come into contact. at the beginning of all this, none of us were sure what was going on. NOW, there is no excuse! even your lord and savior, tony fauci, is now saying what real science has been saying all along, that everyone will be getting covid and that masks, vaccines and lockdowns will not prevent it. covid has been infecting us for eons of time and this time is no different.

the point here is that you will not be able to escape the consequences of your authoritarian actions. we see you. we know you. the pro-maskers will forgive you for ending the mandates because even they have come to understand that this should be individual choice based upon individual health. however, the anti-mandaters will never forgive or forget what you are doing to our society. the anti-mandaters have taken the time to educate themselves and rightly expect that you have done the same, since it's your job to do so. therefore, there is only ONE explanation for your behavior; that you have nefarious ulterior purposes. at the beginning, we all understood the confusion and mixed messages. but we are not at the beginning anymore.

honestly, it is sad for me to think about how you are destroying your reputations in this community because i know all of you and think you are good people at your core. but you shouldn't be in politics in a small community if you don't have the courage to stand up for what is right. it is inevitable that masks will go away very soon. depending upon your choices tonight, it may be inevitable that you too will be going away soon, because it is difficult to live happily in a small community such as ours under the burden of condemnation. of course this is personal, because the mandate is personal. the mandate forces people to behave in a way that you politicians decide to be correct, regardless of the fact that there is no scientific evidence that paper masks work. that is oppression. and any time one party oppresses another, in our free country anyway, it is the responsibility of free and the brave to protect the oppressed.

to end on a good note, i can hope you have clarity of thought for your big decision. your choice can help educate our community and begin to ease the unnecessary fears that have divided us. fear is more destructive than any virus can possibly be. so use your powers wisely and in the best service of the highest good.

regards,

maya

--

Maya JB Burrell
208.471.0360
bhathorraj@fastmail.fm

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Monday, February 07, 2022 4:11 PM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Monday, February 7, 2022 - 4:10pm

Submitted by anonymous user: 70.171.140.142

Submitted values are:

First Name Karen

Last Name Cox

Email kzcox@yahoo.com

Question/Comment

It's time to give up your mask mandate! Science has proven they don't work. Time to make Ketchum great again!

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10351>

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Monday, February 07, 2022 4:14 PM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Monday, February 7, 2022 - 4:14pm

Submitted by anonymous user: 70.171.140.142

Submitted values are:

First Name Carter

Last Name Cox

Email cartermadison@yahoo.com

Question/Comment Time to get rid of the masks, science has proven they do not work!

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10353>

Lisa Enourato

From: H Boyle <Boylehp@yahoo.com>
Sent: Monday, February 07, 2022 4:35 PM
To: Participate
Subject: For City Council on Sustainable Power Generation discussion at 2/7/22 meeting

As you consider next year's renewal with Idaho Power, the path of least resistance is just renewing, getting as many concessions out of them to bury lines as you can. As they are a monopoly, what other choice does the City have?

There is one option that perhaps we should do some work on to assess its viability. We are sitting directly on top of one of the most active geothermal areas in the country. We currently only use a fraction of its potential, for hot water.

Can we tap that energy for electricity generation on a reasonable cost basis? Upfront construction of geothermal is expensive, but on an ongoing basis, it is almost free. It is the most sustainable form of energy, and has almost no environmental risks.

If we had an alternative to IPC, particularly if for truly clean energy, even if initially only for a portion of our power needs, it would significantly improve our bargaining hand with them. Can we get an assessment on this from a third party with the relevant expertise? Here is a list: <https://www.nseenergybusiness.com/features/us-geothermal-power-companies/#>

Thank you,

Perry Boyle
Ketchum

Lisa Enourato

From: Raiza Giorgi <giorgibranding@gmail.com>
Sent: Monday, February 07, 2022 5:33 PM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Please End the Mask Mandates

Dear City Council members,

Despite the negativity you got I want to thank you for rescinding the mask mandate! Know we all aren't like that, we are parents and community members that want to make our own health decisions and you made the best move tonight!

Much appreciation
Raiza Giorgi
Bellevue resident

Sent from my iPhone

On Feb 7, 2022, at 9:17 AM, Raiza Giorgi <giorgibranding@gmail.com> wrote:

Hello Ketchum City Council members,
I am a Blaine County resident, I live in Bellevue and I am imploring you to get rid of the mask mandates for the City of Ketchum.
I have yet to come across a study that masks work and I have tried, and there is no concrete evidence that masks work.

One question you should ask yourselves.
"If masks work, why don't they?"

This 2019 study of 2862 participants showed that both N95 respirators and surgical masks "resulted in no significant difference in the incidence of laboratory confirmed influenza."

<https://principia-scientific.com/the-science-masks-are-neither-effective-nor-safe/>

Also in this study, if you scroll down and read the section "Are Masks Safe?"

Researchers are concerned about possible burden of facemasks during physical activity on pulmonary, circulatory and immune systems, due to oxygen reduction and air trapping reducing substantial carbon dioxide exchange. As a result of hypercapnia, there may be cardiac overload, renal overload, and a shift to metabolic acidosis. (31)

AKA Masks are restricting oxygen needed to keep the body working effectively and people are inhaling more of their own CO2 and getting sicker.

The CDC in fact recently revised its guidelines on masks, admitting that cloth masks do virtually nothing to stop the spread of COVID.

On April 24, 2020 the Food and Drug Administration (“FDA”) issued an EUA letter to all “Manufacturers of Face Masks; Health Care Personnel; Hospital Purchasing Departments and Distributors; and Any Other Stakeholders,” allowing manufacturers to produce cloth and non-surgical face masks to sell and distribute to the general public and health care practitioners, so long as, “[the] product is not labeled in such a manner that would misrepresent the product’s intended use; for example, the labeling must not state or imply that the product is intended for antimicrobial or antiviral protection or related uses or is for use such as infection prevention or reduction[.]”

Thus, by the FDA’s own admission, face masks such as those in common use by the public are not intended to protect the wearer or others from the COVID-19 virus, as they do not prevent or reduce infection.

A quote from a recent Time article written by a physician

"An Arizona study frequently cited by CDC director Rochelle Walensky as evidence for continued masking in schools has been **thoroughly dismantled**. More and more experts have concluded that the evidence for masks in schools **doesn’t hold up to scrutiny**. There are **several studies that show a minimal reduction** in COVID-19 transmission with **masks in schools**, but the results were not statistically significant."

<https://time.com/6145291/end-mandatory-masks-schools/>

Here are some links I have found that might be eye opening for you. And these are all with sources cited and referenced.

<https://worlddoctorsalliance.com/blog/masks-human-rights/>

<https://aapsonline.org/mask-facts/>

A quote I learned in school that you should take into consideration.

"What is popular is not always right, and what is right is not always popular".

Do what is right and take the masks off. Thank you for listening.

Kind regards,
Raiza Giorgi
Bellevue resident

Lisa Enourato

From: Kristen Spachman <ktspachman@gmail.com>
Sent: Monday, February 07, 2022 5:36 PM
To: Participate; Neil Bradshaw
Subject: Thank you!!!!

Hopefully, our town can work together and return to the smiling, welcoming place it was before this began. I appreciate you reading my emails.

Thank you,

Kristen Spachman

Lisa Enourato

From: James Kreyssig <jeff.kreyssig@gmail.com>
Sent: Monday, February 07, 2022 5:52 PM
To: Leslie Manookian
Cc: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Angenie McCleary; martha.burke@haileycityhall.org; Kaz Thea; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org; editor@mtexpress.com
Subject: Re: Misinformation, open discourse, and hypocrisy

Elected ones, or should I say anointed ones? Or annoying ones?

It is becoming increasingly clear, now that we are in year two? (seems like forever) of the scamdemic that the "science" is changing. "Science" and your after hours actions indicate that there is no clear reason to continue the mask mandates. I realize that the Geritol set, which comprises a majority of your constituents, feel falsely secure with one in place but it's a false sense of security. The fact that I still see people solo in their vehicles, wearing a mask, is a tribute to your lack of understanding of the "science" and to Greg Foley, Idiot in Chief of the IME that fans the flames in every boring edition.
ZZZZZ

Time for the people to rise up and call you all out for the piss poor management of this crisis. School learning at an almost standstill in 2021. Businesses closing. People ending their lives due to the irresponsible reporting of the media and yet here you all are saying, "do as we say, not as we do" Beyond PATHETIC! Resign now, all of you!

Jeff Kreyssig
Blaine Co property and business owner.

PS: I have not worn a mask at my business since the start and will continue to defy your bullshit mandates.

On Mon, Feb 7, 2022 at 10:59 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

It is great to hear that you always respond to media and are open to a roundtable discussion. The reason I responded to the news outlet is because I believe in open, honest, public debate so that our community can be as educated as possible, listen to different information, and make their own informed decisions. I feel this discussion has been sorely lacking in our valley and across our nation and that many people feel they have been shut out of the discussion.

The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian
leslie.manookian@me.com

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

I have never been contacted by "a local news outlet" to participate in any roundtable discussion, and I always respond to media inquiries. Please correct your own "misinformation" that you are spreading about me.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:00 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Misinformation, open discourse, and hypocrisy

Dear Ketchum Mayor and city council,

I watched the Sun Valley city council meeting last Thursday and was stunned and disappointed at the alarming lack of knowledge of some of the council members. They were unaware the [CDC has admitted most masks](#) don't work to stop viral transmission. (Also [see](#).) They were unaware that COVID-19 injections do not stop transmission as admitted by [CDC](#), the [Pfizer CEO](#), and even [Bill Gates](#). They were unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnett of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and

firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHD's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHD must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Kerrin McCall <kerrinmac@gmail.com>
Sent: Monday, February 07, 2022 6:54 PM
To: Participate
Subject: Thank you

Thank you Mayor Bradshaw and City Council. I am thrilled that you have rescinded the mask ordinance.

Peace and Happiness.
Kerrin

Lisa Enourato

From: Buck Westfall <buck.westfall@gmail.com>
Sent: Tuesday, February 08, 2022 8:49 AM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Thank you!

Thank you for rescinding the mask mandate!

It is heartening to see facts and logic used in decision making and policy instead of fear which shuts down the executive brain.

Warm Regards

Buck Westfall

Lisa Enourato

From: Dave Triolo <davetriolo58@gmail.com>
Sent: Tuesday, February 08, 2022 8:07 PM
To: Participate
Cc: mdee@mtexpress.co
Subject: Blaine County, Idaho Covid Case Tracker - The New York Times

Isn't lifting the mask mandate premature and unsafe? See attached article with recommendations and statistics.

Please publish so reader's have additional information and facts-it's your responsibility

<https://www.nytimes.com/interactive/2021/us/blaine-idaho-covid-cases.html>

Sent from my iPhone

Lisa Enourato

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Wednesday, February 09, 2022 10:18 AM
To: Amanda Breen
Cc: dfosbury@co.blaine.id.us; amccleary@co.blaine.id.us; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; mgriffith@sunvalleyidaho.gov; ksaks@sunvalleyidaho.gov; jconard@sunvalleyidaho.gov; bdufur@sunvalleyidaho.gov; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; cjohnson@bellevueidaho.us; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Misinformation, open discourse, and hypocrisy
Attachments: convo.pdf

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

The fact that you made such statements suggests you only read what the Idaho Mountain Express (IME) deceptively and disingenuously wrote about the lawsuit, not the lawsuit itself. So please clarify, did you actually read the lawsuit before you made your allegations?

It might also interest you to know that one of the authors of the op ed to the IME alleging antisemitism in our lawsuits reached out to me to sit down and talk. Apparently, those authors did not read the lawsuit itself and were merely reacting to the dishonest spin of the IME.

Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

Unfortunately, I have first hand experience with the IME censoring. They used to publish my letters and guest opinions (which I fully referenced in the medical literature) but stopped doing so about 3-4 years ago. I actually wrote to the IME to request an explanation and correction regarding their dishonest reporting on our lawsuits and they never even responded. Additionally, I know of about 8-10 valley residents who submitted letters to the IME about their family's vaccine injuries and the IME did not print them. Others I know have allegedly submitted letters to IME endorsing a political candidate and the IME did not print them. The abject failure of the IME and other media nationwide to conduct honest investigative journalism is one of the gravest issues facing our nation, dividing our populace, and one the very reasons we find ourselves in this situation.

To be crystal clear, I do not submit information or make allegations I cannot substantiate, believe to be true, and have made a good faith effort to verify. That applies to every word in this email and everything I submit to the city.

In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

I respectfully request an answer to my questions and a correction on the public record.

I sincerely believe that transparency and open dialogue are the answer to healing our community and nation. That requires true public meetings conducted in person, it requires respect for those with whom we disagree, not name calling, and it requires open and honest public debate reflecting varying perspectives. I hope we all can agree on that.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

On Feb 7, 2022, at 5:43 PM, Amanda Breen <ABreen@ketchumidaho.org> wrote:

I never received any voicemail from your unnamed "local media outlet," and I can assure you there was no technical glitch. My voicemail has been fully functional, and my email address and cell number are public for anyone to contact me. As you can see, I am very responsive. It appears that either you or your unnamed local media outlet are not telling the truth here. Makes me wonder what other "facts" that you share publicly are not actually supported by truth or rigorous research, but are instead intentional misinformation designed to frighten the vulnerable and promote your conspiratorial narrative.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:59 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Fwd: Misinformation, open discourse, and hypocrisy

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

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The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian
leslie.manookian@me.com

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

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

From: Leslie Manookian <leslie.manookian@me.com>

Sent: Monday, February 7, 2022 10:00 AM

To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>

Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>

Subject: Misinformation, open discourse, and hypocrisy

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Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Allison Goodwin <allisongoodwin1@gmail.com>
Sent: Wednesday, February 09, 2022 10:40 AM
To: Leslie Manookian
Cc: Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Misinformation, open discourse, and hypocrisy

Thank You Leslie,

You are Articulate, Accurate and Profound. I too have been Censored by the IME - they only publish letters that fit their distorted 'narrative' Therefore, I do what you are doing (on a much smaller scale) and that is direct communications (BCC'ing for the most part) my 40-50 local friends & acquaintances - Our Groups are Growing and speaking out, And we are not stopping.

So I call for Ms. Breen to Resign from her position on the City Council and I call for an Audit of her finances as it appears she's either very ignorant (doubtful) or she has Accepted possible illicit Funds to Tow her complete BS Narrative.

Thank You,
Allison Goodwin
Warm Springs

On Wed, Feb 9, 2022 at 10:23 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and

bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

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Sincerely,

Leslie Manookian
leslie.manookian@me.com

On Feb 7, 2022, at 5:43 PM, Amanda Breen <ABreen@ketchumidaho.org> wrote:

I never received any voicemail from your unnamed "local media outlet," and I can assure you there was no technical glitch. My voicemail has been fully functional, and my email address and cell number are public for anyone to contact me. As you can see, I am very responsive. It appears that either you or your unnamed local media outlet are not telling the truth here. Makes me wonder what other "facts" that you share publicly are not actually supported by truth or rigorous research, but are instead intentional misinformation designed to frighten the vulnerable and promote your conspiratorial narrative.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:59 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Fwd: Misinformation, open discourse, and hypocrisy

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leslie.manookian@me.com

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Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

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Subject: Misinformation, open discourse, and hypocrisy

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I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable

discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

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Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

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I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

--
~~~~~  
Allison Goodwin  
775.781.1837

## Lisa Enourato

---

**From:** Leslie Manookian <leslie.manookian@me.com>  
**Sent:** Wednesday, February 09, 2022 10:46 AM  
**To:** Allison Goodwin  
**Cc:** Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Re: Misinformation, open discourse, and hypocrisy

Allison,

I condemn your comments about council person Breen and do not support them or agree. Baseless accusations, are exactly what I was calling out.

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

On Feb 9, 2022, at 10:39 AM, Allison Goodwin <[allisongoodwin1@gmail.com](mailto:allisongoodwin1@gmail.com)> wrote:

Thank You Leslie,  
You are Articulate, Accurate and Profound. I too have been Censored by the IME - they only publish letters that fit their distorted 'narrative' Therefore, I do what you are doing (on a much smaller scale) and that is direct communications (BCC'ing for the most part) my 40-50 local friends & acquaintances - Our Groups are Growing and speaking out, And we are not stopping.

So I call for Ms. Breen to Resign from her position on the City Council and I call for an Audit of her finances as it appears she's either very ignorant (doubtful) or she has Accepted possible illicit Funds to Tow her complete BS Narrative.

Thank You,  
Allison Goodwin  
Warm Springs

On Wed, Feb 9, 2022 at 10:23 AM Leslie Manookian <[leslie.manookian@me.com](mailto:leslie.manookian@me.com)> wrote:

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a

conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

The fact that you made such statements suggests you only read what the Idaho Mountain Express (IME) deceptively and disingenuously wrote about the lawsuit, not the lawsuit itself. So please clarify, did you actually read the lawsuit before you made your allegations?

It might also interest you to know that one of the authors of the op ed to the IME alleging antisemitism in our lawsuits reached out to me to sit down and talk. Apparently, those authors did not read the lawsuit itself and were merely reacting to the dishonest spin of the IME.

Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

Unfortunately, I have first hand experience with the IME censoring. They used to publish my letters and guest opinions (which I fully referenced in the medical literature) but stopped doing so about 3-4 years ago. I actually wrote to the IME to request an explanation and correction regarding their dishonest reporting on our lawsuits and they never even responded. Additionally, I know of about 8-10 valley residents who submitted letters to the IME about their family's vaccine injuries and the IME did not print them. Others I know have allegedly submitted letters to IME endorsing a political candidate and the IME did not print them. The abject failure of the IME and other media nationwide to conduct honest investigative journalism is one of the gravest issues facing our nation, dividing our populace, and one the very reasons we find ourselves in this situation.

To be crystal clear, I do not submit information or make allegations I cannot substantiate, believe to be true, and have made a good faith effort to verify. That applies to every word in this email and everything I submit to the city.

In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

I respectfully request an answer to my questions and a correction on the public record.

I sincerely believe that transparency and open dialogue are the answer to healing our community and nation. That requires true public meetings conducted in person, it requires respect for those with whom we disagree, not name calling, and it requires open and honest public debate reflecting varying perspectives. I hope we all can agree on that.

Sincerely,

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

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**Cc:** [amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us) <[amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us)>; [martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org) <[martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org)>; [kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org) <[kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org)>; [heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org) <[heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org)>; [sam.linnett@haileycityhall.org](mailto:sam.linnett@haileycityhall.org) <[sam.linnett@haileycityhall.org](mailto:sam.linnett@haileycityhall.org)>; [larastone@blaineschools.org](mailto:larastone@blaineschools.org) <[larastone@blaineschools.org](mailto:larastone@blaineschools.org)>

**Subject:** Fwd: Misinformation, open discourse, and hypocrisy

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[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

--

~~~~~

Allison Goodwin
775.781.1837

Lisa Enourato

From: Mitzi Mecham <notesmusic@msn.com>
Sent: Wednesday, February 09, 2022 10:51 AM
To: Leslie Manookian; Amanda Breen
Cc: dfosbury@co.blaine.id.us; amccleary@co.blaine.id.us; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; mgriffith@sunvalleyidaho.gov; ksaks@sunvalleyidaho.gov; jconard@sunvalleyidaho.gov; bdufur@sunvalleyidaho.gov; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; cjohnson@bellevueidaho.us; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Misinformation, open discourse, and hypocrisy

Thank you for your ever present and accurate responses to all this tumultuous discourse. I know that I look forward to reading and re-reading your articles everything they are written by you. I even look up the research that use in your dialog. You and this group are as far from antisemitic as it gets. We are very aware of smear tactics here in our valley and the Amazing Amount of Bias from the IME. I, myself, can not read it very often as it is blatantly one sided, devisive and jus5 sickening to me.

Thank you for all you do and representing us in a fair, balanced and researched back facts. You are greatly appreciated!

esFrom: Leslie Manookiaen, <leslie.manookian@me.com>
Sent: Wednesday, February 9, 2022 10:18 AM
To: Amanda Breen <ABreen@ketchumidaho.org>
Cc: dfosbury@co.blaine.id.us <dfosbury@co.blaine.id.us>; amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; mdavis@co.blaine.id.us <mdavis@co.blaine.id.us>; phendricks@sunvalleyidaho.gov <phendricks@sunvalleyidaho.gov>; mgriffith@sunvalleyidaho.gov <mgriffith@sunvalleyidaho.gov>; ksaks@sunvalleyidaho.gov <ksaks@sunvalleyidaho.gov>; jconard@sunvalleyidaho.gov <jconard@sunvalleyidaho.gov>; bdufur@sunvalleyidaho.gov <bdufur@sunvalleyidaho.gov>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; juan.martinez@haileycityhall.org <juan.martinez@haileycityhall.org>; kgoldman@bellevueidaho.us <kgoldman@bellevueidaho.us>; dbrown@bellevueidaho.us <dbrown@bellevueidaho.us>; gcappel@bellevueidaho.us <gcappel@bellevueidaho.us>; smahoney@bellevueidaho.us <smahoney@bellevueidaho.us>; cjohnson@bellevueidaho.us <cjohnson@bellevueidaho.us>; jrangel@bellevueidaho.us <jrangel@bellevueidaho.us>; nbradshaw@ketchumidaho.org <nbradshaw@ketchumidaho.org>; jslanetz@ketchumidaho.org <jslanetz@ketchumidaho.org>; chamilton@ketchumidaho.org <chamilton@ketchumidaho.org>; mdavid@ketchumidaho.org <mdavid@ketchumidaho.org>; participate@ketchumidaho.org <participate@ketchumidaho.org>
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frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

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Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

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To be crystal clear, I do not submit information or make allegations I cannot substantiate, believe to be true, and have made a good faith effort to verify. That applies to every word in this email and everything I submit to the city.

In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

I respectfully request an answer to my questions and a correction on the public record.

I sincerely believe that transparency and open dialogue are the answer to healing our community and nation. That requires true public meetings conducted in person, it requires respect for those with whom we disagree, not name calling, and it requires open and honest public debate reflecting varying perspectives. I hope we all can agree on that.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

On Feb 7, 2022, at 5:43 PM, Amanda Breen <ABreen@ketchumidaho.org> wrote:

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Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>

Sent: Monday, February 7, 2022 10:59 AM

To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <m david@ketchumidaho.org>; Participate <participate@ketchumidaho.org>

Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>

Subject: Fwd: Misinformation, open discourse, and hypocrisy

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reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

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Leslie Manookian
leslie.manookian@me.com

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Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

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Regards,

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Ketchum City Council
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Ketchum, Idaho 83340-2315
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Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Misinformation, open discourse, and hypocrisy

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I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHED's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHED must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Maya JB Burrell <bhathorraj@fastmail.fm>
Sent: Wednesday, February 09, 2022 12:45 PM
To: dfosbury@co.blaine.id.us; amccleary@co.blaine.id.us; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; mgriffith@sunvalleyidaho.gov; ksaks@sunvalleyidaho.gov; jconard@sunvalleyidaho.gov; bdufur@sunvalleyidaho.gov; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; cjohnson@bellevueidaho.us; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: mask mandate

dear ketchum,

thank you for your decision to overturn the mask mandate and be a leader in our greater Wood River Valley governments. there has been a fear campaign conducted against our citizens and your leadership is a good step in helping our citizens begin to think clearly again about what has been happening to us for the past two years.

i would note from the Mountain Express reporting that Michael and Amanda especially are being characterized as feeling victimized by all the angry letters the city received regarding this issue. i hope that is not actually how you feel and that you've been misquoted. how are you, who are in positions of power and authority over the citizens of our community, the ones who are being victimized? people can be angry and passionate in how they express themselves, but you are the ones issuing mandates that control the freedoms and behavior of others. if anyone can claim victimization, it is all the citizens, such as myself, who have been attacked and discriminated against by ACTIONS, not just WORDS. we have been denied positive community interaction, yelled at, kicked out of public places and denied the right to enter businesses because of YOUR ACTIONS! how exactly have you been victimized by people being rude in expressing their contrary opinions fighting back against government oppression?

at this point i would suggest you abandon this cloak of victimhood. it is a weak and does not serve you well. it's like crying over spilt milk when you're the one who spilled the milk on purpose. you had to have known when you voted for mandates several times, that many in the public would be unhappy with your decision. you had to have known americans would experience this as taking away their freedoms to make their own healthcare decisions. what happened to 'My Body, My Choice?' if you had done your research, you should have known that the CDC and Fauci would kick you to the curb in order to protect themselves, which is what is happening now. if you did not know these things, then you are naive. fine. pull yourselves up by the bootstraps, admit your mistakes or change your mind, but don't play the victim. you have been the victimizers and the only way to understand this is to admit the situation and promise to do better.

courtney, your vote is really beyond belief. i can't understand it except to think that somewhere you were trained to believe authority and not question anything. i know you are a very intelligent person so perhaps going into some sort of counseling that can help you unwind this childhood mental conditioning of trying to be the good little girl might help you in other areas of your life. the 'authorities' you are listening to are purposely misleading you, probably for the ulterior purpose of money. the pharmaceutical companies are making record profits at the expense of people's lives. that is evil. that is not you. but if you are in a position of power, you have an obligation to see through this evil on behalf of the people who depend upon you to represent them honestly.

jim and neil, thank you for holding the sanity during these difficult times. we knew it was inevitable because people are basically good. fear warps their goodness. perhaps now we can all begin to heal.

maya

--

Maya JB Burrell

208.471.0360

bhathorraj@fastmail.fm

Lisa Enourato

From: Allison Goodwin <allisongoodwin1@gmail.com>
Sent: Wednesday, February 09, 2022 5:36 PM
To: Leslie Manookian
Cc: Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Misinformation, open discourse, and hypocrisy

Thank you Leslie,
I respect your opinion and have taken your wise words with consideration.

Had I watched this earlier, I would have included it - The Most Important Video I have Ever Shared so I'm passing it along to All. Find time for the World Court of Nuremberg 2022. <https://rumble.com/vuc7nt-world-court-nuremberg-2022.html>

Thank you,
Allison Goodwin

On Wed, Feb 9, 2022 at 10:39 AM Allison Goodwin <allisongoodwin1@gmail.com> wrote:

Thank You Leslie,

You are Articulate, Accurate and Profound. I too have been Censored by the IME - they only publish letters that fit their distorted 'narrative' Therefore, I do what you are doing (on a much smaller scale) and that is direct communications (BCC'ing for the most part) my 40-50 local friends & acquaintances - Our Groups are Growing and speaking out, And we are not stopping.

So I call for Ms. Breen to Resign from her position on the City Council and I call for an Audit of her finances as it appears she's either very ignorant (doubtful) or she has Accepted possible illicit Funds to Tow her complete BS Narrative.

Thank You,
Allison Goodwin
Warm Springs

On Wed, Feb 9, 2022 at 10:23 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day.

For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

The fact that you made such statements suggests you only read what the Idaho Mountain Express (IME) deceptively and disingenuously wrote about the lawsuit, not the lawsuit itself. So please clarify, did you actually read the lawsuit before you made your allegations?

It might also interest you to know that one of the authors of the op ed to the IME alleging antisemitism in our lawsuits reached out to me to sit down and talk. Apparently, those authors did not read the lawsuit itself and were merely reacting to the dishonest spin of the IME.

Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

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Sent: Monday, February 7, 2022 10:59 AM

To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>;

Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>

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Subject: Fwd: Misinformation, open discourse, and hypocrisy

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Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

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Allison Goodwin  
775.781.1837

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Allison Goodwin
775.781.1837

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Friday, February 11, 2022 8:36 AM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Friday, February 11, 2022 - 8:36am

Submitted by anonymous user: 184.183.121.19

Submitted values are:

First Name Mary

Last Name Bachman

Email bacdown@yahoo.com

Question/Comment

I find it irresponsible to lift the mask mandate when

~ Covid cases are still a major concern in our area in the middle of ski season

~ town is crawling with people whose status we don't know

What's the rush??

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10359>

Lisa Enourato

From: Allison Goodwin <allisongoodwin1@gmail.com>
Sent: Friday, February 11, 2022 8:47 AM
To: Allison Goodwin
Cc: Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Keith Roark
Subject: Re: Misinformation, open discourse, and hypocrisy

Smart, Happy Kids!!

https://www.instagram.com/tv/CZ03co7DZW4/?utm_medium=copy_link

On Wed, Feb 9, 2022 at 10:39 AM Allison Goodwin <allisongoodwin1@gmail.com> wrote:

On Wed, Feb 9, 2022 at 10:23 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just

offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

The fact that you made such statements suggests you only read what the Idaho Mountain Express (IME) deceptively and disingenuously wrote about the lawsuit, not the lawsuit itself. So please clarify, did you actually read the lawsuit before you made your allegations?

It might also interest you to know that one of the authors of the op ed to the IME alleging antisemitism in our lawsuits reached out to me to sit down and talk. Apparently, those authors did not read the lawsuit itself and were merely reacting to the dishonest spin of the IME.

Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

Unfortunately, I have first hand experience with the IME censoring. They used to publish my letters and guest opinions (which I fully referenced in the medical literature) but stopped doing so about 3-4 years ago. I actually wrote to the IME to request an explanation and correction regarding their dishonest reporting on our lawsuits and they never even responded. Additionally, I know of about 8-10 valley residents who submitted letters to the IME about their family's vaccine injuries and the IME did not print them. Others I know have allegedly submitted letters to IME endorsing a political candidate and the IME did not print them. The abject failure of the IME and other media nationwide to conduct honest investigative journalism is one of the gravest issues facing our nation, dividing our populace, and one of the very reasons we find ourselves in this situation.

To be crystal clear, I do not submit information or make allegations I cannot substantiate, believe to be true, and have made a good faith effort to verify. That applies to every word in this email and everything I submit to the city.

In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

I respectfully request an answer to my questions and a correction on the public record.

I sincerely believe that transparency and open dialogue are the answer to healing our community and nation. That requires true public meetings conducted in person, it requires respect for those with whom we disagree, not name calling, and it requires open and honest public debate reflecting varying perspectives. I hope we all can agree on that.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

On Feb 7, 2022, at 5:43 PM, Amanda Breen <ABreen@ketchumidaho.org> wrote:

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Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:59 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Fwd: Misinformation, open discourse, and hypocrisy

Hi Amanda,

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The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian
leslie.manookian@me.com

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

I have never been contacted by "a local news outlet" to participate in any roundtable discussion, and I always respond to media inquiries. Please correct your own "misinformation" that you are spreading about me.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:00 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Misinformation, open discourse, and hypocrisy

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I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnett of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care

practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHD's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHD must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

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~~~~~  
Allison Goodwin  
775.781.1837

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~~~~~  
Allison Goodwin
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Lisa Enourato

From: Ananda Kriya <akashasv123@gmail.com>
Sent: Friday, February 11, 2022 11:14 AM
To: Allison Goodwin
Cc: Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Keith Roark
Subject: Re: Misinformation, open discourse, and hypocrisy

Divine Intelligence. Leaving fear in the cosmic dust.

On Fri, Feb 11, 2022 at 8:46 AM Allison Goodwin <allisongoodwin1@gmail.com> wrote:

Smart, Happy Kids!!

https://www.instagram.com/tv/CZ03co7DZW4/?utm_medium=copy_link

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Subject: Fwd: Misinformation, open discourse, and hypocrisy

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leslie.manookian@me.com

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Allison Goodwin
775.781.1837

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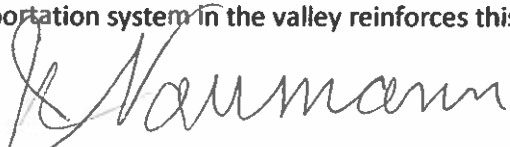
110 Larkspur
Hailey, ID 83333
February 9, 2022

Mallory Walker
P. O. Box 1206
Ketchum, ID 83340

Hi Mallory:

You had an exemplary explanation on the faults of the 'Bluebird' project; the most blatant violation of planning principles possible.

Is subsidized housing appropriate for the middle of Beverly Hills? Economics and standard planning guidelines should determine housing. Bellevue would fit the economic housing guideline; the wonderful transportation system in the valley reinforces this.



Jim Naumann, BA-60, MBA, Ed. D., USC

CC: Ketchum City Council
Idaho Mountain Express

Lisa Enourato

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Sunday, February 13, 2022 3:39 AM
To: James Hungelmann
Subject: Fwd: And You Still Mask Kids?

POSTED PUBLIC COMMENT TO BCSD WEBSITE -

De: James Hungelmann <jim.hungelmann@gmail.com>
Date: dom, 13 feb 2022 a las 3:19
Subject: Re: And You Still Mask Kids?
To: Allison Goodwin <allisongoodwin1@gmail.com>
Cc: Keith Roark <keithroark@blaineschools.org>, Stone Lara <larastone@blaineschools.org>, Amber Larna <amberlarna@blaineschools.org>, Dan Turner <danturner@blaineschools.org>, <blancaromero@blaineschools.org>

Query:

In Idaho, should public school board trustees who dictatorially impose, without any due process, the systematic subjugation, choking out and poisoning of children en masse by masking, day after day for two years straight, (a) be considered responsible, law-abiding child custodians or (b) be suspected as possible pedo-predator human rights butchers?

If the latter,

Must the suspected perpetrators be hunted down and brought to criminal justice, and what grave felony charges if any would be warranted against them?

Would similar charges be appropriate against their collaborators in government, medical industry, and the press?

If life ruination and death results from such conduct in a reasonably foreseeable or intended manner, must the charges against such school officials and their collaborators include murder, and would the possible penalty on conviction be death by lethal injection, for example, on proof that the perpetrators knowingly created a great risk of death to many minor children, or that the murders were especially heinous, atrocious or cruel, manifesting exceptional depravity and/or utter disregard for human life such as in the form of unconsented life-threatening human medical experimentation in gross violation of the Nuremburg Code?

Thank you.

CC by email to all BCSD trustees and select state and local government officials and the public

Lisa Enourato

From: Participate
Sent: Monday, March 21, 2022 1:25 PM
To: Participate
Subject: FW: Masking debate

From: Neil Bradshaw <NBradshaw@ketchumidaho.org>
Sent: Sunday, February 13, 2022 1:39 PM
To: Participate <participate@ketchumidaho.org>
Subject: Fwd: Masking debate

For public record

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

P.O. Box 2315 | [191 5th Street, W. | Ketchum, ID 83340](#)
o: 208.727.5087 | m: [208.721.2162](#)
nbradshaw@ketchumidaho.org | www.ketchumidaho.org

From: Dick Fosbury <dfosbury@co.blaine.id.us>
Sent: Saturday, February 12, 2022 4:37 PM
To: Amanda Breen <ABreen@ketchumidaho.org>
Cc: Angenie McCleary <amccleary@co.blaine.id.us>; Muffy Davis <mdavis@co.blaine.id.us>; Neil Bradshaw <NBradshaw@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>
Subject: Masking debate

Good afternoon Amanda,

It is my professional opinion that you do not need to debate Ms. Manookian. Let her debate our State Epidemiologist, Dr Christine Hahn. Ms Manookian has no legal or licensed qualifications to render any medical opinion based on researching medical treatments (nor do I). She is simply a researcher. This is not a debate, listen to the licensed professionals.

I respect your and the other councilmen's decision regarding the requirement of masking. However, it is my hope that the City would continue the messaging that masking is a precaution to avoid spreading this virus. At the County, we will continue to follow the advice of the State Epidemiologist and our medical advisors while Blaine County and every other county in our Health District remains at a Critical Risk Level. Most of Southern Idaho remains in crisis standards of care with a major blood supply shortage.

I appreciate the collaboration we have had between the cities and county during this pandemic and housing crisis and am committed to keeping our community healthy and resilient.

Thank you,

Dick Fosbury
Chair Blaine County Commissioners

Lisa Enourato

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Tuesday, February 15, 2022 2:51 AM
To: Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton
Cc: Participate
Subject: Vote to rescind masking

Dear Mayor and Councilors:

I want to express my appreciation for this recent decision.

Special thanks to Amanda and Michael for "reversing course", something very difficult for any of us once we get embedded in any position, but certainly a mark of leadership.

I encourage you to look for every opportunity to engage dissenting views of myself and others who seek only compliance with the rule of law on all things covid.

I welcome the opportunity to help in any way.

Kind regards,

Jim

Lisa Enourato

From: Graydon Burnett <grady@sunvalleyidahoproperties.com>
Sent: Tuesday, February 15, 2022 9:21 AM
To: Neil Bradshaw; Amanda Breen; Courtney Hamilton; Jim Slanetz; Michael David; Participate
Subject: Thank you

Good morning Mayor and City Council members,

I am a 42-year resident in the valley and a business owner in the city of Ketchum. First off, I want to say thank you to all of you for your continued civic service to our cherished town of Ketchum. We recognize the amount of time and energy you have all put into your roles as Mayor and Council Members over the years and the citizens are fortunate to have such a hardworking, dedicated group of people working on our behalf.

I am writing this morning to say **thank you** for rescinding the mask mandate in the city of Ketchum. I appreciate how difficult this past 22 months has been on all of you as our government officials. You have had to make incredibly difficult decisions that profoundly affected our lives. I know those decisions were agonizing and took a heavy toll on you personally. Your heart was always in the right place and that was to keep the citizens and visitors as safe as possible as we went through this unprecedented event. However, as I noted in my email to you prior to the vote, so much more has now been learned about the virus and masking and we are going to have to live with this virus and many others as we go into the future. Allowing your citizens to make their own choices for their health and safety was the right decision at this point and I, as one citizen greatly appreciate that you had the courage to do so. It was absolutely the right thing to do.

Thank you.

Graydon Burnett
Associate Broker / Partner
Burnett Properties
Sun Valley LUXE Homes
Keller Williams Sun Valley Southern Idaho
333 South Main Street
Ketchum, ID 83340
208-622-7722 office
208-720-0906 cell

www.sunvalleyidahoproperties.com

My business is based on referrals from friends and clients like you. If you know someone who could benefit from my services, I would welcome the introduction. Your referrals are greatly appreciated!



Lisa Enourato

From: linda <linda@lindabadell.com>
Sent: Tuesday, February 15, 2022 12:52 PM
To: Participate
Subject: Commercial Core crisis

To the Mayor and City Council members,

When I moved to Ketchum in 1979, there were 3 gas stations, a bunch of bars, a few banks on Main Street and some small restaurants. It was a one stoplight town. Everyone had to go to Twin to buy light bulbs or get underwear. I am afraid this will happen again due to the lack of commercial and office space in the CC area. All of the new buildings going up are pre-leased. According to the commercial brokers in town, the average price per square foot now is \$2.00. My landlord came in and told me that my rent has to go up to match that norm. I own the Vault, a high-end consignment store and I have a 3,800 sq ft space. Rico's Pizza building is for lease right now at \$9,000 a month plus pass throughs. No one has rented that space for the simple reason; they can't afford it. A person who works to pay the bills and support a family, can't make money at that high a price in this town.

What I foresee happening is that we will have a lot of little shops and no quality stores. If the vibrancy is going to be supplied by the affordable housing units in town, stores will need to cater to that market. The charming little stores that make our town so wonderful will be gone.

I am lucky my lease has a 3% cap per year on it. The building is changing hands now and after my lease is up, I don't know where I can go in Ketchum that will be affordable. Maybe the Mayor and City officials will decide to put affordable commercial buildings in the residential area. That makes just as much sense as affordable housing in the CC area.

You will need to be careful about the future of business in our little town. Just like the housing market, supply and demand are driving the prices up right now. It will be the same for commercial space as well. You want to be careful that we don't go back to all gas stations and T shirt shops.

I have been watching the alarming number of businesses that are closing their doors. Please pay attention to this and go visit the business owners in town to get their opinions. It would be ironic if we have lots of affordable housing units in the CC and no jobs.

Respectfully yours,

Linda Badell

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Thursday, February 17, 2022 11:09 AM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Thursday, February 17, 2022 - 11:08am

Submitted by anonymous user: 24.117.191.85

Submitted values are:

First Name Phil
Last Name Call
Email callphil1000@gmail.com
Question/Comment Check with Moab, Utah.
They have affordable housing for workers.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10368>

Lisa Enourato

From: Ananda Kriya <akashasv123@gmail.com>
Sent: Monday, February 07, 2022 12:45 PM
To: Leslie Manookian
Cc: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org
Subject: Re: Misinformation, open discourse, and hypocrisy

Very cogent communication from Leslie. As for the council's actions, they remind one of the spider, sensing its imminent death, spins a mummified weblike cocoon encasing its own body, and is left hanging, well insulated, dangling futilely from its own cob-mesh. Later, nature, serving as pallbearers, makes good use of the corpse. Open up the meetings to the unmuzzled wisdom of the public, whom you were meant to serve. Always remembering, the real safety is sanity. Fear not!

On Mon, Feb 7, 2022 at 10:59 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

It is great to hear that you always respond to media and are open to a roundtable discussion. The reason I responded to the news outlet is because I believe in open, honest, public debate so that our community can be as educated as possible, listen to different information, and make their own informed decisions. I feel this discussion has been sorely lacking in our valley and across our nation and that many people feel they have been shut out of the discussion.

The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian
leslie.manookian@me.com

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

I have never been contacted by "a local news outlet" to participate in any roundtable discussion, and I always respond to media inquiries. Please correct your own "misinformation" that you are spreading about me.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:00 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Misinformation, open discourse, and hypocrisy

Dear Ketchum Mayor and city council,

I watched the Sun Valley city council meeting last Thursday and was stunned and disappointed at the alarming lack of knowledge of some of the council members. They were unaware the [CDC has admitted most masks](#) don't work to stop viral transmission. (Also [see](#).) They were unaware that COVID-19 injections do not stop transmission as admitted by [CDC](#), the [Pfizer CEO](#), and even [Bill Gates](#). They were unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHED's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHED must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Courtney Hamilton <hamilton.courtney1@gmail.com>
Sent: Monday, February 07, 2022 12:46 PM
To: Participate
Subject: Fwd: Mandate

----- Forwarded message -----

From: **Parker Morris** <5bfruitketchum@gmail.com>
Date: Mon, Feb 7, 2022 at 11:28 AM
Subject: Mandate
To: Courtney Hamilton <hamilton.courtney1@gmail.com>, Jim Slanetz <jslanetz@ketchumidaho.org>, <nbradshaw@ketchumidaho.org>

Reaching out as a local business owner to strongly urge the removal of this mandate. We have struggled to deal with the division, lack of enforcement, and illegality of this mandate since it was passed and it has severely negatively impacted our business. We have many veteran customers with legitimate concerns regarding wearing masks and it's really not fair for us to refuse them service... frankly I won't do it. It negatively effects all businesses by putting us in the position to enforce these draconian measures which isn't fair in the slightest. I know many other business owners have already reached out today so please please listen to the people you are supposed to be serving. This mandate doesn't work and many of us refuse to follow it anyway. You will make everyone's lives easier by removing this silliness and you will massively reduce negative confrontations and division within our community. Please listen to the people!

--

Courtney Hamilton
208.481.1211

Lisa Enourato

From: Courtney Hamilton
Sent: Monday, February 07, 2022 12:48 PM
To: Participate
Subject: Fwd: Mask mandates

Get [Outlook for iOS](#)

From: tljj1967 <tljj1967@protonmail.com>
Sent: Monday, February 7, 2022 11:27 AM
To: Courtney Hamilton
Subject: Mask mandates

Dear Ms. Hamilton.

I am writing you in regard to the decision of whether to keep mask mandates for Ketchum or not. I urge you to consider all the recent information that has come out after much research and release of data that shows these mandates are more detrimental to the citizenry than helpful. I understand how this decision was initially made from the fear of an unknown new sickness. However, it is now widely known that all of the lockdowns, mandates and PCR testing have been more harmful than helpful in containing this. Please allow this very intelligent community to decide for themselves how best to protect themselves and each other. And it is not by ineffective and useless masks. Thank you for your continued service to our community.

Sincerely,

Judy Johnson

Sent from ProtonMail for iOS


Lisa Enourato

From: Paige Lethbridge <paigelethbridge@me.com>
Sent: Monday, February 07, 2022 12:50 PM
To: Participate
Subject: Ketchum indoor mask mandates

City council and mayor,

Please lift the Ketchum indoor mask mandates. Many states, counties and cities throughout the US have lifted them, as have many other countries around the world. I also plead with you to research the new Johns Hopkins studies coming out regarding masking, vaccines, lockdowns etc.

Thanks for listening.

Paige Lethbridge
208-720-4990
Sent from my 

Lisa Enourato

From: Ed Kelly <emt.edk@protonmail.com>
Sent: Monday, February 07, 2022 1:03 PM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Cc: amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org;
heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org
Subject: Ending mandates

<https://www.nytimes.com/2022/02/07/nyregion/nj-school-mask-mandate-murphy.html>

NJ governor to end mask mandates.

The COVID-will-kill-us-all-so-give-up-your-human-rights narrative has crumbled, and the anti-scientific and harmful mask agenda is dissolving with it:

<https://www.nytimes.com/2022/02/07/nyregion/nj-school-mask-mandate-murphy.html>

Lisa Enourato

From: Scott Freeborn <nativenaturopathics@gmail.com>
Sent: Monday, February 07, 2022 1:23 PM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; sam.linnett@haileycityhall.org; Courtney Hamilton; Michael David; Participate; amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; larastone@blaineschools.org
Subject: Re: Misinformation, open discourse, and hypocrisy

To Ketchum Mayor and City Council,

I recently ordered a coffee to go at Starbucks in Ketchum. As I picked up my cup and was heading to the exit, a gentleman from behind the counter told me that I "need to wear a mask". I calmly said, are you referring to the "Ketchum Mandate" per the sign on your entrance? He replied, "yes". I said, "per the Ketchum mask mandate, I am exempt from having to wear a mask". To which the man replied, "there are no exemptions". I said, "you must not be aware of the exemptions in the mandate, because I am". The man then became upset and told me that he can "refuse service to anyone I want", and I replied, "Well yes you can, but that is a different position than the one listed on your door and to which you originally stated you were asking me to comply with". Now, visibly upset, the man demanded that I "stop arguing and wear a mask".

This interaction pretty well illustrates how I feel even submitting a request to this council. When people act from an emotionally driven space of fear then they are literally unable to discuss, let alone act, from a position that is reached through logic and deductive reasoning.

I don't really care if you extend the mask mandate, I will no longer comply. Your inability to see beyond emotions and to discuss with logic and reasoning the obvious grey that begs individuals to trust one and other and to behave with personal responsibility is just like my conversation with the employee at Starbucks.

I have lost all respect for your council and your ability to lead.

Sincerely,
Susan Tompkins

On Mon, Feb 7, 2022 at 10:59 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

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The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

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Regards,

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

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Sent: Monday, February 7, 2022 10:00 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
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I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Maya JB Burrell <bhathorraj@fastmail.fm>
Sent: Monday, February 07, 2022 1:50 PM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; amccleary@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org
Subject: ketchum mask vote

dear ketchum,

to follow up on my previous letter, i realize that some of you were just re-elected and may feel that you have your own 'mandate' for your policies. you may be right in the short term. but i encourage you to look at the bigger picture.

you live in a small community. for the most part, we all know each other, or will at some time come into contact. at the beginning of all this, none of us were sure what was going on. NOW, there is no excuse! even your lord and savior, tony fauci, is now saying what real science has been saying all along, that everyone will be getting covid and that masks, vaccines and lockdowns will not prevent it. covid has been infecting us for eons of time and this time is no different.

the point here is that you will not be able to escape the consequences of your authoritarian actions. we see you. we know you. the pro-maskers will forgive you for ending the mandates because even they have come to understand that this should be individual choice based upon individual health. however, the anti-mandaters will never forgive or forget what you are doing to our society. the anti-mandaters have taken the time to educate themselves and rightly expect that you have done the same, since it's your job to do so. therefore, there is only ONE explanation for your behavior; that you have nefarious ulterior purposes. at the beginning, we all understood the confusion and mixed messages. but we are not at the beginning anymore.

honestly, it is sad for me to think about how you are destroying your reputations in this community because i know all of you and think you are good people at your core. but you shouldn't be in politics in a small community if you don't have the courage to stand up for what is right. it is inevitable that masks will go away very soon. depending upon your choices tonight, it may be inevitable that you too will be going away soon, because it is difficult to live happily in a small community such as ours under the burden of condemnation. of course this is personal, because the mandate is personal. the mandate forces people to behave in a way that you politicians decide to be correct, regardless of the fact that there is no scientific evidence that paper masks work. that is oppression. and any time one party oppresses another, in our free country anyway, it is the responsibility of free and the brave to protect the oppressed.

to end on a good note, i can hope you have clarity of thought for your big decision. your choice can help educate our community and begin to ease the unnecessary fears that have divided us. fear is more destructive than any virus can possibly be. so use your powers wisely and in the best service of the highest good.

regards,

maya

--

Maya JB Burrell
208.471.0360
bhathorraj@fastmail.fm

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Monday, February 07, 2022 4:11 PM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Monday, February 7, 2022 - 4:10pm

Submitted by anonymous user: 70.171.140.142

Submitted values are:

First Name Karen

Last Name Cox

Email kzcox@yahoo.com

Question/Comment

It's time to give up your mask mandate! Science has proven they don't work. Time to make Ketchum great again!

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10351>

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Monday, February 07, 2022 4:14 PM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Monday, February 7, 2022 - 4:14pm

Submitted by anonymous user: 70.171.140.142

Submitted values are:

First Name Carter

Last Name Cox

Email cartermadison@yahoo.com

Question/Comment Time to get rid of the masks, science has proven they do not work!

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10353>

Lisa Enourato

From: H Boyle <Boylehp@yahoo.com>
Sent: Monday, February 07, 2022 4:35 PM
To: Participate
Subject: For City Council on Sustainable Power Generation discussion at 2/7/22 meeting

As you consider next year's renewal with Idaho Power, the path of least resistance is just renewing, getting as many concessions out of them to bury lines as you can. As they are a monopoly, what other choice does the City have?

There is one option that perhaps we should do some work on to assess its viability. We are sitting directly on top of one of the most active geothermal areas in the country. We currently only use a fraction of its potential, for hot water.

Can we tap that energy for electricity generation on a reasonable cost basis? Upfront construction of geothermal is expensive, but on an ongoing basis, it is almost free. It is the most sustainable form of energy, and has almost no environmental risks.

If we had an alternative to IPC, particularly if for truly clean energy, even if initially only for a portion of our power needs, it would significantly improve our bargaining hand with them. Can we get an assessment on this from a third party with the relevant expertise? Here is a list: <https://www.nseenergybusiness.com/features/us-geothermal-power-companies/#>

Thank you,

Perry Boyle
Ketchum

Lisa Enourato

From: Raiza Giorgi <giorgibranding@gmail.com>
Sent: Monday, February 07, 2022 5:33 PM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Please End the Mask Mandates

Dear City Council members,

Despite the negativity you got I want to thank you for rescinding the mask mandate! Know we all aren't like that, we are parents and community members that want to make our own health decisions and you made the best move tonight!

Much appreciation
Raiza Giorgi
Bellevue resident

Sent from my iPhone

On Feb 7, 2022, at 9:17 AM, Raiza Giorgi <giorgibranding@gmail.com> wrote:

Hello Ketchum City Council members,
I am a Blaine County resident, I live in Bellevue and I am imploring you to get rid of the mask mandates for the City of Ketchum.
I have yet to come across a study that masks work and I have tried, and there is no concrete evidence that masks work.

One question you should ask yourselves.
"If masks work, why don't they?"

This 2019 study of 2862 participants showed that both N95 respirators and surgical masks "resulted in no significant difference in the incidence of laboratory confirmed influenza."

<https://principia-scientific.com/the-science-masks-are-neither-effective-nor-safe/>

Also in this study, if you scroll down and read the section "Are Masks Safe?"

Researchers are concerned about possible burden of facemasks during physical activity on pulmonary, circulatory and immune systems, due to oxygen reduction and air trapping reducing substantial carbon dioxide exchange. As a result of hypercapnia, there may be cardiac overload, renal overload, and a shift to metabolic acidosis. (31)

AKA Masks are restricting oxygen needed to keep the body working effectively and people are inhaling more of their own CO2 and getting sicker.

The CDC in fact recently revised its guidelines on masks, admitting that cloth masks do virtually nothing to stop the spread of COVID.

On April 24, 2020 the Food and Drug Administration (“FDA”) issued an EUA letter to all “Manufacturers of Face Masks; Health Care Personnel; Hospital Purchasing Departments and Distributors; and Any Other Stakeholders,” allowing manufacturers to produce cloth and non-surgical face masks to sell and distribute to the general public and health care practitioners, so long as, “[the] product is not labeled in such a manner that would misrepresent the product’s intended use; for example, the labeling must not state or imply that the product is intended for antimicrobial or antiviral protection or related uses or is for use such as infection prevention or reduction[.]”

Thus, by the FDA’s own admission, face masks such as those in common use by the public are not intended to protect the wearer or others from the COVID-19 virus, as they do not prevent or reduce infection.

A quote from a recent Time article written by a physician

"An Arizona study frequently cited by CDC director Rochelle Walensky as evidence for continued masking in schools has been **thoroughly dismantled**. More and more experts have concluded that the evidence for masks in schools **doesn’t hold up to scrutiny**. There are **several studies that show a minimal reduction** in COVID-19 transmission with **masks in schools**, but the results were not statistically significant."

<https://time.com/6145291/end-mandatory-masks-schools/>

Here are some links I have found that might be eye opening for you. And these are all with sources cited and referenced.

<https://worlddoctorsalliance.com/blog/masks-human-rights/>

<https://aapsonline.org/mask-facts/>

A quote I learned in school that you should take into consideration.

"What is popular is not always right, and what is right is not always popular".

Do what is right and take the masks off. Thank you for listening.

Kind regards,
Raiza Giorgi
Bellevue resident

Lisa Enourato

From: Kristen Spachman <ktspachman@gmail.com>
Sent: Monday, February 07, 2022 5:36 PM
To: Participate; Neil Bradshaw
Subject: Thank you!!!!

Hopefully, our town can work together and return to the smiling, welcoming place it was before this began. I appreciate you reading my emails.

Thank you,

Kristen Spachman

Lisa Enourato

From: James Kreyssig <jeff.kreyssig@gmail.com>
Sent: Monday, February 07, 2022 5:52 PM
To: Leslie Manookian
Cc: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Angenie McCleary; martha.burke@haileycityhall.org; Kaz Thea; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; larastone@blaineschools.org; editor@mtexpress.com
Subject: Re: Misinformation, open discourse, and hypocrisy

Elected ones, or should I say anointed ones? Or annoying ones?

It is becoming increasingly clear, now that we are in year two? (seems like forever) of the scamdemic that the "science" is changing. "Science" and your after hours actions indicate that there is no clear reason to continue the mask mandates. I realize that the Geritol set, which comprises a majority of your constituents, feel falsely secure with one in place but it's a false sense of security. The fact that I still see people solo in their vehicles, wearing a mask, is a tribute to your lack of understanding of the "science" and to Greg Foley, Idiot in Chief of the IME that fans the flames in every boring edition.
ZZZZZ

Time for the people to rise up and call you all out for the piss poor management of this crisis. School learning at an almost standstill in 2021. Businesses closing. People ending their lives due to the irresponsible reporting of the media and yet here you all are saying, "do as we say, not as we do" Beyond PATHETIC! Resign now, all of you!

Jeff Kreyssig
Blaine Co property and business owner.

PS: I have not worn a mask at my business since the start and will continue to defy your bullshit mandates.

On Mon, Feb 7, 2022 at 10:59 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

It is great to hear that you always respond to media and are open to a roundtable discussion. The reason I responded to the news outlet is because I believe in open, honest, public debate so that our community can be as educated as possible, listen to different information, and make their own informed decisions. I feel this discussion has been sorely lacking in our valley and across our nation and that many people feel they have been shut out of the discussion.

The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian
leslie.manookian@me.com

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

I have never been contacted by "a local news outlet" to participate in any roundtable discussion, and I always respond to media inquiries. Please correct your own "misinformation" that you are spreading about me.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:00 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Misinformation, open discourse, and hypocrisy

Dear Ketchum Mayor and city council,

I watched the Sun Valley city council meeting last Thursday and was stunned and disappointed at the alarming lack of knowledge of some of the council members. They were unaware the [CDC has admitted most masks](#) don't work to stop viral transmission. (Also [see](#).) They were unaware that COVID-19 injections do not stop transmission as admitted by [CDC](#), the [Pfizer CEO](#), and even [Bill Gates](#). They were unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnett of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and

firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHD's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHD must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Kerrin McCall <kerrinmac@gmail.com>
Sent: Monday, February 07, 2022 6:54 PM
To: Participate
Subject: Thank you

Thank you Mayor Bradshaw and City Council. I am thrilled that you have rescinded the mask ordinance.

Peace and Happiness.
Kerrin

Lisa Enourato

From: Buck Westfall <buck.westfall@gmail.com>
Sent: Tuesday, February 08, 2022 8:49 AM
To: Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Thank you!

Thank you for rescinding the mask mandate!

It is heartening to see facts and logic used in decision making and policy instead of fear which shuts down the executive brain.

Warm Regards

Buck Westfall

Lisa Enourato

From: Dave Triolo <davetriolo58@gmail.com>
Sent: Tuesday, February 08, 2022 8:07 PM
To: Participate
Cc: mdee@mtexpress.co
Subject: Blaine County, Idaho Covid Case Tracker - The New York Times

Isn't lifting the mask mandate premature and unsafe? See attached article with recommendations and statistics.

Please publish so reader's have additional information and facts-it's your responsibility

<https://www.nytimes.com/interactive/2021/us/blaine-idaho-covid-cases.html>

Sent from my iPhone

Lisa Enourato

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Wednesday, February 09, 2022 10:18 AM
To: Amanda Breen
Cc: dfosbury@co.blaine.id.us; amccleary@co.blaine.id.us; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; mgriffith@sunvalleyidaho.gov; ksaks@sunvalleyidaho.gov; jconard@sunvalleyidaho.gov; bdufur@sunvalleyidaho.gov; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; cjohnson@bellevueidaho.us; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Misinformation, open discourse, and hypocrisy
Attachments: convo.pdf

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

The fact that you made such statements suggests you only read what the Idaho Mountain Express (IME) deceptively and disingenuously wrote about the lawsuit, not the lawsuit itself. So please clarify, did you actually read the lawsuit before you made your allegations?

It might also interest you to know that one of the authors of the op ed to the IME alleging antisemitism in our lawsuits reached out to me to sit down and talk. Apparently, those authors did not read the lawsuit itself and were merely reacting to the dishonest spin of the IME.

Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

Unfortunately, I have first hand experience with the IME censoring. They used to publish my letters and guest opinions (which I fully referenced in the medical literature) but stopped doing so about 3-4 years ago. I actually wrote to the IME to request an explanation and correction regarding their dishonest reporting on our lawsuits and they never even responded. Additionally, I know of about 8-10 valley residents who submitted letters to the IME about their family's vaccine injuries and the IME did not print them. Others I know have allegedly submitted letters to IME endorsing a political candidate and the IME did not print them. The abject failure of the IME and other media nationwide to conduct honest investigative journalism is one of the gravest issues facing our nation, dividing our populace, and one the very reasons we find ourselves in this situation.

To be crystal clear, I do not submit information or make allegations I cannot substantiate, believe to be true, and have made a good faith effort to verify. That applies to every word in this email and everything I submit to the city.

In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

I respectfully request an answer to my questions and a correction on the public record.

I sincerely believe that transparency and open dialogue are the answer to healing our community and nation. That requires true public meetings conducted in person, it requires respect for those with whom we disagree, not name calling, and it requires open and honest public debate reflecting varying perspectives. I hope we all can agree on that.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

On Feb 7, 2022, at 5:43 PM, Amanda Breen <ABreen@ketchumidaho.org> wrote:

I never received any voicemail from your unnamed "local media outlet," and I can assure you there was no technical glitch. My voicemail has been fully functional, and my email address and cell number are public for anyone to contact me. As you can see, I am very responsive. It appears that either you or your unnamed local media outlet are not telling the truth here. Makes me wonder what other "facts" that you share publicly are not actually supported by truth or rigorous research, but are instead intentional misinformation designed to frighten the vulnerable and promote your conspiratorial narrative.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:59 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Fwd: Misinformation, open discourse, and hypocrisy

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

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The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian
leslie.manookian@me.com

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

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

From: Leslie Manookian <leslie.manookian@me.com>

Sent: Monday, February 7, 2022 10:00 AM

To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>

Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>

Subject: Misinformation, open discourse, and hypocrisy

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Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHD's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHD must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Allison Goodwin <allisongoodwin1@gmail.com>
Sent: Wednesday, February 09, 2022 10:40 AM
To: Leslie Manookian
Cc: Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Misinformation, open discourse, and hypocrisy

Thank You Leslie,

You are Articulate, Accurate and Profound. I too have been Censored by the IME - they only publish letters that fit their distorted 'narrative' Therefore, I do what you are doing (on a much smaller scale) and that is direct communications (BCC'ing for the most part) my 40-50 local friends & acquaintances - Our Groups are Growing and speaking out, And we are not stopping.

So I call for Ms. Breen to Resign from her position on the City Council and I call for an Audit of her finances as it appears she's either very ignorant (doubtful) or she has Accepted possible illicit Funds to Tow her complete BS Narrative.

Thank You,
Allison Goodwin
Warm Springs

On Wed, Feb 9, 2022 at 10:23 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and

bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

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In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

I respectfully request an answer to my questions and a correction on the public record.

I sincerely believe that transparency and open dialogue are the answer to healing our community and nation. That requires true public meetings conducted in person, it requires respect for those with whom we disagree, not name calling, and it requires open and honest public debate reflecting varying perspectives. I hope we all can agree on that.

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leslie.manookian@me.com

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Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:59 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Fwd: Misinformation, open discourse, and hypocrisy

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leslie.manookian@me.com

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Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

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Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blainescchools.org <larastone@blainescchools.org>
Subject: Misinformation, open discourse, and hypocrisy

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discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

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I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

--
~~~~~

Allison Goodwin  
775.781.1837

## Lisa Enourato

---

**From:** Leslie Manookian <leslie.manookian@me.com>  
**Sent:** Wednesday, February 09, 2022 10:46 AM  
**To:** Allison Goodwin  
**Cc:** Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Re: Misinformation, open discourse, and hypocrisy

Allison,

I condemn your comments about council person Breen and do not support them or agree. Baseless accusations, are exactly what I was calling out.

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

On Feb 9, 2022, at 10:39 AM, Allison Goodwin <[allisongoodwin1@gmail.com](mailto:allisongoodwin1@gmail.com)> wrote:

Thank You Leslie,

You are Articulate, Accurate and Profound. I too have been Censored by the IME - they only publish letters that fit their distorted 'narrative' Therefore, I do what you are doing (on a much smaller scale) and that is direct communications (BCC'ing for the most part) my 40-50 local friends & acquaintances - Our Groups are Growing and speaking out, And we are not stopping.

So I call for Ms. Breen to Resign from her position on the City Council and I call for an Audit of her finances as it appears she's either very ignorant (doubtful) or she has Accepted possible illicit Funds to Tow her complete BS Narrative.

Thank You,  
Allison Goodwin  
Warm Springs

On Wed, Feb 9, 2022 at 10:23 AM Leslie Manookian <[leslie.manookian@me.com](mailto:leslie.manookian@me.com)> wrote:

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a

conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

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

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**Sent:** Monday, February 7, 2022 10:59 AM  
**To:** Neil Bradshaw <[NBradshaw@ketchumidaho.org](mailto:NBradshaw@ketchumidaho.org)>; Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>; Jim Slanetz <[jslanetz@ketchumidaho.org](mailto:jslanetz@ketchumidaho.org)>; Courtney Hamilton <[CHamilton@ketchumidaho.org](mailto:CHamilton@ketchumidaho.org)>; Michael David <[mdavid@ketchumidaho.org](mailto:mdavid@ketchumidaho.org)>; Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>

**Cc:** [amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us) <[amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us)>; [martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org) <[martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org)>; [kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org) <[kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org)>; [heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org) <[heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org)>; [sam.linnett@haileycityhall.org](mailto:sam.linnett@haileycityhall.org) <[sam.linnett@haileycityhall.org](mailto:sam.linnett@haileycityhall.org)>; [larastone@blaineschools.org](mailto:larastone@blaineschools.org) <[larastone@blaineschools.org](mailto:larastone@blaineschools.org)>

**Subject:** Fwd: Misinformation, open discourse, and hypocrisy

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**Date:** February 7, 2022 at 10:14:17 AM MST  
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**Cc:** [amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us) <[amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us)>; [martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org) <[martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org)>; [kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org) <[kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org)>; [heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org) <[heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org)>; [sam.linnett@haileycityhall.org](mailto:sam.linnett@haileycityhall.org) <[sam.linnett@haileycityhall.org](mailto:sam.linnett@haileycityhall.org)>; [larastone@blaineschools.org](mailto:larastone@blaineschools.org) <[larastone@blaineschools.org](mailto:larastone@blaineschools.org)>  
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Sincerely,

Leslie Manookian  
[leslie.manookian@me.com](mailto:leslie.manookian@me.com)

--

~~~~~

Allison Goodwin
775.781.1837

Lisa Enourato

From: Mitzi Mecham <notesmusic@msn.com>
Sent: Wednesday, February 09, 2022 10:51 AM
To: Leslie Manookian; Amanda Breen
Cc: dfosbury@co.blaine.id.us; amccleary@co.blaine.id.us; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; mgriffith@sunvalleyidaho.gov; ksaks@sunvalleyidaho.gov; jconard@sunvalleyidaho.gov; bdufur@sunvalleyidaho.gov; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; cjohnson@bellevueidaho.us; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Misinformation, open discourse, and hypocrisy

Thank you for your ever present and accurate responses to all this tumultuous discourse. I know that I look forward to reading and re-reading your articles everything they are written by you. I even look up the research that use in your dialog. You and this group are as far from antisemitic as it gets. We are very aware of smear tactics here in our valley and the Amazing Amount of Bias from the IME. I, myself, can not read it very often as it is blatantly one sided, devisive and jus5 sickening to me.

Thank you for all you do and representing us in a fair, balanced and researched back facts. You are greatly appreciated!

esFrom: Leslie Manookiaen, <leslie.manookian@me.com>
Sent: Wednesday, February 9, 2022 10:18 AM
To: Amanda Breen <ABreen@ketchumidaho.org>
Cc: dfosbury@co.blaine.id.us <dfosbury@co.blaine.id.us>; amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; mdavis@co.blaine.id.us <mdavis@co.blaine.id.us>; phendricks@sunvalleyidaho.gov <phendricks@sunvalleyidaho.gov>; mgriffith@sunvalleyidaho.gov <mgriffith@sunvalleyidaho.gov>; ksaks@sunvalleyidaho.gov <ksaks@sunvalleyidaho.gov>; jconard@sunvalleyidaho.gov <jconard@sunvalleyidaho.gov>; bdufur@sunvalleyidaho.gov <bdufur@sunvalleyidaho.gov>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; juan.martinez@haileycityhall.org <juan.martinez@haileycityhall.org>; kgoldman@bellevueidaho.us <kgoldman@bellevueidaho.us>; dbrown@bellevueidaho.us <dbrown@bellevueidaho.us>; gcappel@bellevueidaho.us <gcappel@bellevueidaho.us>; smahoney@bellevueidaho.us <smahoney@bellevueidaho.us>; cjohnson@bellevueidaho.us <cjohnson@bellevueidaho.us>; jrangel@bellevueidaho.us <jrangel@bellevueidaho.us>; nbradshaw@ketchumidaho.org <nbradshaw@ketchumidaho.org>; jslanetz@ketchumidaho.org <jslanetz@ketchumidaho.org>; chamilton@ketchumidaho.org <chamilton@ketchumidaho.org>; mdavid@ketchumidaho.org <mdavid@ketchumidaho.org>; participate@ketchumidaho.org <participate@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to

frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

The fact that you made such statements suggests you only read what the Idaho Mountain Express (IME) deceptively and disingenuously wrote about the lawsuit, not the lawsuit itself. So please clarify, did you actually read the lawsuit before you made your allegations?

It might also interest you to know that one of the authors of the op ed to the IME alleging antisemitism in our lawsuits reached out to me to sit down and talk. Apparently, those authors did not read the lawsuit itself and were merely reacting to the dishonest spin of the IME.

Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

Unfortunately, I have first hand experience with the IME censoring. They used to publish my letters and guest opinions (which I fully referenced in the medical literature) but stopped doing so about 3-4 years ago. I actually wrote to the IME to request an explanation and correction regarding their dishonest reporting on our lawsuits and they never even responded. Additionally, I know of about 8-10 valley residents who submitted letters to the IME about their family's vaccine injuries and the IME did not print them. Others I know have allegedly submitted letters to IME endorsing a political candidate and the IME did not print them. The abject failure of the IME and other media nationwide to conduct honest investigative journalism is one of the gravest issues facing our nation, dividing our populace, and one the very reasons we find ourselves in this situation.

To be crystal clear, I do not submit information or make allegations I cannot substantiate, believe to be true, and have made a good faith effort to verify. That applies to every word in this email and everything I submit to the city.

In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

I respectfully request an answer to my questions and a correction on the public record.

I sincerely believe that transparency and open dialogue are the answer to healing our community and nation. That requires true public meetings conducted in person, it requires respect for those with whom we disagree, not name calling, and it requires open and honest public debate reflecting varying perspectives. I hope we all can agree on that.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

On Feb 7, 2022, at 5:43 PM, Amanda Breen <ABreen@ketchumidaho.org> wrote:

I never received any voicemail from your unnamed "local media outlet," and I can assure you there was no technical glitch. My voicemail has been fully functional, and my email address and cell number are public for anyone to contact me. As you can see, I am very responsive. It appears that either you or your unnamed local media outlet are not telling the truth here. Makes me wonder what other "facts" that you share publicly are not actually supported by truth or rigorous research, but are instead intentional misinformation designed to frighten the vulnerable and promote your conspiratorial narrative.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>

Sent: Monday, February 7, 2022 10:59 AM

To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>

Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>

Subject: Fwd: Misinformation, open discourse, and hypocrisy

Hi Amanda,

Thank you for sharing that information with me. I confirmed with the media outlet yesterday and again today after receiving your email below that you were called and left voicemails but did not

reply so perhaps there was a technical glitch. I am replying all so all who received my original email are aware you of the situation.

It is great to hear that you always respond to media and are open to a roundtable discussion. The reason I responded to the news outlet is because I believe in open, honest, public debate so that our community can be as educated as possible, listen to different information, and make their own informed decisions. I feel this discussion has been sorely lacking in our valley and across our nation and that many people feel they have been shut out of the discussion.

The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

Leslie Manookian
leslie.manookian@me.com

Begin forwarded message:

From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

I have never been contacted by "a local news outlet" to participate in any roundtable discussion, and I always respond to media inquiries. Please correct your own "misinformation" that you are spreading about me.

Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:00 AM
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Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Misinformation, open discourse, and hypocrisy

Dear Ketchum Mayor and city council,

I watched the Sun Valley city council meeting last Thursday and was stunned and disappointed at the alarming lack of knowledge of some of the council members. They were unaware the [CDC has admitted most masks](#) don't work to stop viral transmission. (Also [see](#).) They were unaware that COVID-19 injections do not stop transmission as admitted by [CDC](#), the [Pfizer CEO](#), and even [Bill Gates](#). They were unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

I also want to express my profound disappointment that local politicians are ducking open debate. Amanda Breen has been repeatedly contacted by a local news outlet that wanted to do a story on her views regarding the mask mandate in a roundtable discussion format. I know this because that media outlet asked me to participate and while I agreed, Amanda never responded. Angenie McCleary, a Blaine County Commissioner, also refused the invitation. Sam Linnet of Hailey was scheduled to do a discussion with Phil Rainey, a Hailey resident, health care practitioner and firefighter, but Linnet cancelled then never responded to repeated calls to reschedule. If local politicians aren't prepared to publicly discuss and defend the science and reasoning behind their policy decisions, they have no business making those policy decisions.

Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHED's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHED must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

Lisa Enourato

From: Maya JB Burrell <bhathorraj@fastmail.fm>
Sent: Wednesday, February 09, 2022 12:45 PM
To: dfosbury@co.blaine.id.us; amccleary@co.blaine.id.us; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; mgriffith@sunvalleyidaho.gov; ksaks@sunvalleyidaho.gov; jconard@sunvalleyidaho.gov; bdufur@sunvalleyidaho.gov; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; cjohnson@bellevueidaho.us; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: mask mandate

dear ketchum,

thank you for your decision to overturn the mask mandate and be a leader in our greater Wood River Valley governments. there has been a fear campaign conducted against our citizens and your leadership is a good step in helping our citizens begin to think clearly again about what has been happening to us for the past two years.

i would note from the Mountain Express reporting that Michael and Amanda especially are being characterized as feeling victimized by all the angry letters the city received regarding this issue. i hope that is not actually how you feel and that you've been misquoted. how are you, who are in positions of power and authority over the citizens of our community, the ones who are being victimized? people can be angry and passionate in how they express themselves, but you are the ones issuing mandates that control the freedoms and behavior of others. if anyone can claim victimization, it is all the citizens, such as myself, who have been attacked and discriminated against by ACTIONS, not just WORDS. we have been denied positive community interaction, yelled at, kicked out of public places and denied the right to enter businesses because of YOUR ACTIONS! how exactly have you been victimized by people being rude in expressing their contrary opinions fighting back against government oppression?

at this point i would suggest you abandon this cloak of victimhood. it is a weak and does not serve you well. it's like crying over spilt milk when you're the one who spilled the milk on purpose. you had to have known when you voted for mandates several times, that many in the public would be unhappy with your decision. you had to have known americans would experience this as taking away their freedoms to make their own healthcare decisions. what happened to 'My Body, My Choice?' if you had done your research, you should have known that the CDC and Fauci would kick you to the curb in order to protect themselves, which is what is happening now. if you did not know these things, then you are naive. fine. pull yourselves up by the bootstraps, admit your mistakes or change your mind, but don't play the victim. you have been the victimizers and the only way to understand this is to admit the situation and promise to do better.

courtney, your vote is really beyond belief. i can't understand it except to think that somewhere you were trained to believe authority and not question anything. i know you are a very intelligent person so perhaps going into some sort of counseling that can help you unwind this childhood mental conditioning of trying to be the good little girl might help you in other areas of your life. the 'authorities' you are listening to are purposely misleading you, probably for the ulterior purpose of money. the pharmaceutical companies are making record profits at the expense of people's lives. that is evil. that is not you. but if you are in a position of power, you have an obligation to see through this evil on behalf of the people who depend upon you to represent them honestly.

jim and neil, thank you for holding the sanity during these difficult times. we knew it was inevitable because people are basically good. fear warps their goodness. perhaps now we can all begin to heal.

maya

--

Maya JB Burrell

208.471.0360

bhathorraj@fastmail.fm

Lisa Enourato

From: Allison Goodwin <allisongoodwin1@gmail.com>
Sent: Wednesday, February 09, 2022 5:36 PM
To: Leslie Manookian
Cc: Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate
Subject: Re: Misinformation, open discourse, and hypocrisy

Thank you Leslie,
I respect your opinion and have taken your wise words with consideration.

Had I watched this earlier, I would have included it - The Most Important Video I have Ever Shared so I'm passing it along to All. Find time for the World Court of Nuremberg 2022. <https://rumble.com/vuc7nt-world-court-nuremberg-2022.html>

Thank you,
Allison Goodwin

On Wed, Feb 9, 2022 at 10:39 AM Allison Goodwin <allisongoodwin1@gmail.com> wrote:

Thank You Leslie,
You are Articulate, Accurate and Profound. I too have been Censored by the IME - they only publish letters that fit their distorted 'narrative' Therefore, I do what you are doing (on a much smaller scale) and that is direct communications (BCC'ing for the most part) my 40-50 local friends & acquaintances - Our Groups are Growing and speaking out, And we are not stopping.

So I call for Ms. Breen to Resign from her position on the City Council and I call for an Audit of her finances as it appears she's either very ignorant (doubtful) or she has Accepted possible illicit Funds to Tow her complete BS Narrative.

Thank You,
Allison Goodwin
Warm Springs

On Wed, Feb 9, 2022 at 10:23 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day.

For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

The fact that you made such statements suggests you only read what the Idaho Mountain Express (IME) deceptively and disingenuously wrote about the lawsuit, not the lawsuit itself. So please clarify, did you actually read the lawsuit before you made your allegations?

It might also interest you to know that one of the authors of the op ed to the IME alleging antisemitism in our lawsuits reached out to me to sit down and talk. Apparently, those authors did not read the lawsuit itself and were merely reacting to the dishonest spin of the IME.

Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

Unfortunately, I have first hand experience with the IME censoring. They used to publish my letters and guest opinions (which I fully referenced in the medical literature) but stopped doing so about 3-4 years ago. I actually wrote to the IME to request an explanation and correction regarding their dishonest reporting on our lawsuits and they never even responded. Additionally, I know of about 8-10 valley residents who submitted letters to the IME about their family's vaccine injuries and the IME did not print them. Others I know have allegedly submitted letters to IME endorsing a political candidate and the IME did not print them. The abject failure of the IME and other media nationwide to conduct honest investigative journalism is one of the gravest issues facing our nation, dividing our populace, and one of the very reasons we find ourselves in this situation.

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In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

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Subject: Fwd: Misinformation, open discourse, and hypocrisy

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unaware the most recent data from countries all over the world shows the jabbed are [MORE likely](#) to contract and die from COVID than the jab free. (Also see [here](#) and [here](#).) Data from US states like WY and MA that distinguish between jab-free, partially jabbed, and fully jabbed echo this pattern. States like Idaho who lump in those less than two weeks after their second shot with the injection-free, distort the picture because the vast majority of injection injuries occur within a few days of a jab thereby obfuscating the true story. (See [here](#), [here](#), [here](#), and [here](#). In fact, the situation [across the world](#), the US, and even here at home is [worse](#) than before any of these measures were implemented. It's time to stop them.

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Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHD's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHD must have about COVID as well as the low level of confidence they must have in masks.

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Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

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~~~~~

Allison Goodwin  
775.781.1837

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~~~~~

Allison Goodwin
775.781.1837

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Friday, February 11, 2022 8:36 AM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Friday, February 11, 2022 - 8:36am

Submitted by anonymous user: 184.183.121.19

Submitted values are:

First Name Mary

Last Name Bachman

Email bacdown@yahoo.com

Question/Comment

I find it irresponsible to lift the mask mandate when

~ Covid cases are still a major concern in our area in the middle of ski season

~ town is crawling with people whose status we don't know

What's the rush??

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10359>

Lisa Enourato

From: Allison Goodwin <allisongoodwin1@gmail.com>
Sent: Friday, February 11, 2022 8:47 AM
To: Allison Goodwin
Cc: Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Keith Roark
Subject: Re: Misinformation, open discourse, and hypocrisy

Smart, Happy Kids!!

https://www.instagram.com/tv/CZ03co7DZW4/?utm_medium=copy_link

On Wed, Feb 9, 2022 at 10:39 AM Allison Goodwin <allisongoodwin1@gmail.com> wrote:

On Wed, Feb 9, 2022 at 10:23 AM Leslie Manookian <leslie.manookian@me.com> wrote:

Hi Amanda,

At the city council meeting on Monday evening you stated, "There are reasonable issues to debate and we can do that respectfully and that is not being done" and "send us your comments, send us your criticisms, but let's all be respectful here." You called for respectful dialogue then sent me the email below which is clearly at odds with your pleas for respect. Suggesting I am not telling the truth or doing proper research and am intentionally spreading misinformation to frighten and promote a conspiratorial narrative isn't just laughable, it's disrespectful, patently false, and inappropriate. Suggesting my work is antisemitic is downright despicable.

Please provide me with the evidence I have submitted to Ketchum to support any of these allegations. For your information, I was a research analyst, Director of European Research, and Director of European Growth Portfolio Management at one of the largest investment managers in the world. I know research and it is what I do every day. For the past two years almost all I have done, day in and day out, is research the issues and narrative relating to COVID.

With respect to my claim that you ducked requests for a public discussion, I checked and double checked and believed it to be true - otherwise I would not have made it. I attach the texts (at bottom) related to the exchanges, personal and private information redacted, so you can see my efforts and intentions yourself.

But there is a more important issue I need to address, and that is your preposterous allegation of antisemitism in lawsuits mounted by my nonprofit, Health Freedom Defense Fund. It may interest you to know that I am half Armenian and 1.5 million Armenians were slaughtered by the Turkish regime in the first genocide of the 20th century. Hitler modeled his crimes on those of the Turks. My grandfather fled Armenia at age 13 with his 15 year old sister and made his way to Ellis Island seeking safety, freedom, and the American dream. I have fought against discrimination and bigotry in all its guises my whole life. As a senior at Middlebury College I founded the Committee on Racial Awareness and brought in several speakers in response to a student writing a racial slur on a black student's dorm room door. It might also interest you to know that one of the declarants in the lawsuit against Hailey is Jewish. For you to state on the public record, without naming names, that I, my organization, or any of my work is antisemitic isn't just

offensive and reprehensible, it is beneath your station, and I ask that you correct that on the public record at the next city council meeting.

The fact that you made such statements suggests you only read what the Idaho Mountain Express (IME) deceptively and disingenuously wrote about the lawsuit, not the lawsuit itself. So please clarify, did you actually read the lawsuit before you made your allegations?

It might also interest you to know that one of the authors of the op ed to the IME alleging antisemitism in our lawsuits reached out to me to sit down and talk. Apparently, those authors did not read the lawsuit itself and were merely reacting to the dishonest spin of the IME.

Sadly, the Idaho Mountain Express, like so many other media outlets in our country has resorted to smearing, censoring, hype, and invective, instead of reporting the facts. This is one of the many reasons so many citizens feel disenfranchised and angry - because their voices aren't just being ignored by so many in positions of leadership - they're being derided, condemned, dismissed, and slurred as antisemites, anti-vaxxers, conspiracy theorists, fringe, and more.

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To be crystal clear, I do not submit information or make allegations I cannot substantiate, believe to be true, and have made a good faith effort to verify. That applies to every word in this email and everything I submit to the city.

In your email, you say you are responsive, so I am again inviting you to a public discussion about masks and await your response.

I am copying all local elected officials and my list of over 230 locals.

I respectfully request an answer to my questions and a correction on the public record.

I sincerely believe that transparency and open dialogue are the answer to healing our community and nation. That requires true public meetings conducted in person, it requires respect for those with whom we disagree, not name calling, and it requires open and honest public debate reflecting varying perspectives. I hope we all can agree on that.

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leslie.manookian@me.com

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Regards,

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

From: Leslie Manookian <leslie.manookian@me.com>
Sent: Monday, February 7, 2022 10:59 AM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Cc: amccleary@co.blaine.id.us <amccleary@co.blaine.id.us>; martha.burke@haileycityhall.org <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org <kaz.thea@haileycityhall.org>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; sam.linnett@haileycityhall.org <sam.linnett@haileycityhall.org>; larastone@blaineschools.org <larastone@blaineschools.org>
Subject: Fwd: Misinformation, open discourse, and hypocrisy

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The news outlet in question is still interested in hosting a discussion and would be delighted to have you participate if you are willing. I hope that's the case. Please let me know.

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leslie.manookian@me.com

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From: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Re: Misinformation, open discourse, and hypocrisy
Date: February 7, 2022 at 10:14:17 AM MST
To: Leslie Manookian <leslie.manookian@me.com>

I have never been contacted by "a local news outlet" to participate in any roundtable discussion, and I always respond to media inquiries. Please correct your own "misinformation" that you are spreading about me.

Regards,

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Allison Goodwin
775.781.1837

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775.781.1837

Lisa Enourato

From: Ananda Kriya <akashasv123@gmail.com>
Sent: Friday, February 11, 2022 11:14 AM
To: Allison Goodwin
Cc: Amanda Breen; Dick Fosbury; Angenie McCleary; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Martha Burke; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; juan.martinez@haileycityhall.org; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; gcappel@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; Neil Bradshaw; Jim Slanetz; Courtney Hamilton; Michael David; Participate; Keith Roark
Subject: Re: Misinformation, open discourse, and hypocrisy

Divine Intelligence. Leaving fear in the cosmic dust.

On Fri, Feb 11, 2022 at 8:46 AM Allison Goodwin <allisongoodwin1@gmail.com> wrote:

Smart, Happy Kids!!

https://www.instagram.com/tv/CZ03co7DZW4/?utm_medium=copy_link

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Elected officials are making decisions which impact our community mentally, emotionally, and physically and are therefore duty-bound to be informed and be able to defend your decisions. I was just following CDC is inadequate. Transparency is the only answer and the fact that Amanda and others have dodged open and honest public debate is not only condemnable, it's un-American.

Other local officials such as Kaz Thea and Heidi Husbands celebrate mask-free shoulder to shoulder in a crowded bar but vote that citizens must mask up to enter the grocery store. Lara Stone votes to mask our CHILDREN but exercises mask-free less than 6 feet from another person. This hypocritical behavior brings to mind the adage "rules for thee" but not for me and must stop.

Sun Valley Mayor Peter Hendricks reported at the city council meeting last Thursday that South Central Health District has been allowing staff to decide for themselves whether to wear masks. SCHD's policy reflected their concern about the harmful mental health impact of masks. This policy, conducted behind closed doors, speaks volumes about the low level of concern SCHD must have about COVID as well as the low level of confidence they must have in masks.

I understand you were afraid at the beginning of all this situation and wanted to do something, anything, but there is no excuse for continuing failed policies given the abundant evidence of inefficacy and harm. There is also no excuse for dodging public debate or for politicians hypocritically flouting rules they make.

Please do the right and honorable thing. End the mandate.

Sincerely,

Leslie Manookian
leslie.manookian@me.com

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~~~~~  
Allison Goodwin  
775.781.1837

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~~~~~  
Allison Goodwin
775.781.1837

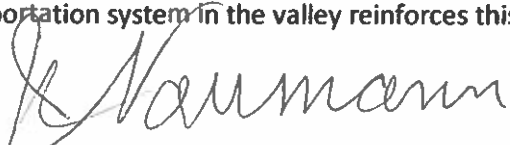
110 Larkspur
Hailey, ID 83333
February 9, 2022

Mallory Walker
P. O. Box 1206
Ketchum, ID 83340

Hi Mallory:

You had an exemplary explanation on the faults of the 'Bluebird' project; the most blatant violation of planning principles possible.

Is subsidized housing appropriate for the middle of Beverly Hills? Economics and standard planning guidelines should determine housing. Bellevue would fit the economic housing guideline; the wonderful transportation system in the valley reinforces this.



Jim Naumann, BA-60, MBA, Ed. D., USC

CC: Ketchum City Council
Idaho Mountain Express

Lisa Enourato

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Sunday, February 13, 2022 3:39 AM
To: James Hungelmann
Subject: Fwd: And You Still Mask Kids?

POSTED PUBLIC COMMENT TO BCSD WEBSITE -

De: James Hungelmann <jim.hungelmann@gmail.com>
Date: dom, 13 feb 2022 a las 3:19
Subject: Re: And You Still Mask Kids?
To: Allison Goodwin <allisongoodwin1@gmail.com>
Cc: Keith Roark <keithroark@blaineschools.org>, Stone Lara <larastone@blaineschools.org>, Amber Larna <amberlarna@blaineschools.org>, Dan Turner <danturner@blaineschools.org>, <blancaromero@blaineschools.org>

Query:

In Idaho, should public school board trustees who dictatorially impose, without any due process, the systematic subjugation, choking out and poisoning of children en masse by masking, day after day for two years straight, (a) be considered responsible, law-abiding child custodians or (b) be suspected as possible pedo-predator human rights butchers?

If the latter,

Must the suspected perpetrators be hunted down and brought to criminal justice, and what grave felony charges if any would be warranted against them?

Would similar charges be appropriate against their collaborators in government, medical industry, and the press?

If life ruination and death results from such conduct in a reasonably foreseeable or intended manner, must the charges against such school officials and their collaborators include murder, and would the possible penalty on conviction be death by lethal injection, for example, on proof that the perpetrators knowingly created a great risk of death to many minor children, or that the murders were especially heinous, atrocious or cruel, manifesting exceptional depravity and/or utter disregard for human life such as in the form of unconsented life-threatening human medical experimentation in gross violation of the Nuremburg Code?

Thank you.

CC by email to all BCSD trustees and select state and local government officials and the public

Lisa Enourato

From: Participate
Sent: Monday, March 21, 2022 1:25 PM
To: Participate
Subject: FW: Masking debate

From: Neil Bradshaw <NBradshaw@ketchumidaho.org>
Sent: Sunday, February 13, 2022 1:39 PM
To: Participate <participate@ketchumidaho.org>
Subject: Fwd: Masking debate

For public record

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

P.O. Box 2315 | [191 5th Street, W. | Ketchum, ID 83340](#)
o: 208.727.5087 | m: [208.721.2162](#)
nbradshaw@ketchumidaho.org | www.ketchumidaho.org

From: Dick Fosbury <dfosbury@co.blaine.id.us>
Sent: Saturday, February 12, 2022 4:37 PM
To: Amanda Breen <ABreen@ketchumidaho.org>
Cc: Angenie McCleary <amccleary@co.blaine.id.us>; Muffy Davis <mdavis@co.blaine.id.us>; Neil Bradshaw <NBradshaw@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>
Subject: Masking debate

Good afternoon Amanda,

It is my professional opinion that you do not need to debate Ms. Manookian. Let her debate our State Epidemiologist, Dr Christine Hahn. Ms Manookian has no legal or licensed qualifications to render any medical opinion based on researching medical treatments (nor do I). She is simply a researcher. This is not a debate, listen to the licensed professionals.

I respect your and the other councilmen's decision regarding the requirement of masking. However, it is my hope that the City would continue the messaging that masking is a precaution to avoid spreading this virus. At the County, we will continue to follow the advice of the State Epidemiologist and our medical advisors while Blaine County and every other county in our Health District remains at a Critical Risk Level. Most of Southern Idaho remains in crisis standards of care with a major blood supply shortage.

I appreciate the collaboration we have had between the cities and county during this pandemic and housing crisis and am committed to keeping our community healthy and resilient.

Thank you,

Dick Fosbury
Chair Blaine County Commissioners

Lisa Enourato

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Tuesday, February 15, 2022 2:51 AM
To: Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton
Cc: Participate
Subject: Vote to rescind masking

Dear Mayor and Councilors:

I want to express my appreciation for this recent decision.

Special thanks to Amanda and Michael for "reversing course", something very difficult for any of us once we get embedded in any position, but certainly a mark of leadership.

I encourage you to look for every opportunity to engage dissenting views of myself and others who seek only compliance with the rule of law on all things covid.

I welcome the opportunity to help in any way.

Kind regards,

Jim

Lisa Enourato

From: Graydon Burnett <grady@sunvalleyidahoproperties.com>
Sent: Tuesday, February 15, 2022 9:21 AM
To: Neil Bradshaw; Amanda Breen; Courtney Hamilton; Jim Slanetz; Michael David; Participate
Subject: Thank you

Good morning Mayor and City Council members,

I am a 42-year resident in the valley and a business owner in the city of Ketchum. First off, I want to say thank you to all of you for your continued civic service to our cherished town of Ketchum. We recognize the amount of time and energy you have all put into your roles as Mayor and Council Members over the years and the citizens are fortunate to have such a hardworking, dedicated group of people working on our behalf.

I am writing this morning to say **thank you** for rescinding the mask mandate in the city of Ketchum. I appreciate how difficult this past 22 months has been on all of you as our government officials. You have had to make incredibly difficult decisions that profoundly affected our lives. I know those decisions were agonizing and took a heavy toll on you personally. Your heart was always in the right place and that was to keep the citizens and visitors as safe as possible as we went through this unprecedented event. However, as I noted in my email to you prior to the vote, so much more has now been learned about the virus and masking and we are going to have to live with this virus and many others as we go into the future. Allowing your citizens to make their own choices for their health and safety was the right decision at this point and I, as one citizen greatly appreciate that you had the courage to do so. It was absolutely the right thing to do.

Thank you.

Graydon Burnett
Associate Broker / Partner
Burnett Properties
Sun Valley LUXE Homes
Keller Williams Sun Valley Southern Idaho
333 South Main Street
Ketchum, ID 83340
208-622-7722 office
208-720-0906 cell

www.sunvalleyidahoproperties.com

My business is based on referrals from friends and clients like you. If you know someone who could benefit from my services, I would welcome the introduction. Your referrals are greatly appreciated!



Lisa Enourato

From: linda <linda@lindabadell.com>
Sent: Tuesday, February 15, 2022 12:52 PM
To: Participate
Subject: Commercial Core crisis

To the Mayor and City Council members,

When I moved to Ketchum in 1979, there were 3 gas stations, a bunch of bars, a few banks on Main Street and some small restaurants. It was a one stoplight town. Everyone had to go to Twin to buy light bulbs or get underwear. I am afraid this will happen again due to the lack of commercial and office space in the CC area. All of the new buildings going up are pre-leased. According to the commercial brokers in town, the average price per square foot now is \$2.00. My landlord came in and told me that my rent has to go up to match that norm. I own the Vault, a high-end consignment store and I have a 3,800 sq ft space. Rico's Pizza building is for lease right now at \$9,000 a month plus pass throughs. No one has rented that space for the simple reason; they can't afford it. A person who works to pay the bills and support a family, can't make money at that high a price in this town.

What I foresee happening is that we will have a lot of little shops and no quality stores. If the vibrancy is going to be supplied by the affordable housing units in town, stores will need to cater to that market. The charming little stores that make our town so wonderful will be gone.

I am lucky my lease has a 3% cap per year on it. The building is changing hands now and after my lease is up, I don't know where I can go in Ketchum that will be affordable. Maybe the Mayor and City officials will decide to put affordable commercial buildings in the residential area. That makes just as much sense as affordable housing in the CC area.

You will need to be careful about the future of business in our little town. Just like the housing market, supply and demand are driving the prices up right now. It will be the same for commercial space as well. You want to be careful that we don't go back to all gas stations and T shirt shops.

I have been watching the alarming number of businesses that are closing their doors. Please pay attention to this and go visit the business owners in town to get their opinions. It would be ironic if we have lots of affordable housing units in the CC and no jobs.

Respectfully yours,

Linda Badell

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Thursday, February 17, 2022 11:09 AM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Thursday, February 17, 2022 - 11:08am

Submitted by anonymous user: 24.117.191.85

Submitted values are:

First Name Phil
Last Name Call
Email callphil1000@gmail.com
Question/Comment Check with Moab, Utah.
They have affordable housing for workers.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10368>

Lisa Enourato

From: Neil Bradshaw
Sent: Friday, February 18, 2022 4:45 AM
To: Bridget Bagley
Cc: Participate
Subject: Re: Our Winter of 2019-2020 Warnings have come to life!

Will do
Copying in participate here

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

P.O. Box 2315 | [191 5th Street, W. | Ketchum, ID 83340](#)
o: 208.727.5087 | m: [208.721.2162](#)
nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Feb 17, 2022, at 11:03 PM, Bridget Bagley <bridget.bagley@gmail.com> wrote:

Please forward to City Council members. Email participate @ does not work.

Thank you. Bridget Bagley

Begin forwarded message:

From: Marcia Hart <marciahart@me.com>
Subject: **Our Winter of 2019-2020 Warnings have come to life!**
Date: February 17, 2022 at 6:33:26 PM MST
Cc: Henry Dan <dthmines@aol.com>, Van Nuck Chris <cvnsv@cox.net>, Pabarcus Michelle -UK <mpdesignsolutions@hotmail.co.uk>, Bagley Bridget <bridget.bagley@gmail.com>, Lisa Lintner <llintner@gmail.com>, Hymas Cheryl <cherylhymas@cox.net>, Cheryl Concannon Concannon TopMail secure mail <sunvalleyliving@topmail.com>, Weekes Starr <starrweekes@yahoo.com>

In case you missed this - here is a report on Australia crowd control with DEWs at 2-12-22 mass protest - Bridget I remember you presenting to city councils about this. We couldn't get anyone to consider the weaponization of 5G and its technology... we were ignored.

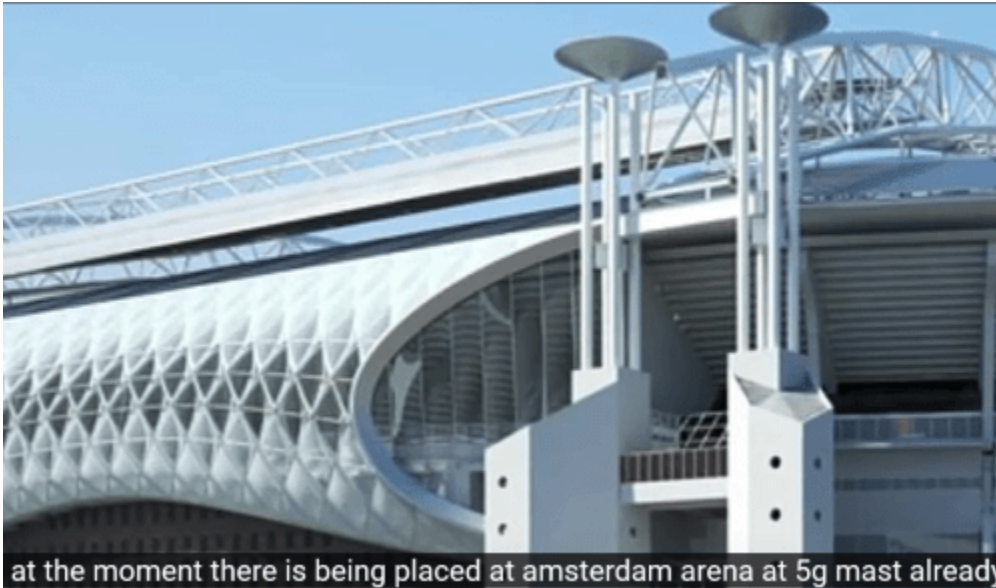
[The Everyday Concerned Citizen | A site to get info, take action, make change happen](#)
[Directed Energy Weapons \(DEWs\) used at feb 12 Canberra Protest make people sick....](#) called peace enforcement.

And further down the article:

[Microwave Weapons in MA. \(and the whole of USA\) too \(since 2015\)...](#)

"In other words, anti-personnel DEWs, acoustic neuroweapons, and various other exotic weaponry are most certainly being used on civilians worldwide—in what this writer assesses to be Communist Military Subjugation operations for a Sub Rosa One-World Government—as numerous documents and whistleblowers reveal, but the local Law Enforcement will refuse to publicly address their use through FOIA request responses or press conferences. **This is an indication of purposive police tyranny which seeks to be unanswerable to the people, a sign that the USA is a Banana Republic, not a democracy or Constitutionally-honoring Republic.**"

At Amsterdam Arena, 5G Mast already erected.



[5G Live Cellphone Surveillance, Active Denial Burning, & Neurotech Wake Up Call: Dutch State Secretary Reveals 5G Will Be Used for Crowd Control While EU Documents Show Crowd Control Tech Includes Neurotechnologies](https://www.abc.net.au/radionational/programs/lawreport/australian-police-buy-up-on-sound-weapons/7419408)
And...<https://www.abc.net.au/radionational/programs/lawreport/australian-police-buy-up-on-sound-weapons/7419408>

Australian police authorities buying up sound weapons

Rachel Carbonell and Jeremy Story Carter

Posted Tue 17 May 2016, 6:01am Updated Tue 26 May 2016, 11:34am



A long range acoustic device in use during the 2009 G20 protests in Pittsburgh, USA.
Image: <https://www.flickr.com/photos/magnum-photos/10000000000/> (CC BY-NC-SA 2.0)

Lisa Enourato

From: Joe Schultz <joseph.schultz@gmail.com>
Sent: Friday, February 18, 2022 9:22 AM
To: Participate
Subject: Housing

My housekeeper lives in Trident Park by the hospital and the owner just told everyone to move by April 1. These are the Mexicans and Peruvians who clean houses and do construction. It's also the same day the new regulation for short term rentals goes into effect. Is there anything to be done? This city has such a massive labor shortage and this will only make it worse. Plus ethically we have to stop kicking people out of their homes.

Joe Schultz
www.innerflobodywork.com
Joseph.schultz@gmail.com
415-755-7791

Lisa Enourato

From: HP Boyle <boylehp@yahoo.com>
Sent: Sunday, February 20, 2022 4:35 PM
To: Participate
Subject: For City Council: 2/22/22 meeting Agenda Item 12

To the Council

I have no conceptual objection to the City leasing a water right it is not using to keep it in force.

However, does any Council Member know what the lease rate is, and if this is the highest and best use of the people's asset? Do you know if the water that is intended to be leased will be used? What does the Water Bank do with the water? Do they ship it somewhere? Shouldn't the economic terms of what the Council is approving be in the resolution?

There doesn't seem to be enough information in the packet for a Council Member to know what they are voting to approve.

Thank you for your service,

Perry Boyle
Ketchum

Lisa Enourato

From: HP Boyle <boylehp@yahoo.com>
Sent: Sunday, February 20, 2022 4:45 PM
To: Participate
Subject: For City Council: 2/22/22 meeting agenda item 19

As you review the City's relationship with SVED (or any other vendor), I hope you will view it through the lens of "how does this improve the quality of life for Ketchum's residents." Most of what is in the SVED proposal seems very reasonable under that light, with one exception.

How does "Hotel project advocacy" by SVED improve the quality of life for Ketchum residents? Ketchum's economic dominance by low wage tourism businesses has created a lot of the problems that the rest of the SVED plan is working to counteract. Can't a hotel company promote its own interests without taxpayer-funded advocacy?

Thank you for your service,

Perry Boyle
Ketchum

Lisa Enourato

From: HP Boyle <boylehp@yahoo.com>
Sent: Sunday, February 20, 2022 5:40 PM
To: Participate
Cc: Mark Dee; Greg Foley
Subject: For City Council: 2/22/22 meeting item 22a. LOT TAX

To the Council:

As you know, I am for raising the LOT and for using it for workforce housing. However, I am concerned that the approach that seems to be lining up for May will not achieve what needs to be achieved.

The purpose of the LOT is to provide the City with revenues, from tourists, to offset the impact of tourism on the City. The LOT is not intended to be a sales tax on local residents to fund housing for the tourist companies (SVC, Aspen Ski Co., Marriott, VRBO, AirBnb) that generate the problems.

From my canvassing, there is a good deal of support for workforce housing that is targeted to certain professions (eg. teachers, health care workers, first responders, city employees). There is little support for low-income housing without a local work requirement.

There is a great deal of frustration with how the LOT is structured. There is a perception that too much of the burden falls on residents, given that most of the dollars come from the retail sales tax.

The 1% for Air is particularly controversial and taints the overall conversation. Resident taxpayer subsidization that goes to bring in tourists is not popular. Some people have been looking into the legality of it. Apparently, there is a big discrepancy between what the AG Opinion covered regarding MRGs that provides air service for “citizens”, and the City’s resolution to pay MRGs to bring in tourists. There is not enough information in the public domain to assess how this tax benefits air service for citizens. But presuming none of it does (which may or may not be the case), then, potentially all that revenue could be diverted to workforce housing.

That frustration with the 1% for Air is, in my opinion, likely to carry over to the LOT referendum in May. If the LOT increase is on the sales tax, that will be a challenge. Keep in mind that in the last election, over 60% of the votes were cast for candidates that advocated an increase on the lodging tax on tourists, not the sales tax on residents. While tourists contribute to the sales tax, there has been no accounting for how much.

Again, the general theme of a campaign that will work is let’s tax the tourists to pay for the impact of tourism on our housing crisis. But that doesn’t seem to be what is contemplated by the referendum.

Why is parity with SV the goal? That approach disproportionately hits residents over tourists. Why is only one option, the SV parity option, being presented to the Council? Why shouldn’t Ketchum do what is right for Ketchum—perhaps then SV will want to close the gap with a Ketchum that is leading on the housing issue.

You will recall that I raised all these questions when the process began six months ago. Just holding listening sessions with tourist businesses seems designed to push the burden away from tourist business and on to unsuspecting locals, most of whom don’t have a clue what is going on. When they find out that tourist businesses had more input than they did, then I give the referendum low odds of success..

Can we look at an option that shifts the burden to tourists? Each 1% on lodging is \$350k. If we added 6 points to the lodging tax, that would be \$2.1mm. Add the \$680 from, raising liquor 1% and you are at over \$2.7mm. Then you wouldn't need to raise the retail sales tax at all. Ideally you would cut the retail sales tax, but we know that is probably too much to ask from government. This would be a more popular approach and more likely of getting passed, than what is being proposed.

And while we are at it, why not go even bigger? We can raise the LOT on building supplies. That is a tax on the rich, most of whom are second home owners. Every 1% is almost \$500k. Apparently, demand for second home construction is currently inelastic.

The general concept should be to tax non-residents who create our housing problems to provide workforce housing that benefits the professions that the community needs. If you structure it that way and message it that way, it has a good probability of getting passed.

Thank you for your service,

Perry Boyle
Ketchum

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Monday, February 21, 2022 9:29 PM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Monday, February 21, 2022 - 9:29pm

Submitted by anonymous user: 136.38.1.144

Submitted values are:

First Name Matt
Last Name Farrow
Email mlfarrow@gmail.com
Question/Comment
Hello,

Visited the beautiful town of Ketchum this weekend and very much loved the town. That being said, I was a little disappointed with the lack of support/infrastructure in charging options for EV vehicle owners. Only 1 Public charging option offered by the Ore Wagon Museum that was often in-use. Would be really nice to see the community address this by partnering with an EV charging company to install some options in town. As more and more auto manufacturers begin a focus on migrating to EV vehicles, this should be a focus within the community.

Thank you,

Matt

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10369>

Lisa Enourato

From: H Boyle <Boylehp@yahoo.com>
Sent: Monday, February 21, 2022 10:32 PM
To: Participate
Cc: Mark Dee; Greg Foley
Subject: For City Council on LOT Tax Item 22a 2/22/22 Council Meeting

To the Council,

The more we look into 1% for Air LOT, the worse it looks. There has never been a public accounting of where the money goes. And there hasn't been any reporting from FSVA to the public for over 3 years. See: <http://www.flysunvalleyalliance.com/sun-stats-economic-impact>

A lot of the 1% for Air doesn't even go for air, which you all know, but is likely to come as a bit of a shock to the referendum voters who think it is what it says it is.

"A significant portion of the 1% LOT funds are invested into promoting Sun Valley in key air service markets by Visit Sun Valley (VSV)"

Overall, the 1% for Air program seems like a hand over of millions of dollars a year in public money to benefit private companies.

Ms Breen, you are on the board of FSVA as Ketchum's representative. How are you okay with all of this?

From the SVASB January report, it looks like Ketchum pays 80% of the 1% for Air. Do Ketchum residents receive 80% of the value? Has anyone asked that question? The SVASB just hands over the money to FSVA and VSV. Does SVASB ever get any financial reporting from them on how our money is spent? FSVA and VSV send SVASB generic reports with no substance.

For example, from VSV this month:

"At the core of the organization, we remain dedicated to keeping the tourism economy churning. At the same time, we continue to embrace the destination management side of things in order to give the traveler the best possible and most informed experience while ensuring that the local community has the understanding of the current state of affairs and the tools to maintain the unique mountain culture and spirit established in Sun Valley.

We are once again focusing on retargeting past guests that are Epic pass holders. Think "loyalty" in the "awareness >> loyal >> retention" lifecycle. We are currently evaluating unique media opportunities to execute our winter tactics with Backbone Media."

This seems to be great for tourists. How does our money going to encourage Vail's EPIC pass holders to come to SV benefit the quality of life for the residents of Ketchum? How is this related to providing air service to the "citizens" who are being taxed, as required by the AGs opinion on MRGs?

Mayor Bradshaw, you are the Chair of SVASB. How do you justify this to your electorate?

Tourism is of course critical to the Ketchum economy. But how much? At what price? Should Ketchum residents be subsidizing SVC, Aspen and (soon to join them) Marriott? Where do we draw the line on taxpayer subsidization of an industry that is increasingly owned by people who do not live in Ketchum?

As the City of Ketchum proceeds with the referendum on the non-1% for Air LOT, all of these issues are going to be publicly aired. In particular, how will you ensure that the increase in LOT tax for workforce housing won't be as

mismanaged as the 1% for Air program has been? Given Ms Breen's and Mr Bradshaw's questionable oversight of 1% for Air, it is a natural question to ask.

It would behoove the City to have an overall strategy for the LOT. How it is assessed, who pays it (tourists vs non-tourists), specifically how it benefits Ketchum residents, and what the City plans to do on 1% for Air when it is next up for referendum.

Thank you,

Perry Boyle
Ketchum



City of Ketchum

Proclamation

- Whereas,** on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and
- Whereas,** those who chose the healthcare profession as their calling, were put to task by this outbreak, and rose to the occasion and unwaveringly faced the COVID pandemic to keep our community safe and protected; and
- Whereas,** the unwell of our community, whether afflicted with the novel coronavirus or suffering with another illness, were treated and tended to by devoted healthcare workers and served by dedicated frontline workers in many capacities; and
- Whereas,** all frontline workers, whether they be healthcare workers, first responders, grocery store workers or others, risked their own lives and the well-being of their families as they remained dedicated to providing essential services.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby honor and extend our deepest thanks and gratitude to all of the frontline workers of our community for their heroic efforts. We recognize their spirit, love and skill provided to their fellow man during the COVID-19 pandemic and encourage all residents of Ketchum to acknowledge our frontline workers for their devotion to the health and well-being of our citizens.



CALL TO ORDER:

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

Roll Call:

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

Also Present:

Jade Riley - City Administrator
Matt Johnson - Legal Counsel (Via Zoom)
Tara Fenwick - City Clerk & Administrative Business Manager
Suzanne Frick - Director, Planning and Building
Morgan Landers - Senior Planner
Bill McLaughlin – Fire Chief

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

- Councilor, Amanda Breen expressed gratitude to staff for their time on significant work initiatives.
- Councilor, Michael David shared encouragement for a focus on sidewalk maintenance.
- Mayor, Neil Bradshaw commented on the Parking Survey and invited the public to attend a variety of open houses on the Housing initiative.
- Public Comments as posted in the meeting packet.

CONSENT AGENDA: *(00:08:53 in video)*

Councilors, Courtney Hamilton, and Jim Slanetz asked consent item #6 be pulled for comment and clarification. The item was deferred to the next agenda.

Motion to approve consent agenda, minus item #6. Motion made by Councilor, Michael David, seconded by Councilor, Jim Slanetz. All in Favor.

PUBLIC HEARING: *(00:20:00 in video)*

Recommendation to conduct a public hearing and conduct second reading of Zoning Ordinance #1232.

Mayor, Neil Bradshaw, asked for public comment.

Public Comment:

None.

Mayor, Neil Bradshaw, closed public comment.

Motion to conduct the second reading of Ordinance #1232. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Jim Slanetz. All in favor.

City Clerk, Tara Fenwick, read the title of Ordinance #1232.

NEW BUSINESS: *(00:23:00 in video)*

Motion to conduct the first and second reading of Ordinance #1233. Motion made by Councilor, Amanda Breen, seconded by Councilor, Courtney Hamilton. All in favor.

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

City Administrator, Jade Riley provided the Council an update on the Ketchum Housing Action Plan and requested direction on the opportunity to present a Local Option Tax on the upcoming ballot.

Mayor, Neil Bradshaw, addressed the Council recommending Health Order #21-02 be lifted. Fire Chief, Bill McLaughlin provided the Council an update on Covid-19, and its variants.

Motion to rescind Health Order #21-02. Motion made by Councilor, Jim Slanetz, seconded by Councilor, Michael David. 3 in favor. 1 opposed.

Councilmember, Courtney Hamilton expressed her support for continuing the mask mandate.

ADJOURNMENT:

Motion to adjourn at 5:31 p.m. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Michael David. All in Favor.

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick



City of Ketchum

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Receive and File Treasurer's Monthly Financial Report

Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly report in accordance with statutory requirements and adopt the following motion:

"I move to receive and file the Treasurer's financial report."

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.

Introduction and History

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the financial condition of the treasury at the date of such accounting."

Analysis

Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

Sustainability Impact

There is no sustainability impact arising from this reporting.

Financial Impact

There is no financial impact arising from this reporting.

Attachments

- Attachment A: Monthly Financial Report Charts

FY 2022

Monthly Financial Reports

As of November 30, 2021



This packet is divided into three sections: (1) General Fund charts (pages 3-7); (2) Original LOT charts (pages 8-13); (3) Enterprise Fund charts (pages 14-16); and Off-Street Parking Lot charts (pages 17-19).

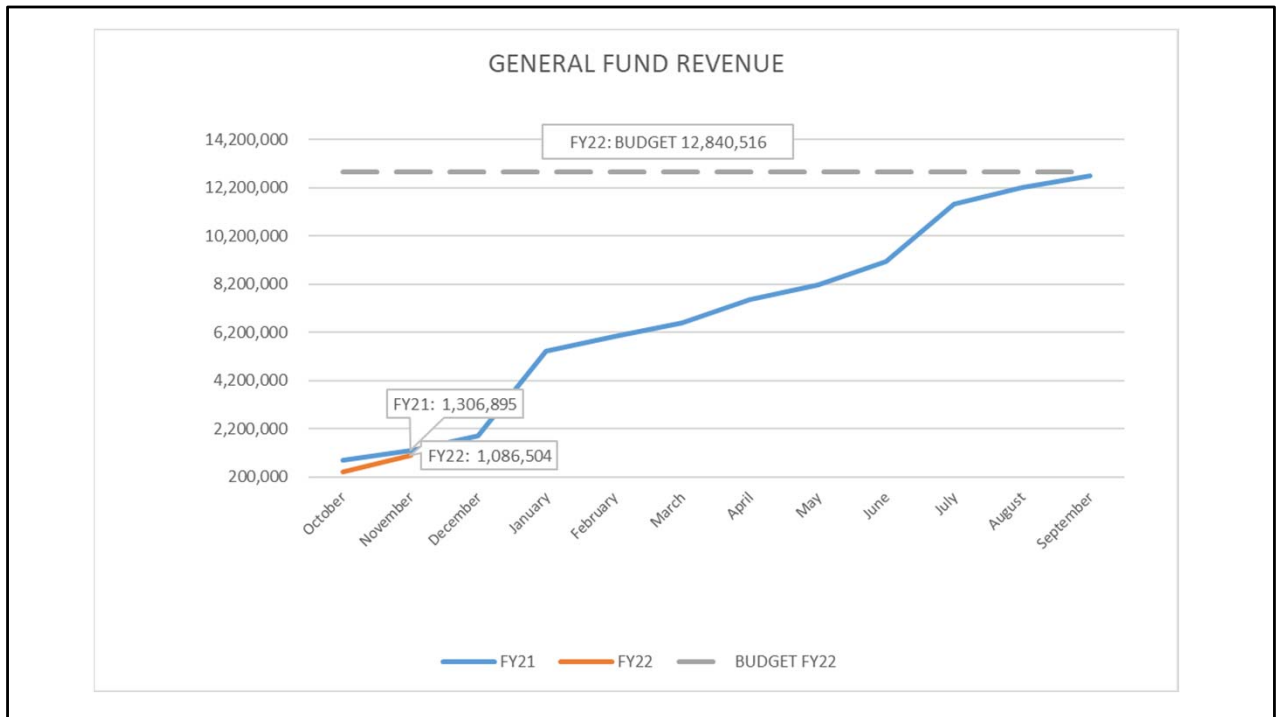
Each chart includes information on current progress relative to the prior year and the current budget.

Summary for November 30, 2021

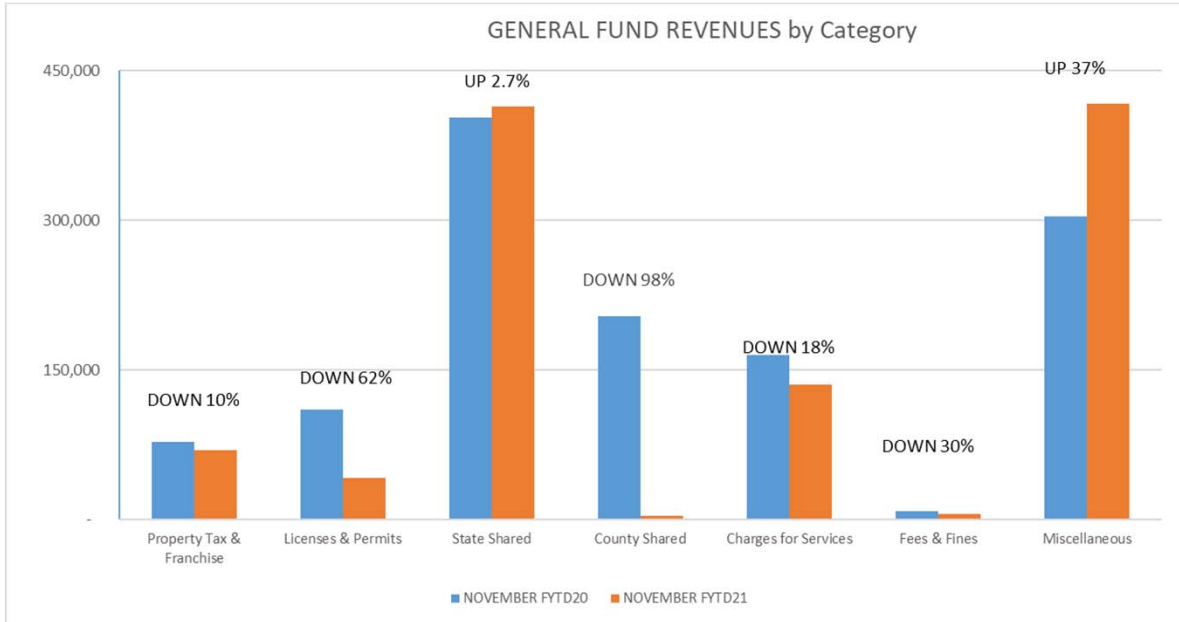
GENERAL FUND		
1.	REVENUES	
	Approved Budget	12,840,516
	Year to Date (YTD)	1,086,504
2.	EXPENDITURES	
	Approved Budget	12,840,516
	Year to Date (YTD)	1,985,921
3.	Net Position	-

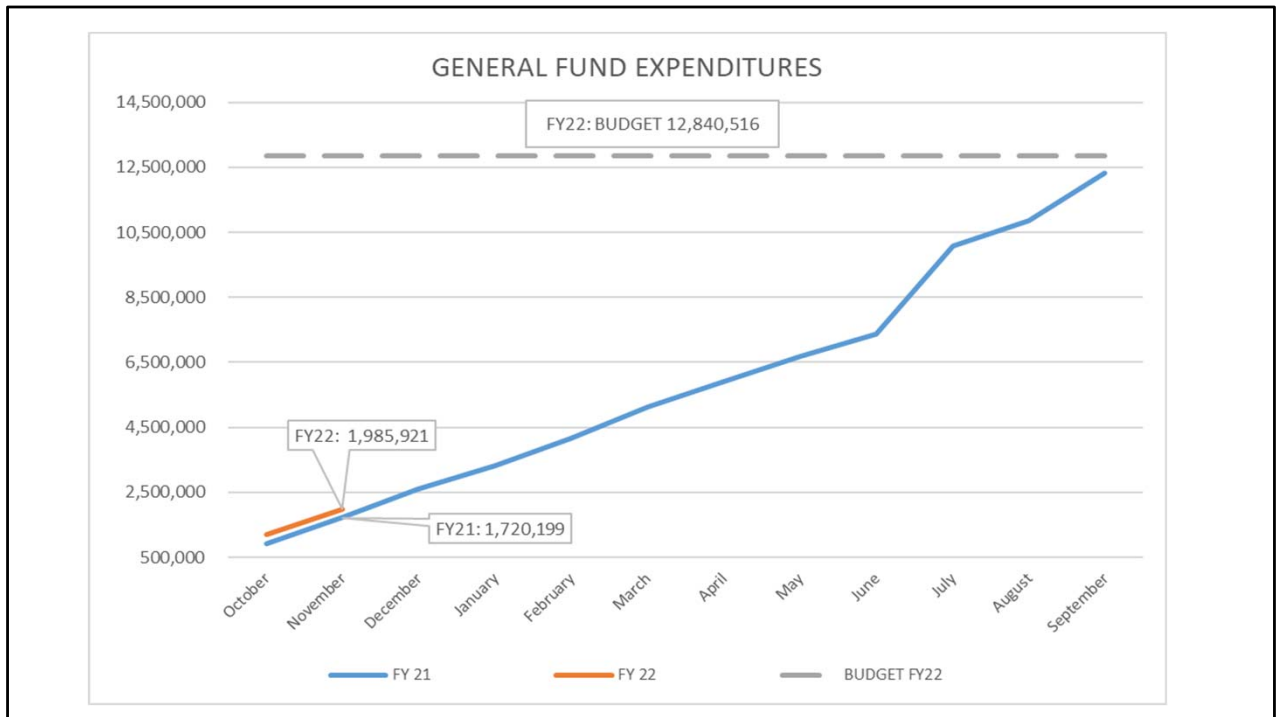
LOCAL OPTION TAX		
1.	REVENUES	
	Approved Budget	2,400,000
	Year to Date (YTD)	524,564
2.	EXPENDITURES	
	Approved Budget	2,400,000
	Year to Date (YTD)	508,299
3.	Net Position	-

General Fund

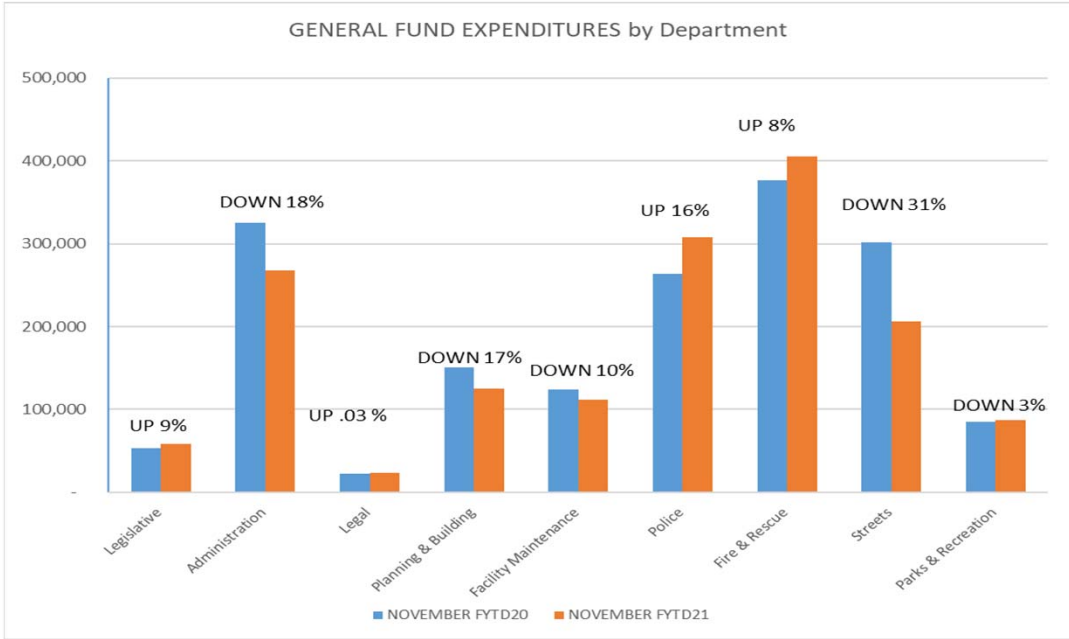


The General Fund revenues are down approximately \$220,391 (16%) in FYTD compared to FY2021. This decrease is largely due to timing of the receipts for Blaine County Ambulance we expect the October and November payments in December.

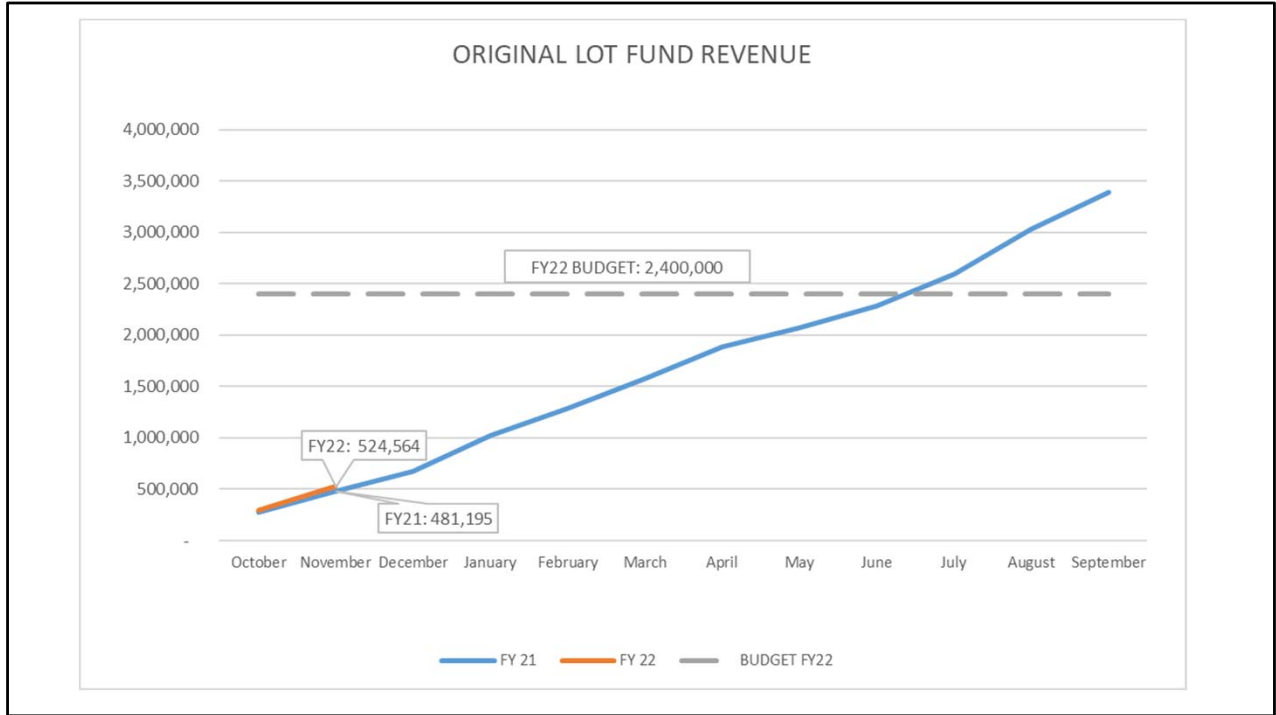




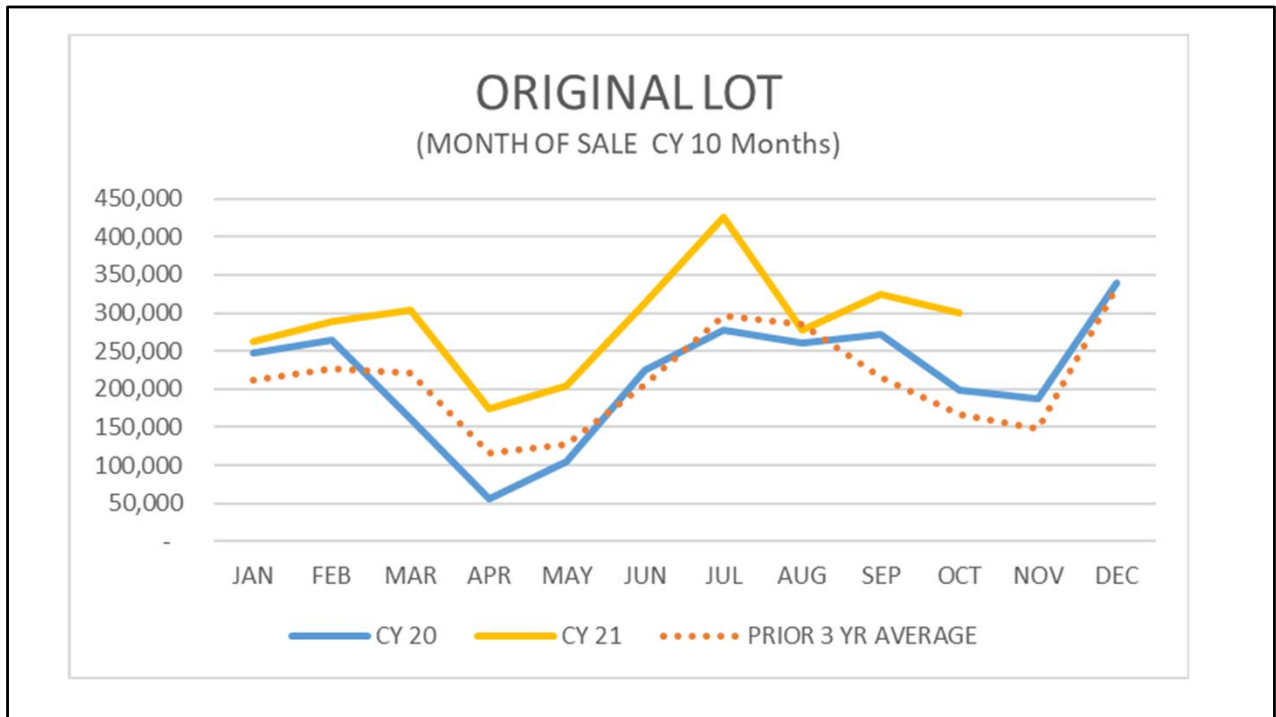
The General Fund expenditures are up \$265,722 (15%) FYTD. This increase is largely due to transfer of the ARPA funds to the Strategic Initiative Fund 54.



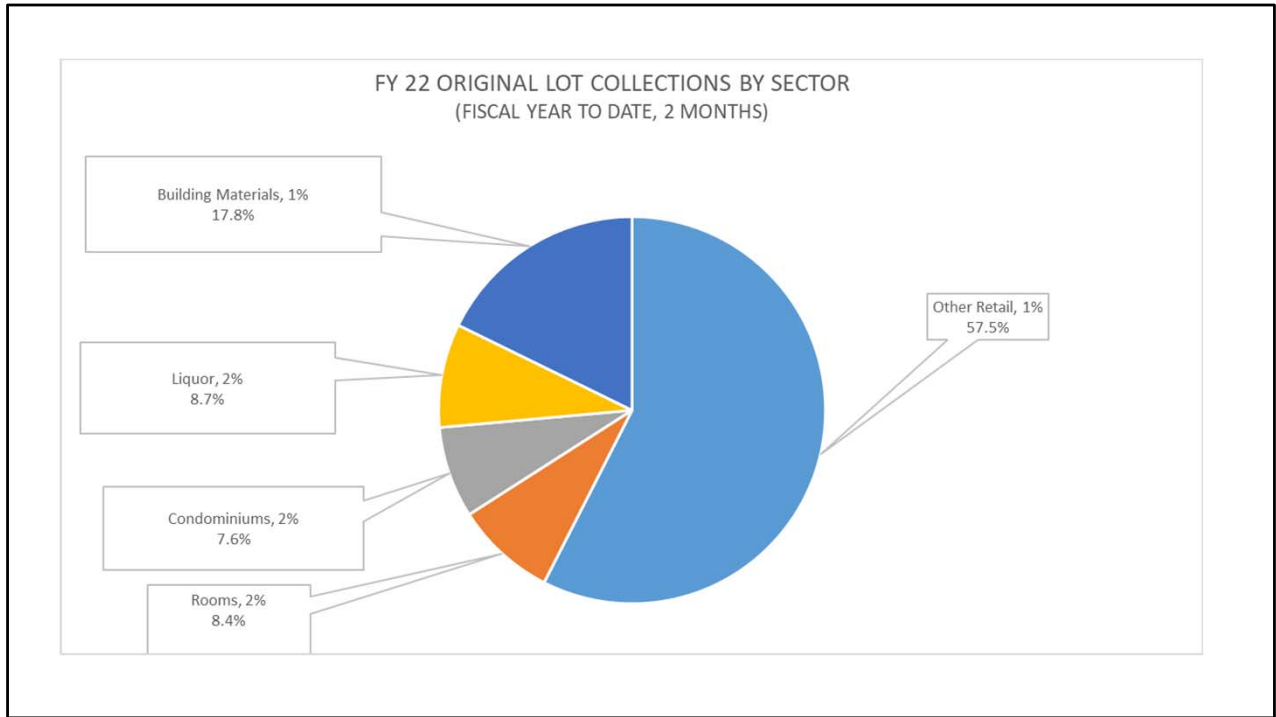
LOT Analysis



Revenue to the Original LOT Fund is up approximately \$43,369 (9%) FYTD. This increase is largely due to retail, condo and building material receipts.

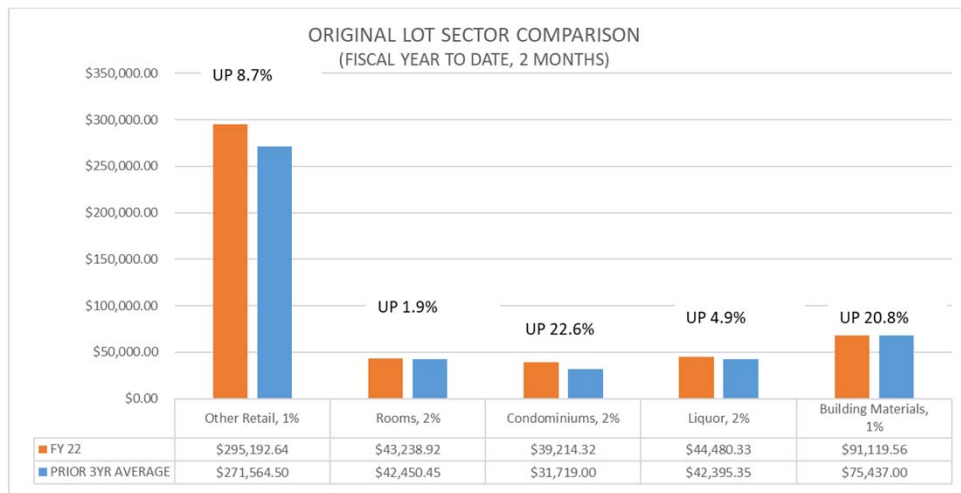


Original LOT for October month of sale are up approximately 38.3% compared to last year and up approximately 105% compared to the prior three-year average.



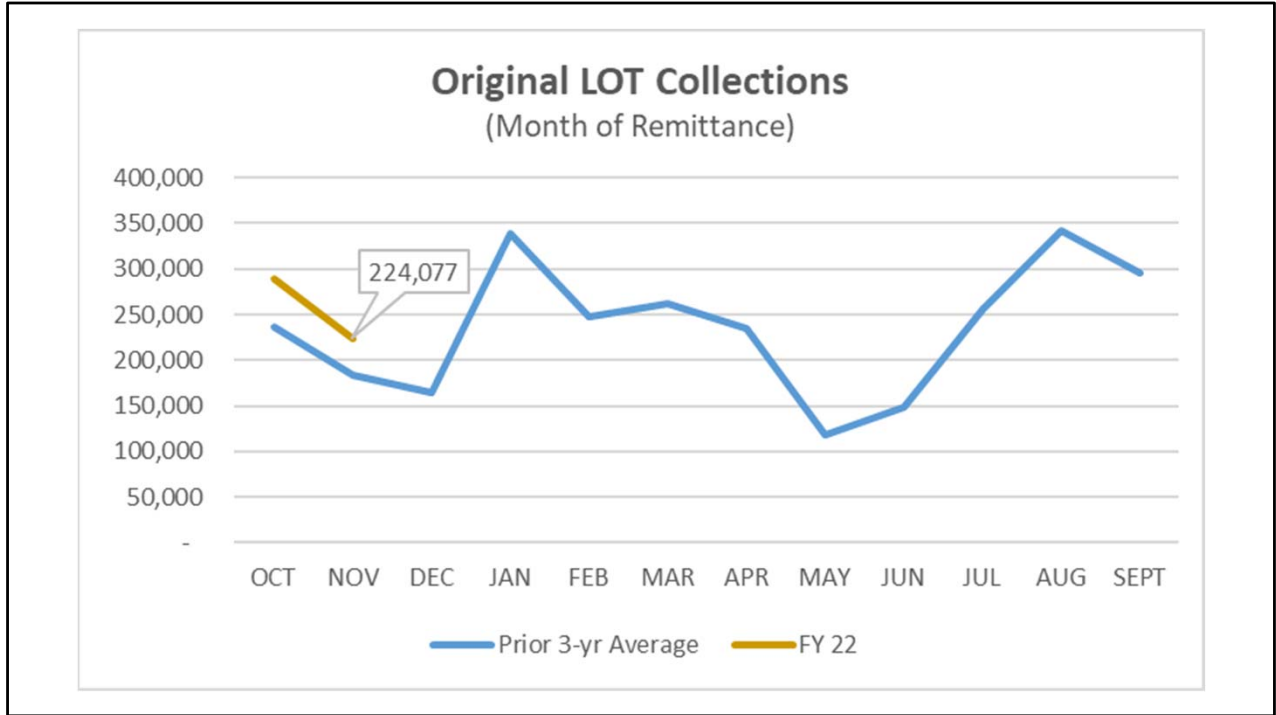
To date in FY 22 (2 months), Original LOT collections have been generated by each sector as follows:

1. Retail has generated 57.5% of the total.
2. Building Materials have generated 17.8%.
3. Liquor has generated 8.7%
4. Rooms have generated 8.4%.
5. Condominiums have generated 7.6%.



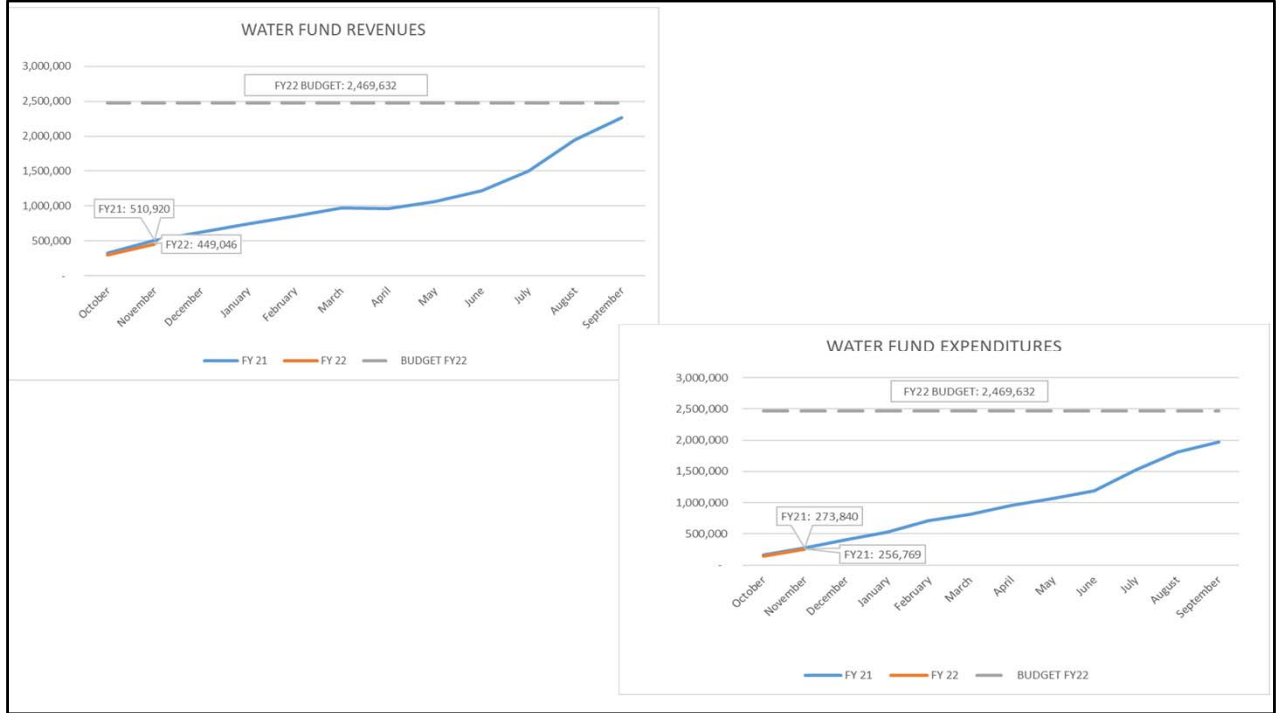
Through the first 2 months of FY 22, collections compared to the prior three-year average are as follows:

1. Retail is up 8.7%.
2. Rooms are up 1.9%.
3. Condominiums are up 22.6%
4. Liquor is up 4.9%.
5. Building Materials are up 20.8%.



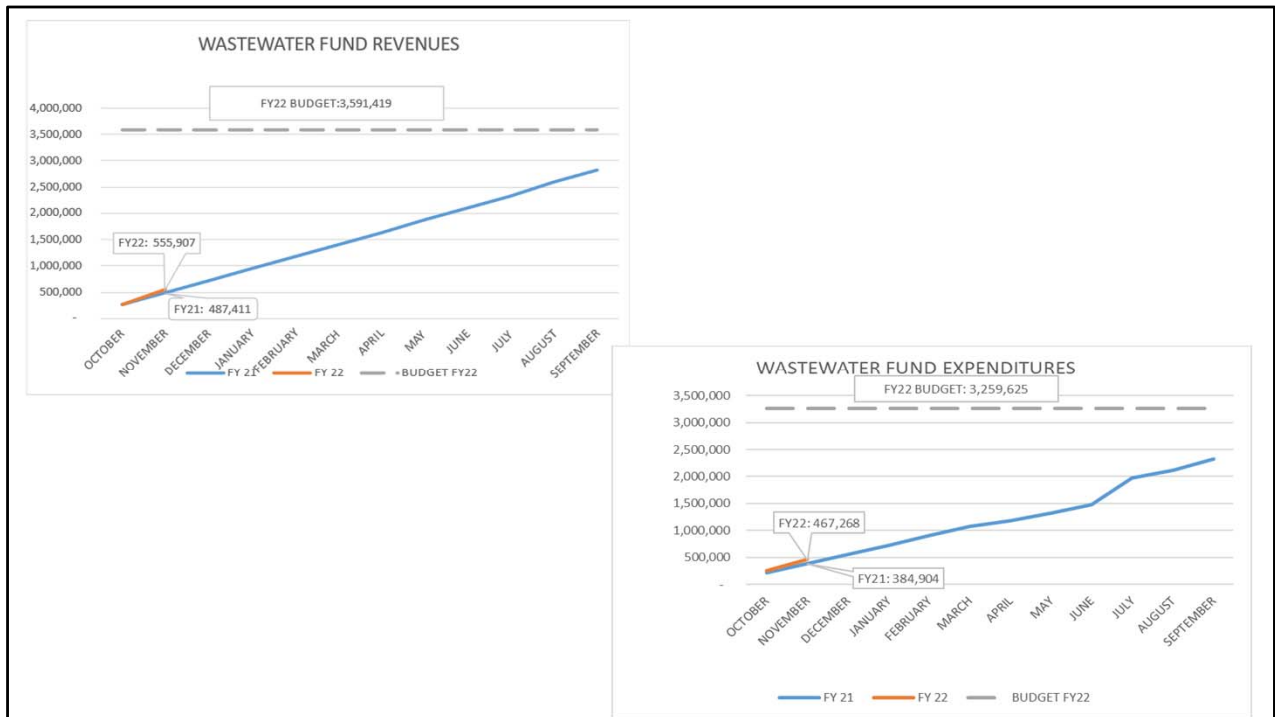
Revenues from Original LOT covered sales are up approximately 33.7% compared to the average of the prior three years.

Enterprise Funds



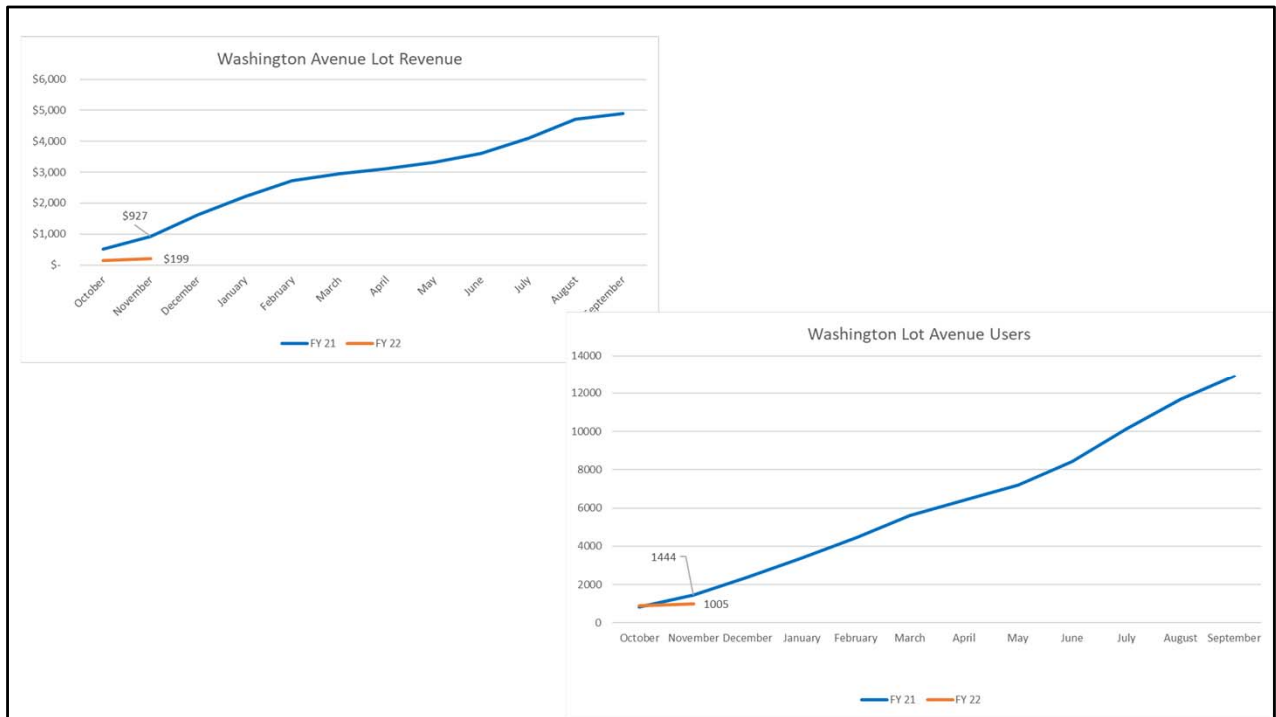
The Water Fund revenues are down \$61,874 (12%) FYTD. The decrease in revenue is largely due to water conservation.

The Water Fund expenditures are down \$17,071 (6%) FYTD.

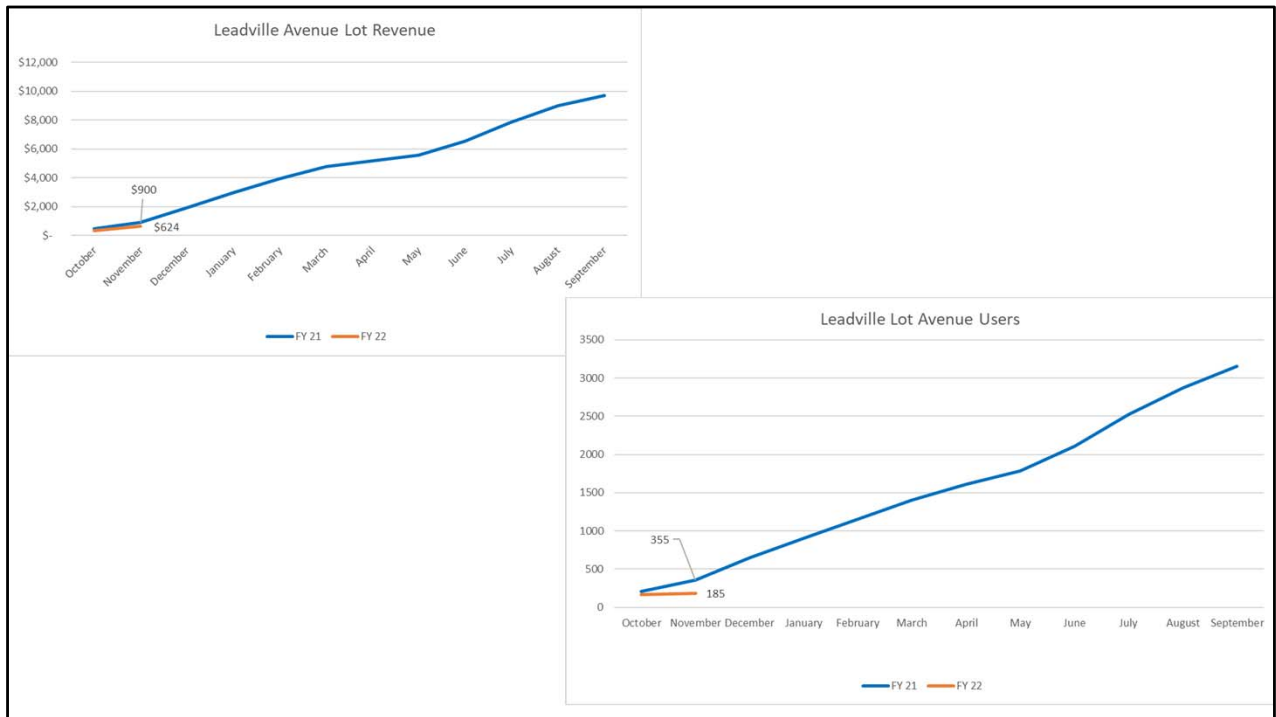


The Wastewater Fund revenues are up \$68,496 (14%) FYTD. The increase is due to two sources, charges for service and billings to the SVWSD. The Wastewater Fund expenditures are up \$82,364 (21%) FYTD. The increase is due to capital improvement tranfers.

Off-Street Parking Lots



In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$728 (80%) and users are down 439 (30%) relative to the prior year.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are down \$277 (30%) and users are down 170 (48%) relative to the prior year.

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			
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC			
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: FSA	628.00
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: DCA	211.74
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: FSAROLL	324.84
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: FSA	40.00
Total :			1,204.58
LEGISLATIVE & EXECUTIVE			
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	22.95
01-4110-3200 OPERATING SUPPLIES			
US BANK	5030 012522	Zoom	79.00
US BANK	6235 012522	Hank & Sylvies	91.50
Total LEGISLATIVE & EXECUTIVE:			193.45
ADMINISTRATIVE SERVICES			
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: HRA	25.00
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	51.85
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	121182	Pens, Note Pads, Envelopes	312.98
COPY & PRINT, L.L.C.	121183	Pens, Binders, Divider Tabs	45.35
COPY & PRINT, L.L.C.	121207	6 USB Drives	177.30
COPY & PRINT, L.L.C.	121212	Index Extra Wide Ave 11163	35.34
GEM STATE PAPER & SUPPLY	1066964-02	Coffee Pods, Hand Towels	185.01
US BANK	5030 012522	Fax Plus (added pages)	5.99
US BANK	6235 012522	Lanyards	69.95
01-4150-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18645	JAN 22 Admin	3,501.75
US BANK	6235 012522	USPS	174.00
US BANK	6235 012522	Hailey Coffee Co	37.88
BACKGROUND INVESTATION B	CIT025020122-	Background Checks	47.85
WESTERN RECORDS DESTRUCT	0575910	January Records Destruction	130.00
VALLEY TEMP SERVICES INC	020422	ELIZABETH INSINGER	156.00
VALLEY TEMP SERVICES INC	021122	ELIZABETH INSINGER	169.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0131	10002196 013122	721.36

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	2745 012522	Trello	25.00
US BANK	6235 012522	Wix	30.00
US BANK	6235 012522	Google	11.99
01-4150-5100 TELEPHONE & COMMUNICATIONS			
COX BUSINESS	047131901 012	047131901 012622	99.79
COX BUSINESS	047131901 112	047131901 112621	99.79
COX BUSINESS	047131901 122	047131901 122521	99.59
COX BUSINESS	050589901 020	050589901 020622	173.39
01-4150-5110 COMPUTER NETWORK			
GREAT AMERICA FINANCIAL SE	30935134	016-1147509-000 FINAL PAYEMNT	492.83
KETCHUM COMPUTERS, INC.	18645	JAN 22 Admin Hardware	1,148.40
US BANK	5030 012522	Microsoft	413.03-
US BANK	5030 012522	Microsoft	433.97
US BANK	5030 012522	8x8 (Phone System)	2,453.22
LEAF	12866627	100-6877711-001 FEB 22	700.07
01-4150-5150 COMMUNICATIONS			
US BANK	5030 012522	Mailchimp	87.99
US BANK	6235 012522	Facebook	33.35
US BANK	6235 012522	Facebook	108.75
US BANK	6235 012522	Constant Contact	9.50
01-4150-5200 UTILITIES			
CITY OF KETCHUM	JANUARY 202	360	53.66
CITY OF KETCHUM	JANUARY 202	208	249.50
CITY OF KETCHUM	JANUARY 202	772	64.15
CITY OF KETCHUM	JANUARY 202	9994	651.33
IDAHO POWER	2203990334 02	2203990334 021022	53.25
IDAHO POWER	2206570869 02	2206570869 021022	16.87
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
URBAN RENEWAL AGENCY	021422	REIMBURSE: Econolite Invoice 200371	1,600.00
URBAN RENEWAL AGENCY	0214221	REIMBURSE: Econolite Invoice 158761	320.00
01-4150-6500 CONTRACTS FOR SERVICES			
DELL FINANCIAL SERVICES	81180767	001-8998447-006	11.30
S & C ASSOCIATES LLC	2283-2294, 229	2290	2,022.00
S & C ASSOCIATES LLC	2283-2294, 229	2291	142.50
S & C ASSOCIATES LLC	2283-2294, 229	2289	354.00
S & C ASSOCIATES LLC	2283-2294, 229	2292	177.00
01-4150-6510 COMPUTER SERVICES			
CASELLE, INC.	114982	Contract Support & Maintence 3/22	2,410.00
Total ADMINISTRATIVE SERVICES:			19,566.77
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 013122	General Services 24892R 013122	15,500.00
Total LEGAL:			15,500.00
PLANNING & BUILDING			

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	26.05
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	0568 012522	Dropbox Yearly Subscription	2,250.00
01-4170-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18645	JAN 22 P&B	406.00
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
S & C ASSOCIATES LLC	2283-2294, 229	2288	295.00
S & C ASSOCIATES LLC	2283-2294, 229	2294	236.00
S & C ASSOCIATES LLC	2283-2294, 229	2283	118.00
S & C ASSOCIATES LLC	2283-2294, 229	2297	118.00
S & C ASSOCIATES LLC	2283-2294, 229	2287	118.00
S & C ASSOCIATES LLC	2283-2294, 229	2285	177.00
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0131	10002196 013122	114.97
Total PLANNING & BUILDING:			3,859.02
NON-DEPARTMENTAL			
01-4193-4200 PROFESSIONAL SERVICE			
COPY CENTER LLC	2050	Thank You Cards	274.00
US BANK	6235 012522	Facebook	360.33
US BANK	6235 012522	Facebook	227.40
DIXON RESOURCES UNLIMITED	2999	Contractual Services	6,615.00
DIXON RESOURCES UNLIMITED	3044	Contractual Services	9,390.29
LANDWORK STUDIO LLC	2916	Warm Springs Ranch Preserve - Meetings	75.00
Total NON-DEPARTMENTAL:			16,942.02
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	21.03
01-4194-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	9988 012522	Amazon: 2022 Wall Calendar	16.99
01-4194-3200 OPERATING SUPPLIES			
US BANK	9988 012522	Amazon: Toe Warmers	61.44
US BANK	9988 012522	Amazon: Coffee, Vitamin C Powder	74.72
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	985481	38950 013122	308.36
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	25945	Snow Removal- 4th St Pushing	1,200.00
BIG WOOD LANDSCAPE, INC.	25948	Snow Removal- 2nd St Parking Sidewalk	520.50
BIG WOOD LANDSCAPE, INC.	25949	Snow Removal - 4th St Spruce to Walnut	525.00
BIG WOOD LANDSCAPE, INC.	25950	Snow Removal- 6th St & Leadville	579.00
BIG WOOD LANDSCAPE, INC.	25951	Snow Removal- Cimino Park	611.25
BIG WOOD LANDSCAPE, INC.	25952	Snow Removal- City Maintenance Yard	462.00
BIG WOOD LANDSCAPE, INC.	25953	Snow Removal- Forest Service PArk	614.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
BIG WOOD LANDSCAPE, INC.	25954	Snow Removal- KTS Exterior Sidewalks	684.00
BIG WOOD LANDSCAPE, INC.	25955	Snow Removal- KTS Interior	624.00
BIG WOOD LANDSCAPE, INC.	25956	Snow Removal- Ore Wagon Museum	506.25
IRISH ELECTRIC	20422	Replace Damaged Meter Main & Breaker Panel	1,723.00
KETCHUM COMPUTERS, INC.	18645	JAN 22 Facility Maint	130.50
SAWTOOTH PLUMBING & HEATI	34790	HWY 75 Lift Station Lodge	295.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	JANUARY 202	532	55.97
CITY OF KETCHUM	JANUARY 202	1245	39.12
CITY OF KETCHUM	JANUARY 202	9996	53.67
CITY OF KETCHUM	JANUARY 202	1127	14.55
CITY OF KETCHUM	JANUARY 202	9995	43.65
CITY OF KETCHUM	JANUARY 202	560	14.55
CITY OF KETCHUM	JANUARY 202	536	130.95
CITY OF KETCHUM	JANUARY 202	9991	55.97
CITY OF KETCHUM	JANUARY 202	456	14.55
IDAHO POWER	2203313446 02	2203313446 020922	5.31
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILIDNG MAINTEN	0132725-IN	Janitorial Services	3,395.12
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS			
A.C. HOUSTON LUMBER CO.	2202-882376	10.1 DAP Silicone, Tape, Nitrile Gloves	57.97
IRISH ELECTRIC	20322	Install Light Sconces	395.00
01-4194-5910 REPAIR & MAINT-491 SV ROAD			
BIG WOOD LANDSCAPE, INC.	25957	Snow Removal- Starbucks	1,999.75
CENTURY LINK	2087250932 02	2087250932 020422	55.53
CITY OF KETCHUM	JANUARY 202	491 BLDG	319.09
GEM STATE PAPER & SUPPLY	1066479-01	Paper Supplies	40.04
GEM STATE PAPER & SUPPLY	1067008	Paper Supplies	78.60
WESTERN BUILIDNG MAINTEN	0132725-IN	Janitorial Services	1,403.00
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
US BANK	9988 012522	Amazon: Hydraulic Hose End Fitting	44.99
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2201-881186	Coupler, Blow Gun	28.98
A.C. HOUSTON LUMBER CO.	2202-884537	NH 1x1/2 CRNR BRC ZINC CD	3.79
PIPECO, INC.	S4410434.001	Bushing, Hose Fitting	5.93
US BANK	9988 012522	Amazon: No Spill Gas Can & Spout Extension	41.98
Total FACILITY MAINTENANCE:			17,255.10
POLICE			
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: HSA	77.57
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	6.45
01-4210-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	985494	39060 013122	114.12
01-4210-3620 PARKING OPS EQUIPMENT FEES			
US BANK	5030 012522	Verizon	172.94

Vendor Name	Invoice Number	Description	Net Invoice Amount
CALE AMERICA, INC.	167632	January 2022 Active Meters	165.00
FLASHPARKING INC	123988	Subscription/Support/Usage Fee	737.00
01-4210-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18646	JAN 22 Police	1,388.00
Total POLICE:			2,661.08
FIRE & RESCUE			
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	78.15
01-4230-3200 OPERATING SUPPLIES FIRE			
ATKINSONS' MARKET	04161540	Coffee	27.54
CHATEAU DRUG CENTER	2506402	Cleaning Supplies	10.91
COPY & PRINT, L.L.C.	817	Bankers Boxes	14.97
DAVIS EMBROIDERY INC.	39524	Fire Uniforms-New Station T-Shirts	993.72
US BANK	4977 012522	Batteries	98.60
US BANK	4977 012522	Cleaning Supplies	53.07
US BANK	4977 012522	GoToMeeting	9.50
CURTIS TOOLS FOR HEROES	INV565483	Rescue Equipment	2,035.00
PETZL AMERICA	6000309056	Back Country Rescue Ropes	770.88
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	04161540	Coffee	27.54
BOUNDTREE MEDICAL	84384038	Medical Supplies	137.13
BOUNDTREE MEDICAL	84386305	Medical Supplies	309.00
CHATEAU DRUG CENTER	2506402	Cleaning Supplies	10.91
CHATEAU DRUG CENTER	2508167	Tape	3.78
COPY & PRINT, L.L.C.	817	Bankers Boxes	14.97
NORCO	34008120	54794 011722	67.76
NORCO	34120832	52355 013122	36.27
NORCO	34121900	54794 013122	229.40
US BANK	4977 012522	Cleaning Supplies	53.07
US BANK	4977 012522	GoToMeeting	9.50
US BANK	4977 012522	Batteries	98.59
HENRY SCHEIN	15871473	Medical Supplies	920.32
HENRY SCHEIN	16052664	Medical Supplies	352.70
01-4230-4200 PROFESSIONAL SERVICES FIRE			
KETCHUM COMPUTERS, INC.	18645	JAN 22 Fire	1,776.25
01-4230-4900 TRAINING/TRAVEL/MTG FIRE			
US BANK	4977 012522	Airline Ticket for Mike Witthar	274.09
US BANK	4977 012522	Hotel Booking Protection for Mike Witthar	9.00
01-4230-4910 TRAINING EMS			
US BANK	4977 012522	Avalanche School (Silverton) Class Fee	650.00
US BANK	4977 012522	Recertification Vouchers	64.00
US BANK	4977 012522	Avalanche Class Books	185.40
US BANK	4977 012522	Recertification Voucher - Balance Due	7.00
US BANK	9939 012522	Avalanche Class For David, Kjirsten	1,300.00
AIARE	01162022	24 Student Avalanche Training Fees	320.00
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 02	2224210258 020722	47.60

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
MTE COMMUNICATIONS	056983 020122	056983 020122	15.13
US BANK	9939 012522	Fax Set Up	90.00
VERIZON WIRELESS	9898053761	842054354 012322	303.49
COX BUSINESS	049446101 012	049446101 012822	122.84
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T New CAD system/Monthly Bill	239.97
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
MTE COMMUNICATIONS	056983 020122	056983 020122	15.12
US BANK	9939 012522	Fax Set Up	89.99
VERIZON WIRELESS	9898053761	842054354 012322	303.48
COX BUSINESS	049446101 012	049446101 012822	122.83
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T New CAD system/Monthly Bill	239.96
01-4230-5200 UTILITIES			
CITY OF KETCHUM	JANUARY 202	2307	141.11
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	2202-883573	16 OZ Goof Off	3.25
A.C. HOUSTON LUMBER CO.	2202-884623	16 OZ Goof Off	6.49
A.C. HOUSTON LUMBER CO.	2202-885513	Drill Screws for Rescue 1	15.98
HUGHES FIRE EQUIPMENT, INC.	573457	Park Brake Switch Repair for E1	247.04
HUGHES FIRE EQUIPMENT, INC.	573514	Parts for E1 (Pedal, Accelerator)	361.97
RIVER RUN AUTO PARTS	6538-175230	Wire Terminal Clip, V-Ribbed Belt for Rescue 1	38.56
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
A.C. HOUSTON LUMBER CO.	2202-883573	16 OZ Goof Off	3.24
BROOKS WELDING	14808	Repair Ski Rack on Amb 22	95.00
01-4230-6910 OTHER PURCHASED SERVICES EMS			
SUN VALLEY COMPANY	55081	Mtn. Space Rental	2,560.00
SUN VALLEY COMPANY	55260	Forest Service Fees	201.90
Total FIRE & RESCUE:			16,213.97
STREET			
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: HSA	346.15
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	40.87
01-4310-3200 OPERATING SUPPLIES			
FASTENAL COMPANY	IDJER101520	Safety: Batteries	19.74
FASTENAL COMPANY	IDJER101589	Safety: Disposable Gloves	20.25
NAPA AUTO PARTS	091711	Metal Detector: Battery	8.98
NAPA AUTO PARTS	092113	Stock: CTR Towel	67.99
PIPECO, INC.	S4420826.001	Fix Shop Leak: Teflon Paste, Hose Bibb	12.72
US BANK	2022 012522	Johnny G's: Lunch for Snow Removal	160.11
US BANK	2022 012522	Amazon: HD Webcam w/ Mic	37.99
WAKE UP AND LIVE, INC.	13041	Breakfast for Snow Crew	170.90
YELLOWSTONE LEATHER PROD	101497	Work Gloves	18.50
01-4310-3400 MINOR EQUIPMENT			
NAPA AUTO PARTS	091853	Shop Use Equipment: Butt Connector	12.98
NAPA AUTO PARTS	092037	Stock: Butt Connector	12.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	2022 012522	Amazon: Postal Shipping Scale	42.99
01-4310-3500 MOTOR FUELS & LUBRICANTS			
WEX BANK	78073159	Fuel Purchases	399.55
01-4310-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	25947	Snow Removal- Neil's Way	825.00
KETCHUM COMPUTERS, INC.	18645	JAN 22 Streets	253.75
01-4310-5200 UTILITIES			
CITY OF KETCHUM	JANUARY 202	9993	93.90
CITY OF KETCHUM	JANUARY 202	9999	54.82
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	090890	Light Bulbs	31.12
NAPA AUTO PARTS	091744	#50 Expedition	31.12-
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
LES SCHWAB	11700736527	Flat Repair	185.98
NAPA AUTO PARTS	090985	#52 966M: Antenna Holder	10.96
NAPA AUTO PARTS	092244	#19 GeoVac: Switch	5.65
NAPA AUTO PARTS	092283	#19 GeoVac: Filters	96.73
US BANK	2022 012522	Amazon: 1810 Flange	289.99
US BANK	2022 012522	UPS	30.50
US BANK	2022 012522	Amazon: FCC CB Radio	64.00
WESTERN STATES CAT	IN001875675	#120 140M Grader	315.96
JACKSON GROUP PETERBILT	264740	#5 Truck: Radio Front AUX	108.84
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11963027	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ALSCO - AMERICAN LINEN DIVI	LBO11964820	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
CINTAS DOCUMENT MANAGEM	5094255623	First Aid Supplies	220.77
NORCO	34120906	53271 013122	234.05
01-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-972924	12' Length 2"x2" Squart Post - 14 Guage	3,594.10
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 02	2200059315 020922	5.31
IDAHO POWER	2200506786 02	2200506786 020922	22.55
IDAHO POWER	2201174667 02	2201174667 020922	15.45
IDAHO POWER	2202627564 02	2202627564 020922	23.15
IDAHO POWER	2205963446 02	2205963446 020922	91.91
IDAHO POWER	2224304721 02	2224304721 020922	5.31
PLATT ELECTRIC SUPPLY	2L79271	For Street Lights - Light Sensor Buttons	80.64
Total STREET:			8,079.76
RECREATION			
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: HSA	3,087.26
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	22.70
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: HSAVIS	322.52

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-3100 OFFICE SUPPLIES & POSTAGE			
CHATEAU DRUG CENTER	2482600	Push Pins	5.68
01-4510-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2202-884933	Ice Melt	31.98
SYSCO	140990327	Cheese, Corndogs, Chicken, Fruit, Snacks, Cleaning Supplies	154.23
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	04163014	Sauces, Fruit, Bacon, Eggs	38.62
SYSCO	140990327	Cheese, Corndogs, Chicken, Fruit, Snacks, Cleaning Supplies	598.82
01-4510-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	128327-1	Propane	30.15
LUTZ RENTALS	128363-1	Propane	24.52
UNITED OIL	985344	37268 013122	104.91
01-4510-4200 PROFESSIONAL SERVICE			
KETCHUM COMPUTERS, INC.	18645	JAN 22 Parks	551.00
Total RECREATION:			4,972.39
Total GENERAL FUND:			106,448.14
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7100 SUN VALLEY RD MILL & OVERLAY			
COPY CENTER LLC	2057	Door Hangers, Posters	730.50
EXPRESS PUBLISHING, INC.	10002196 0131	10002196 013122	966.44
S & C ASSOCIATES LLC	2283-2294, 229	2284	118.00
S & C ASSOCIATES LLC	2283-2294, 229	2286	1,019.00
03-4193-7194 ZONING CODE UPDATE			
LOGAN SIMPSON DESIGN INC	28966	Historic Preservation Plan Update	4,600.00
Total GENERAL CIP EXPENDITURES:			7,433.94
03-4210-7120 RADIOS (PORTABLE)			
MOTOROLA SOLUTIONS	8281282625	Radios & Pagers	2,405.04
Total :			2,405.04
03-4230-7100 UTILITY/PICK-UP TRUCK			
US BANK	9939 012522	Mike Witthar Trip for Rescue 1 - Gas	835.57
US BANK	9939 012522	Mike Witthar Trip for Rescue 1 - Meals	195.42
US BANK	9939 012522	Mike Witthar Trip for Rescue 1 - Hotels	450.71
US BANK	9939 012522	Mike Witthar Trip for Rsecue 1 - Maintenance for Rescue 1	2,833.09
Total :			4,314.79
Total GENERAL CAPITAL IMPROVEMENT FD:			14,153.77

Vendor Name	Invoice Number	Description	Net Invoice Amount
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
PERFORMANCE AUDIO LLC	P184354	SPEAKER Stands, Tote	263.09
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11771	Specific Services	57,250.00
Total ORIGINAL LOT TAX:			57,513.09
Total ORIGINAL LOT FUND:			57,513.09
ADDITIONAL1%-LOT FUND			
ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	021422	December 2021 MOS	355,281.84
Total ADDITIONAL 1%-LOT:			355,281.84
Total ADDITIONAL1%-LOT FUND:			355,281.84
FIRE BOND FUND			
FIRE BOND FUND EXP/TRNFRS			
41-4800-4205 PROF SERVICES PAYING AGENT			
ZIONS BANK	6274	General Obligation Bonds, Series 2020	2,500.00
Total FIRE BOND FUND EXP/TRNFRS:			2,500.00
Total FIRE BOND FUND:			2,500.00
IN-LIEU HOUSING FUND			
IN-LIEU HOUSING EXPENDITURES			
52-4410-6020 BC-KETCHUM HOUSING AUTHORITY			
BLAINE COUNTY HOUSING	021022	FY 2022 - 2nd Quarter	18,750.00
52-4410-7115 AFFORDBLE WORKFORCE HOUSING			
ELITE RESTORATION	10141	SALVAGE, ABATE ASBESTOS AND DEMO - OLD CITY HALL	50,265.35
Total IN-LIEU HOUSING EXPENDITURES:			69,015.35
Total IN-LIEU HOUSING FUND:			69,015.35
STRATEGIC INITIATIVE FUND			
STRATEGIC INITIATIVE EXPENSE			
54-4410-4200 PROFESSIONAL SERVICES			
CONNELLY, CARISSA	3	COMMUNITY HOUSING CONSULTING	10,402.50
US BANK	6235 012522	Facebook	130.92
US BANK	6235 012522	Facebook	48.12
ALBOUM TRANSLATION SERVIC	I-15752	Housing Slides English to Spanish	664.02
ALBOUM TRANSLATION SERVIC	I-15809	Lot Board English to Spanish	90.36
SULLIVAN-REBERGER	4747	Governmental Relations (NTE)	8,333.00
SULLIVAN-REBERGER	4748	Governmental Relations (NTE)	8,333.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total STRATEGIC INITIATIVE EXPENSE:			28,001.92
Total STRATEGIC INITIATIVE FUND:			28,001.92
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	19.85
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	80415	mailings	447.05
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11964826	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBO11964828	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
GEM STATE PAPER & SUPPLY	1067763	Towels, Towel Holder	70.65
GO-FER-IT	109336	292 013122	23.00
PIPECO, INC.	S4404508.001	Blue Flags	12.80
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	23132	Drinking Water Bacteria	100.00
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	985347	37271 013122	437.94
63-4340-3600 COMPUTER SOFTWARE			
GRAY MATTER SYSTEMS, LLC	SIN022480	SCADA SIMPLICITY SOFTWARE UPGRADE & SUPPORT	6,495.00
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	835662	Hypochlorite Solution	252.24
GEM STATE WELDERS SUPPLY,I	E267534	55 Gallon Sodium Hypochlorite	492.48
63-4340-4200 PROFESSIONAL SERVICES			
DIG LINE	0067793-IN	0000167 013122	34.90
KETCHUM COMPUTERS, INC.	18645	JAN 22 Water	239.25
DICK YORK'S AUTO SERVICE	91378	Vehicle Tow	175.00
63-4340-4300 STATE & WA DISTRICT FEES			
WATER DISTRICT 37 & 37M	10188 012722	Account 10188 - Yearly Payment	2,076.94
WATER DISTRICT 37 & 37M	1284 012722	Account 1284 - Yearly Payment	632.27
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DIVISION OF OCCUPATIONAL	021522	License Exam: Steve Daigh	100.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 02	2087250715 020422	123.67
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
HILLSIDE AUTO, INC.	38511	Work on Starter/ Safety Switch	497.06
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
RIVER RUN AUTO PARTS	6538-175083	FRO F240 DEX III/Mercon	39.95
CANYON EXCAVATION. LLC	2373	Change Out Broken 1-1/2" Ball Valve in Meter Vault	137.46

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-6910 OTHER PURCHASED SERVICES			
GRAY MATTER SYSTEMS, LLC	SIN022480	SCADA SIMPLICITY SOFTWARE UPGRADE & SUPPORT	1,639.94
Total WATER EXPENDITURES:			14,132.29
WATER DEBT SERVICE EXPENDITRES			
63-4800-8700 DEBT SRVC ACCT INTEREST-2016			
CHASE	943	Interest Due this period	8,295.83
Total WATER DEBT SERVICE EXPENDITRES:			8,295.83
Total WATER FUND:			22,428.12
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP307348	Claims Paid January 2022: HSA	287.43
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	837213	HRA & FSA Admin Fees January	39.20
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	80415	mailings	670.59
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11964826	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBO11964827	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36
CHATEAU DRUG CENTER	2505517	Distilled Water, Batteries	12.32
US BANK	9642 012522	Amazon: Instant Power Urinal & Toilet Bowl Cleaner	44.76
65-4350-3400 MINOR EQUIPMENT			
PIPECO, INC.	S4451601.001	136PF-6 Hand Pump Large	32.03
65-4350-3500 MOTOR FUELS & LUBRICANTS			
RIVER RUN AUTO PARTS	6538-175056	Oil for Mower & T. Pump	27.45
UNITED OIL	985346	37270 013122	567.72
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	87955	Metals Digestion, Copper, S&H	244.94
KETCHUM COMPUTERS, INC.	18645	JAN 22 WW	239.25
MAGIC VALLEY LABS, INC.	23132	Landfill Well Nitrate	42.00
ROBERTS ELECTRIC	6516	Labor- Troubleshoot Blower Motors	95.00
BACKGROUND INVESTATION B	CIT025020122-	Background Checks	23.95
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700738801	Radial Repair, Flat Repair	40.02
NAPA AUTO PARTS	091320	Tanker Truck: Seals-25 Bag	1.80
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
US BANK	9642 012522	Amazon: CyberPower RB1280X2A	76.62
WESTERN STATES CAT	IN001916777	Heat Sink As	1,229.99
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
DIG LINE	0067793-IN	0000167 013122	34.90
UNITED OIL	985346	37270 013122	65.40

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER EXPENDITURES:			3,930.15
Total WASTEWATER FUND:			3,930.15
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7811 CAPITAL FACILITY PLAN			
HDR ENGINEERING, INC.	1200408771	20576 - Wastewater Facility Planning Study	21,012.00
Total WASTEWATER CIP EXPENDITURES:			21,012.00
Total WASTEWATER CAPITAL IMPROVE FND:			21,012.00
ESSENTIAL SERVICES FAC. TRUST			
ESF TRUST EXPENDITURES			
95-4193-7201 FUTURE ESF CITY HALL			
BUSINESS INTERIORS OF IDAHO	PR11884-1	Furniture and Installation	551.85
S & C ASSOCIATES LLC	2283-2294, 229	2293	118.00
THE FLAG FACTORY	30164	Shipping Costs	39.00
Total ESF TRUST EXPENDITURES:			708.85
Total ESSENTIAL SERVICES FAC. TRUST:			708.85
Grand Totals:			680,993.23

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



February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve PO #22057

Recommendation and Summary

Staff is recommending the council to contract with DC Engineering for their Professional Services and conceptual design engineering to provide backup power to our Northwood Well and Water Operations Building.

I recommend the council authorize the mayor to sign PO# 22057 and attached proposals with DC Engineering for their Professional Services, and conceptual design engineering work to provide backup power to our Northwood Well and Water operations building at a not to exceed price of \$50,000.00.

The reasons for the recommendation are as follows:

- The Idaho Department of Environmental Quality Idaho Administrative Act (IDAPA) rules for public drinking water systems (IDAPA 58.01.08) requires sufficient on-site standby power or standby water storage so that water may be treated and supplied to pressurize the entire distribution system during power outages for a minimum of 8 hours at average day demand plus fire flow.
- The Northwood Well is our primary well and it has no backup power supply
- loss of power could impact firefighting capabilities
- Without backup power to our operations building our response time in the event of a power outage will be impacted.
- In case of an extended power outage, we would have no heat in our building due to the newly installed electrical boiler system and damage to our radiant heating could occur.

Introduction and History

The Northwood well came online in 1989 as part of the Bigwood PUD Development. With the configuration of our water system at that time, it was not considered to be critical to have back up power at this site. With the growth experienced over the life of the well, it has become our primary well making backup power critical.

The Water Operations Building was built in 2001. At that time, we had a natural gas fired boiler. In the spring of this year an electric boiler was installed. While the boiler works fine, in the event of an extended outage, it puts our building in possible jeopardy if our radiant heating were to freeze.

Analysis

Northwood Well

In the event of a normal utility outage or sustained power outage our ability to provide sufficient domestic water flows and fire protection would be severely compromised.

Water Operations Building

While the risk of such damage is probably small, backup power will allow us to put our service fleet on the street quickly. If for example there was an earthquake and power was disrupted, we would have to manually open and reclose our garage bay doors. This could also allow us to move our SCADA computerized well control system into our operations building from the Warm Springs wellhouse.

Sustainability

The recommended action will further the goals of the 2020 Ketchum Sustainability Action Plan in the following ways:

- Provide redundant power in event of a power failure
- Allow us to save in power costs by not having to double pump system water through booster pumps.

Financial Impact

This is a planned and budgeted expense that will be drawn from our FY 21-22 budget.

Respectfully submitted,

Gio Tognoni
Water Division Supervisor

Attachments:

Purchase Order# 22057
Proposal Agreements from DC Engineering



Memo

To: Pat Cooley/City of Ketchum
Copy:
From: John Barrutia/DC Engineering
Date: Friday, June 25, 2021
Subject: Northwood Well Standby Power

Overview and Project Objective

The City of Ketchum municipal water originates from six wells. Five wells (Northwood Well, Big Wood Well, Ketchum Well #1, Ketchum Well #2, and Parkwood Well) are located in close proximity to the Big Wood River and pump water from the Big Wood aquifer. The remaining sixth well (Trail Creek Well) is located near Sun Valley Resort and pumps water from the Trail Creek aquifer. Water is pumped into storage reservoirs daily, with a total capacity of approximately 3 million gallons available for domestic, irrigation, and fire protection needs.

Three of the system wells and the Warm Springs Booster Pump Station are the water system's most critical facilities to maintain adequate pressure and flow. Northwood Well (located at 100 Park Circle W.) is one of those critical wells, but unlike the other critical facilities, Northwood Well does not have a standby power source when normal utility power from Idaho Power fails. This could hinder water flow and fire-fighting operations without manual intervention by Operations personnel to curtail irrigation or isolating some sections of town during summer months. The project objective is, therefore, to install a standby power source at the Northwood Well.

Alternative Selection Criteria

Alternative selection criteria are influenced by project requirements and will be used as a basis to develop reasonable alternative solutions and as a shield against unreasonable alternative solutions to provide a balanced approach to costs, benefits, and risks. In the case of this project, code related requirements and community related requirements influence the alternative selection criteria.

Code Related Requirements

Three standby power system categories exist in the National Electrical Code (NEC) based on load classification as follows:

- Emergency Power Systems (NEC Article 700) – Installed when power interruption would compromise life safety or functions essential to maintain human life (e.g. fire detection, fire pumps, hospitals, etc.).
- Legally Required Standby Systems (NEC Article 701) - Installed when power interruption would create health hazards, hamper rescue, or fire-fighting operations (e.g. wastewater treatment plants, water supply systems, etc.).
- Optional Standby Systems (NEC Article 702) – Installed when power interruption would create discomfort, process interruption, damage to products, etc. (e.g. industrial and commercial facilities, farms, residences, etc.)

In addition, the U.S. Department of Homeland Security (DHS) identified public drinking water and wastewater infrastructure as part of the national infrastructure protection plan that require continuous operation for reasons of public safety, emergency management, national security, or business continuity. The DHS vision and goal of the plan are to secure this infrastructure through risk assessment, vulnerability and hazard identification (e.g. contamination, naturally occurring hazards, and human caused events such as physical and cyber-attacks), and development of a mitigation strategy using a layered defense of effective preparedness and security practices. At the request of DHS, the NEC developed the criterion for the critical electrical system elements intended to supply, distribute, and control electrical power to these facilities in the event of normal electric utility disruption in NEC Article 708 - Critical Operations Power Systems (COPS).

It is presently unknown if the Northwood Well electrical power system could be classified as COPS, and the risk assessment process is beyond the scope of this project. However, at a minimum, the proposed standby power system would likely be classified as a Legally Required Standby System due to its criticality and use for fire protection. The rules that classify the loads and associated standby power system category as either Emergency or Legally Required are found in locally adopted building codes, such as the International Building Code or National Fire Protection Agency (NFPA) 101 *Life Safety Code*, and enforced by the authority having jurisdiction (AHJ). The AHJ may be a federal, state, local, or other regional department or individual such as a fire chief, fire marshal, building official, electrical inspector, or others having statutory authority.

The requirements for Legally Required Standby Systems are outlined in the NEC Article 701, NFPA 110 Standard for Emergency and Standby Power Systems; and NFPA 111 Standard for Stored Electrical Energy Emergency and Standby Power Systems, which only allow stored energy type power sources (i.e. 100% active power output availability within seconds) including storage battery, engine-generator, uninterruptible power supplies (UPS), fuel cells, and DC microgrid system with the following reliability requirements:

- The system must be permanently installed and be able to supply standby power within 60 seconds.
- Storage batteries and UPS's are required to maintain the total load for a minimum 90 minutes without the voltage falling below 87.5%.

- Engine-generator sets:
 - Required to be supplied with on-premises fuel supply sufficient for 2 hours of full-demand operation.
 - Shall not be solely dependent on an off-premises public utility gas system for fuel supply or municipal water supply for cooling unless approved by the AHJ when there is a low probability of a simultaneous failure of both the off-site fuel delivery system and power from the electric utility.
- Fuel cells and DC microgrid systems are required to maintain the total load for a minimum 2 hours of full demand operation.
- Periodic testing in a manner approved by the AHJ, maintenance per manufacturer’s instructions, and written records of testing/maintenance are required.

Community Related Requirements

The Northwood Well is funded with municipal customer water rates and is situated in a neighborhood that backs up to the Big Wood River and its associated riparian habitat. As such, the standby power system will need features acceptable to the stakeholders including the nearby neighbors and community.

The assumed community related alternative selection criteria in order of priority are as follows:

- Minimize initial construction costs
- Maximize surface power density (ratio of power output per unit area) to minimize physical size to limit disruption of riparian habitat
- Minimize noise
- Minimize maintenance costs
- Minimize environmental impact

Existing Loading Conditions

The load at the Northwood Well Pumphouse consists of a 150HP pump controlled via variable frequency drive (VFD) and other miscellaneous pumphouse loads such as lighting, receptacles, heating, etc. The peak electrical demand at the Idaho Power meter (meter #46013506) occurred during the June 2019 billing period and was measured at 124-kW. As such, a standby power system will need to be sized at 175-kW (minimum) to accommodate both the pump induction motor starting requirements and carry the 124-kW peak electrical demand for the environmental conditions (i.e. elevation, temperature, etc.) of Ketchum, Idaho.

Alternative Analysis

A UPS system is an advanced version of a storage battery system, so both are considered similar technologies that need a properly sized source of energy (i.e. electric utility, solar, wind, etc.) to

keep the batteries effectively charged and maximize battery life. Only storage battery systems with a battery charger connected to the electric utility will be evaluated.

Alternative energy sources such as solar (~10,000 square feet of panels) and wind (tall windmills) can be used to supply power to storage batteries as part of a DC microgrid system. However, alternative energy sources are dependent on the weather, available sunlight, and time of day – no wind, darkness, cloud cover, or snow-covered solar panels keeps power production to near zero, which may not be acceptable to the AHJ. In addition, adding properly sized solar arrays or windmills in the nearby riparian habitat around the well site to effectively charge the batteries is likely an undesirable choice among nearby residents and community. As such, storage batteries that are charged only from the electric utility will be evaluated from a reliability, cost, and physical size perspective.

Fuel cell performance capabilities are not well understood or widely used for Legally Required Standby Power systems to serve 124-kW of motor loading, nor are the associated hydrogen production, storage, and efficiency costs readily available. As such, fuel cells are not included in this alternative analysis.

Engine-generator considerations for this application type typically include diesel fueled generators and propane/natural gas generators with on-premises fuel storage tanks. The three main fuel related considerations are as follows:

- Electric utility power outages often exceed the code required minimum 2 hours of fuel supply. Fuel supplies of 24 hours or more are often recommended for similar applications.
- The break-even cost point between diesel fueled generator installations and propane/natural gas generator installations occurs at approximately 100-kW. Propane/natural gas generator installations start to become 2-3 times more expensive than similarly sized diesel generators at sizes larger than 100-kW.
- Separately mounted fuel storage tanks require area in addition to that required by the engine-generator. Diesel fueled generators are often built-in “subbase” fuel tanks installed under the engine that can store fuel up to 24 hours using the same surface area as the generator; whereas, propane/natural gas generators require a separately mounted storage tank.

As such, only a diesel fueled generator with a will be evaluated from a cost and physical size perspective.

In summary, two alternatives will be evaluated in this preliminary engineering report as follows:

- Diesel fueled engine-generator
- Storage batteries charged from the electric utility (Idaho Power)

Both alternatives have their advantages and disadvantages as discussed below.

Alternative 1: Diesel Engine Generator

Advantages

- Reliability – Widely used across the world because of the proven reliability and availability.
- Surface Power Density and Physical Size – Approximately 1,200 watts/square foot using an average of 150 square feet to produce the of continuous power necessary to supply the connected load. Most practical application for running large loads (i.e. >30kW).
- Initial Construction Costs - Range from \$400/kW - \$500/kW.

Disadvantages

- Maintenance Costs – Approximately \$1,500 - \$2,500 per year.
 1. Requires regular oil, fuel, air intake, and filter maintenance.
 2. A lightly loaded diesel generator will not reach operating temperature, which leads to unburnt fuel and carbon buildups in the exhaust system (wet stacking) that can cause engine damage. Regular operation that brings the unit up to operational temperature (i.e. minimum 75% of full load) is required.
- Environmental – Burns fossil fuels and creates pollutants.
- Noise - The surrounding area is predominantly residential so sound attenuation is critical. Noise can be mitigated with sound attenuating enclosures that increase the generator physical footprint.

Alternative 2: Storage Batteries Charged from Idaho Power.

Advantages

- Reliability – Reliable when battery inverter is not direct coupled to motor loads. The Northwood Well uses a VFD to control the pump motor, so the battery inverter will not be direct coupled to the motor (e.g. via full voltage motor starters).
- Maintenance Costs – Approximately \$750 per year. Batteries must be regularly inspected, connections verified, and routinely tested (typically annually). However, battery system maintenance is less rigorous and costs are generally less than engine-generators.
- Noise - Silent

Disadvantages

- Surface Power Density and Physical size –
 1. Deep-cycle lead acid batteries are more suitable because of their ability to supply sustained loads for longer periods, and because they can be deeply discharged and recharged on a regular basis. Other battery types are generally less effective at meeting NEC performance requirements.

2. Batteries are a more practical application when running smaller loads (i.e. <30kW). Battery size for Northwood Well load is estimated at 300,000 amp-hours (approximately 1,500 batteries sized at 200 amp-hours each at 12V each) to serve the load for 90 minutes without the voltage falling below 87.5%. Battery size becomes even larger when serving loads for longer than 90 minutes.
 3. A new building (estimated to be approximately 4,000-5,000 square feet) is required to contain the batteries (freeze protection) and associated battery charger, inverters, acid containment, and heating/ventilation equipment.
 4. Surface power density is approximately 35 watts/square foot.
- Initial Construction Costs – 300,000 amp-hours equates to 3600 kWh. Battery prices range around \$400 to \$750 per kilowatt-hour (approximately \$1.4M - \$2.7M) plus the cost of a building system (approximately \$1,000,000) to contain and ventilate the battery system.
 - Environmental –
 1. Battery production (e.g. mining of battery metals and minerals, associated energy and chemical use to produce, etc.) and disposal are substantial.
 2. Lead acid batteries produce hydrogen gas when charging, and a 4% mixture of hydrogen in air is an explosive mixture when ignited. Battery rooms therefore require sufficient ventilation to prevent accumulation of an explosive mixture.

Other Considerations

Some utility customers consider offsetting their energy usage by installing onsite clean energy sources such as wind and solar in parallel with the load to offset energy costs. Idaho Power allows customers to connect a generation facility to the electrical grid in this configuration with certain constraints, and as long as the total nameplate capacity of the generation facility is 100kW or less. Projects in the 175-kW range similar to this project fall under Idaho Power's generation interconnection process and requires special contracts, additional electrical protection and metering infrastructure, and energy pricing structure that makes paralleling standby generation with Idaho Power for this project less attractive from a cost, operations, and administrative perspective.

Recommended Solution

- Reliability – Both alternatives meet NEC and NFPA reliability requirements.
- Minimize initial construction costs – Diesel engine generator is most attractive.
- Maximize surface power density to minimize physical size – Diesel engine generator is most attractive.
- Minimize noise – A properly designed sound attenuating enclosure make a diesel engine generator alternative similarly attractive to a battery alternative.
- Minimize maintenance costs – Battery is most attractive.

- Minimize environmental impact – Neither option is attractive.

Our recommended solution for this particular application is a diesel engine generator. They are dependable, long-lasting, and widely available. They have been proven many times over in similar installations with their heavy-duty build, high energy density, and efficient operation.

Budget-Level Opinion of Probable Installed Cost

Assumptions:

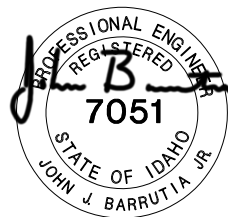
- 175-kW generator with sub-base fuel tank and sound-attenuated enclosure installed in grass area northeast of the pump station.
- Wood fence installed around generator to screen.
- Automatic transfer switch installed on exterior wall of pump station.
- Existing harmonic filter needs addition of auxiliary contact to disconnect internal capacitor when connected to generator.
- Approximately 75 feet of underground circuit and raceway (power and control) between generator and automatic transfer switch.
- Generator alarm contacts connected to SCADA.

Budget-level cost:

Engineering*:	\$28,000
Construction:	\$150,000
Contingency:	<u>\$27,000</u>
Total:	<u>\$205,000</u>

*Engineering services include preparation of design drawings, specifications, contract documents, and representing the Client during bidding and construction.

Installing a generator in an architectural building adds costs and can still use the sub-base fuel tank inside the building if less than 660 gallons of fuel. Assume the building will add approximately \$130,000 to the above total cost (includes engineering, construction, and contingency).





Memo

To: Pat Cooley/City of Ketchum
Copy:
From: John Barrutia/DC Engineering
Date: Friday, June 25, 2021
Subject: Water Department Operations Building Standby Power

Overview and Project Objective

The City of Ketchum municipal Water Department Operations Building is located within the same fenced area as the Ketchum wastewater treatment plant (WWTP) and is the main office for Water Department operations personnel, fleet vehicles, and equipment maintenance. The WWTP and Operations Building area is situated between the Big Wood River on the west side, and residential housing and Wood River trail system along the north and east side. The Operations Building has its own Idaho Power electrical utility service and is not electrically connected to any of the WWTP normal utility power and standby power electrical infrastructure. More specifically, the Operations Building is served via separately metered Idaho Power service through an Idaho Power owned 50-kVA, single-phase, 240/120-volt transformer and does not have standby generation in the event normal utility power from Idaho Power fails. The WWTP has a standby generator that supports the wastewater process in the event of an Idaho Power outage as required by Environmental Protection Agency reliability requirements, but that generator is not sized to accommodate the Operations Building loading.

Near-Term Objective: Failure of normal utility power hinders operations personnel from safely accessing their trucks, tools, and inventory, and repairing failed equipment. In addition, the Operations Building uses a 40-kW electric boiler to heat the building and an extended power outage during winter months can cause plumbing damage due to frozen pipes. Standby generation will mitigate these issues in the near-term.

Long-Term Objective: The U.S. Department of Homeland Security (DHS) identified critical public drinking water and wastewater infrastructure as part of the national infrastructure protection plan that require continuous operation for reasons of public safety, emergency management, national security, or business continuity. The DHS vision and goal of the plan are to secure this infrastructure through risk assessment, vulnerability and hazard identification (e.g. contamination, naturally occurring hazards, and human caused events such as physical and cyber-attacks), and development of a mitigation strategy using a layered defense of effective

preparedness and security practices. Because the wastewater treatment plant is fenced and has a security camera and gate at the entrance, the Water Department would like to leverage these features to better align with the DHS vision and goal, and make the water system main SCADA control panel more secure by relocating it from the Warm Springs Booster Pump Station to the Operations Building. Warm Springs Booster Pump Station doesn't have the same degree of physical and electronic security as the wastewater treatment plant, but it does have a higher degree of reliability due to the presence of standby generation. Providing standby generation at the Operations Building provides the needed reliability and helps facilitate the long-term plan to relocate the SCADA control panel.

Alternative Selection Criteria

Alternative selection criteria are influenced by project requirements and will be used as a basis to develop reasonable alternative solutions and as a shield against unreasonable alternative solutions to provide a balanced approach to costs, benefits, and risks. In the case of this project, code related requirements and community related requirements influence the alternative selection criteria.

Code Related Requirements

Three standby power system categories exist in the National Electrical Code (NEC) based on load classification as follows:

- Emergency Power Systems (NEC Article 700) – Installed when power interruption would compromise life safety or functions essential to maintain human life (e.g. fire detection, fire pumps, hospitals, etc.).
- Legally Required Standby Systems (NEC Article 701) - Installed when power interruption would create health hazards, hamper rescue, or fire-fighting operations (e.g. wastewater treatment plants, water supply systems, etc.).
- Optional Standby Systems (NEC Article 702) – Installed when power interruption would create discomfort, process interruption, damage to products, etc. (e.g. industrial and commercial facilities, farms, residences, etc.)

The rules that classify the loads and associated standby power system category as either Emergency or Legally Required are found in locally adopted building codes, such as the International Building Code or National Fire Protection Agency (NFPA) 101 Life Safety Code, and enforced by the authority having jurisdiction (AHJ). The AHJ may be a federal, state, local, or other regional department or individual such as a fire chief, fire marshal, building official, electrical inspector, or others having statutory authority.

The proposed Operation Building standby power system would likely be classified as an Optional Standby System to meet near-term objective requirements. However, it would likely be classified as a Legally Required Standby System to meet long-term objective requirements.

The NEC Article 702 requirements for Optional Standby Systems are considerably less stringent than those for Emergency or Legally Required systems. Optional Standby Power system considerations:

- Allows either permanently installed or portable alternate power supplies. For example, a portable vehicle-mounted generator can be brought to the Operations Building and manually connected to the optional standby system in the event of an Idaho Power outage.
- Does not limit energy power sources to only stored energy power sources. For example, renewable energy sources such as solar and wind are allowed.
- The facility user is permitted to select which load is connected to the standby power system. For example, Operations Building personnel could decide to only connect the boiler to a standby power source.
- The loads can be connected to the standby power system either automatically or manually.

The requirements for Legally Required Standby Systems are outlined in NEC Article 702; NFPA 110 Standard for Emergency and Standby Power Systems; and NFPA 111 Standard for Stored Electrical Energy Emergency and Standby Power Systems, which only allow stored energy type power sources (i.e. 100% active power availability within seconds) including storage battery, engine-generator, uninterruptible power supplies (UPS), and fuel cells with the following reliability requirements:

- The system must be permanently installed and be able to supply standby power within 60 seconds.
- Storage batteries and UPS's are required to maintain the total load for a minimum 90 minutes without the voltage falling below 87.5%.
- Engine-generator sets:
 - Required to be supplied with on-premises fuel supply sufficient for 2 hours of full-demand operation.
 - Shall not be solely dependent on an off-premises public utility gas system for fuel supply or municipal water supply for cooling unless approved by the AHJ when there is a low probability of a simultaneous failure of both the off-site fuel delivery system and power from the electric utility.
- Fuel cells are required to maintain the total load for a minimum 2 hours of full demand operation.
- Periodic testing in a manner approved by the AHJ, maintenance per manufacturer's instructions, and written records of testing/maintenance are required.

Community Related Requirements

The Operations Building is funded with municipal customer water rates and is located adjacent to residential housing and the Wood River trail system. As such, the standby power system will need features acceptable to the stakeholders including the nearby neighbors and community.

The assumed community related alternative selection criteria in order of priority are as follows:

- Minimize initial construction costs
- Minimize space encroachment on WWTP operations
- Minimize noise
- Minimize maintenance costs
- Minimize environmental impact

Existing Loading Conditions

The load at the Operations Building presently consists of an electric boiler, HVAC, lighting, welding, receptacles, and other miscellaneous loads. The peak electrical demand at the Idaho Power meter was 43-kW.

If it is desired to provide standby power for the entire building, the system will need to be sized at approximately 90-kW to accommodate the loading and environmental conditions (i.e. elevation, temperature, etc.) of Ketchum, Idaho.

Alternative Analysis

The average lifespan of standby power systems is approximately 20-25 years, which is likely within the timeline of when the Operations Building standby power system is classified as Legally Required. As such, only Legally Required Standby Systems are included in this alternative analysis.

A UPS system is an advanced version of a storage battery system, so both are considered similar technologies that need a properly sized energy source to keep the batteries effectively charged and maximize battery life. As such, only storage batteries are included in this alternative analysis.

Alternative energy sources (i.e. solar, wind, etc.) can be used in Legally Required Standby Systems when included with properly sized storage batteries. The weather in Ketchum, as well as the location of the Operations Building in the valley along the Big Wood River makes alternative energy sources less attractive than other alternatives due to less sunlight and wind exposure, trees, snow, etc. In addition, windmills are not a viable alternative for consideration due to city structure height restrictions. However, it may be possible to install enough roof-mounted solar panels used in conjunction with storage batteries to make solar energy a viable alternative only if electrical loading can remain at 5-kW or less due to cost.

Fuel cell performance capabilities are not well understood or widely used, nor are the associated hydrogen production, storage, and efficiency costs readily available. As such, fuel cells are not included in this alternative analysis.

Engine-generator fuel considerations for this application type typically include diesel, propane, and natural. The main fuel related considerations are as follows:

- Propane and natural gas generator installations are generally less expensive than diesel generators at approximately 50-kW and less. Diesel generators are generally more cost effective when larger than 50-kW.
- The NEC does not allow Legally Required Standby Systems to be solely dependent on a public utility gas system for the fuel supply unless there is a low probability of public fuel supply failure and approved by the AHJ. This prevents (or limits) the use of natural gas for Legally Required Standby Systems.
- Fuel supplies of 24 hours or more are often recommended for similar applications because electric utility power outages often exceed the code required minimum 2 hours of fuel supply.
- Separately mounted fuel storage tanks require area in addition to that required by the engine-generator. Diesel fueled generators are often built-in “subbase” fuel tanks installed under the engine to save space; whereas, propane generators require a separately mounted storage tank.

In summary, three alternatives will be evaluated in this preliminary engineering report as follows:

- Storage batteries charged from solar panels.
- Diesel fueled engine-generator.
- Propane fueled engine-generator.

Each alternative has their advantages and disadvantages.

Alternative 1: Storage batteries charged from solar panels

Advantages

- Practical application for running smaller loads (i.e. <5-kW). Some utility customers consider offsetting their energy usage by installing onsite clean energy sources such as solar in parallel with the load to offset energy costs. Idaho Power allows customers to connect a generation facility to the electrical grid in this configuration with certain constraints, appropriate microgrid interconnect device, and as long as the total nameplate capacity of the generation facility is <25kW.
- Reliability – Very reliable for Operations Building load types and where battery inverter is not directly coupled to large motor loads.
- Maintenance Costs – Approximately \$500 per year. Equipment must be regularly inspected, connections verified, and routinely tested (typically annually). However, battery system maintenance is less rigorous and costs are generally less than engine-generators.

- Noise – Silent

Disadvantages

- Space -
 1. Battery size becomes very large when serving loads greater than 5-kW or for longer than 90 minutes. For reference, battery size to serve a 5-kW load for 90 minutes without voltage falling below 87.5% is estimated at 11,000 amp-hours at 12V (approximately 55 batteries sized at 200 amp-hours each).
 2. Indoor building space (e.g. Operations Building or new building) is required to contain the batteries (freeze protection) and associated battery charger and inverters. Acid spill containment is required if more than 100 gallons of electrolyte.
 3. Roof space on the Operations Building and possibly the adjacent building is likely required for loads approaching 10-kW. More space is required for loads larger than 10-kW.
- Initial Construction Costs –Approximately \$25,000/kW. Installations larger than 5-kW start to become prohibitively costly.
- Environmental –
 1. Battery production (e.g. mining of battery metals and minerals, associated energy and chemical use to produce, etc.) and disposal are substantial.
 2. Lead acid batteries produce hydrogen gas when charging, and a 4% mixture of hydrogen in air is an explosive mixture when ignited. Battery rooms therefore require sufficient ventilation to prevent accumulation of an explosive mixture.

Alternative 2: Diesel Fueled Engine Generator

Advantages

- Reliability – Widely used across the world because of the proven reliability and availability. Most practical application for serving larger loads (i.e. >30kW).
- Space - Approximately 50 square feet for generator and fuel tank.
- Initial Construction Costs – Diesel units cost less than propane or natural gas in this size application. Approximately \$500/kW.

Disadvantages

- Maintenance Costs – Approximately \$750 per year for testing and requires regular oil, fuel, air intake, and filter maintenance. A lightly loaded diesel generator will not reach operating temperature, which leads to unburnt fuel and carbon buildups in the exhaust system (wet stacking) that can cause engine damage. Regular operation that brings the unit up to operational temperature (i.e. minimum 75% of full load) is required.

- Environmental – Burns fossil fuels and creates pollutants.
- Noise - The surrounding area is residential so sound attenuation is critical. Noise can be mitigated with sound attenuating enclosures that increase the generator physical footprint.

Alternative 3: Propane Fueled Engine Generator

Advantages

- Reliability – Widely used because of the proven reliability and availability. Most practical application for running smaller loads (i.e. <30kW).
- Space - Approximately 90 square feet for the generator and fuel tank.
- Initial Construction Costs – Approximately \$550/kW.

Disadvantages

- Maintenance Costs – Approximately \$500 per year for testing and regular oil, fuel, air intake, and filter maintenance.
- Environmental – Burns fossil fuels and creates pollutants.
- Noise - The surrounding area is residential so sound attenuation is critical. Noise can be mitigated with sound attenuating enclosures that increase the generator physical footprint.

Recommended Solution

- Reliability – All alternatives meet NEC and NFPA reliability requirements.
- Minimize initial construction costs – Diesel engine generator is most attractive.
- Space – Diesel engine generator is most attractive.
- Minimize noise – A properly designed sound attenuating enclosure make both engine generator alternatives similarly attractive to a solar/battery alternative.
- Minimize maintenance costs – Solar/battery is most attractive. However, the WWTP also uses a diesel engine generator which offers economies of scale when considering ongoing fueling costs for a diesel engine generator.
- Minimize environmental impact – None of the options are attractive.

Our recommended solution is a diesel engine generator. They are dependable, long-lasting, and widely available for this application.

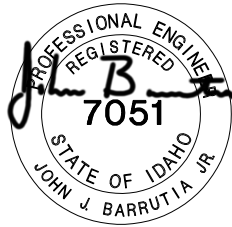
Budget-Level Opinion of Probable Installed Cost

Assumptions:

- 90-kW generator with sub-base fuel tank and sound-attenuated enclosure installed near the building.
- Automatic transfer switch installed on exterior wall of building.
- Approximately 75 feet of underground circuit and raceway (power and control) between generator and automatic transfer switch.

Budget-level cost:

Engineering*:	\$12,000
Construction:	\$90,000
Contingency:	<u>\$13,500</u>
Total:	<u>\$115,500</u>





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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22057

To: 5635 DC ENGINEERING 440 E CORPORATE DR STE 103 MERIDIAN ID 83642	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/25/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	ENGINEERING BACKUP POWER NWW 64-4340-7806	50,000.00	50,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		50,000.00

 Authorized Signature

WHITE PETERSON

ATTORNEYS AT LAW

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WM. F. GIGRAY, III
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JAY J. KIIHA **
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ANDREA H. NIELSEN
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TERRENCE R. WHITE
OF COUNSEL
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OF COUNSEL

* Also admitted in OR
** Also admitted in WA

February 16, 2022

To: Mayor and City Councilmembers
City of Ketchum
Delivered electronically

Re: Water Supply Bank Lease Resolution – Legal Analysis and Recommendations

Background:

The City of Ketchum owns Water Right No. 37-289, a water right on Trail Creek with a priority date of 05/01/1883 and a diversion rate of 7 CFS that is authorized for irrigation purposes. The water right has had limited use at its designated place of use because the City is using treated wastewater at the site for irrigation purposes. Water Right No. 37-289 has previously been leased to the Water Supply Bank during the period that it has not been used by the City. The most recent lease expired on December 31, 2021.

Legal Considerations:

Under I.C. § 42-222, a water right that is not used for a period of five years may be forfeited. Idaho Code § 42-223(5) provides an exception to forfeiture for water rights that are leased to the Water Supply Bank. Leasing the water right therefore keeps the water right active and available to the City for future needs. The right would be leased at the current rental rate charged by the Water Supply Bank and the City would receive rental income from the lease. The proposed resolution authorizes Giovanni Tognoni in his capacity as Water Division Supervisor to execute a new application to lease Water Right No. 37-289 to the Water Supply Bank for a period of five years, which is the maximum lease term authorized under IDAPA 37.02.03.030(05).

General Recommendations:

It is recommended that the Council approve the resolution to authorize filing of the Water Supply Bank lease application.

CITY OF KETCHUM
RESOLUTION NO. 22-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, MAKING CERTAIN FINDINGS; AUTHORIZING THE WATER DIVISION SUPERVISOR TO EXECUTE AN APPLICATION TO LEASE A WATER RIGHT TO THE WATER SUPPLY BANK; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Ketchum, Blaine County, State of Idaho:

Section 1. Findings

The City Council finds that the City of Ketchum owns a water right designated as Water Right No. 37-289 and that it is in the best interests of the City to lease this water right to the Idaho Water Supply Bank for a period of five years in order to avoid any claim of forfeiture of said water right due to nonuse.

Section 2. Authorizing the Water Division Supervisor

Giovanni Tognoni in his capacity as the Water Division Supervisor of the City of Ketchum is hereby authorized to sign the Application to Sell or Lease a Water Right to the Water Supply Bank on behalf of the City of Ketchum for the purpose of leasing Water Right No. 37-289 to the Water Supply Bank for a period of five years, and to represent the City of Ketchum in all matters related to said Application.

Section 3. Directing the City Clerk

The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City.

Section 4. Effective Date

This resolution shall be in full force and effect upon its passage.

PASSED AND ADOPTED by the Council of the City of Ketchum this ____ day of February, 2022.

ATTEST

Neil Bradshaw, Mayor
City of Ketchum

Tara Fenwick, City Clerk



City of Ketchum

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to authorization the mayor sign Cooperative Agreement #22759.

Recommendation and Summary

Staff is requesting the Council authorize the mayor to sign Cooperative Agreement #22759 with the Idaho Transportation Department (ITD).

"I move to authorize the mayor to sign Cooperative Agreement #22759 with the Idaho Transportation Department."

The reasons for the recommendation are as follows:

- Construction of HAWK at 4th and Main Street has been completed
- ITD maintains all traffic systems on the state highway system
- The agreement is consistent with other agreements between ITD and the City for signal maintenance

Introduction and History

The Ketchum Urban Renewal Agency (KURA), in coordination with ITD, approved funding in 2020 for the installation of the High Intensity Activated Cross Walk (HAWK) system at the corner of 4th and Main streets. The installation of the HAWK and Pedestrian Scramble has been completed.

Analysis

This agreement outlines the project scope and establishes maintenance responsibilities. This agreement is consistent with the agreement between ITD and the City for the Sun Valley Road and Main Street signals.

Sustainability

None

Financial Impact

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

Attachment:

Cooperative Agreement #22759

**COOPERATIVE AGREEMENT
KETCHUM, HWY 75 & 4TH STREET SIGNAL
BLAINE COUNTY**

PARTIES

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

PURPOSE

The City has programmed a project for purpose to replace the Rectangular Rapid Flashing Beacon (RRFB) signal to a High-Intensity Activated crossWalk (HAWK) signal on Highway 75 at 4th Street. This project will include signal coordination with surrounding traffic signals. This Agreement will set out the terms and conditions for the work, equipment, and funding.

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

SECTION I. That the State will:

1. Provide the City signal poles, mast arms, extensions, luminary mast arms and TS-1 signal cabinet.
2. Upon execution of this agreement, pay the City the amount of \$3,500, estimated to be the cost for radio equipment used in other cabinets besides the master cabinet or HAWK for the project.
3. Review and approve City provided construction plans.
4. Designate the personnel, as the State deems necessary, to program and connect the new signal coordination equipment.
5. Accept all necessary maintenance responsibility for the newly installed HAWK signal and signal coordination

equipment, to include controllers. For Master cabinet maintenance, refer to the existing maintenance agreement.

SECTION II. That City will:

1. Design the replacement of the RRFB signal to a HAWK signal to include signal coordination with nearby signals to ITD specifications.
2. Program construction of the project and execute all necessary agreements and permits.
3. Paint newly installed equipment in accordance with City's Planning Guidelines.
4. Paint or install thermoplastic pavement markings according to plans approved by the Traffic Engineer. Any changes must be approved by the Traffic Engineer prior to installation.
5. Provide a TS-2 M Signal Cabinet to the State by Sept 1, 2021. Notifying the State of any manufacturing delays.
6. Provide any additional equipment not provided by the State to replace the (RRFB) signal to the (HAWK) signal on Highway 75 at 4th Street.
7. Provide any additional construction funds to replace the (RRFB) signal to the (HAWK) signal on Highway 75 at 4th Street.
8. Provide State with the construction plans to review.
9. Notify the State of any planned changes or modification to the approved plans.
10. Designate personnel, as the City deems necessary, to supervise and inspect the installation of the signal for the project in accordance with the plans and specifications.
11. Provide continuous power to cabinet or agreed to nearby junction box.

12. Allow ITD to inspect signals upon completion. Correct/fix any issues related to construction that do not meet ITD standards prior to ITD acceptance.

SECTION III. It is agreed that:

1. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgement, the Federal Government or legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of City and the State.

EXECUTION

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of Ketchum.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF KETCHUM

City Clerk

Mayor

(Seal)

By regular meeting
on _____

cf: Coop Ketchum Signal

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**, to replace the Rectangular Rapid Flashing Beacon (RRFB) signal to a High-Intensity Activated crossWalk (HAWK) signal on 4th Street; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for replacing the Ketchum signal 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

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Agreement 22760 Between the City of Ketchum and the Ketchum Urban Renewal Agency

Recommendation and Summary

Staff is recommending the council authorize the Mayor to approve Agreement 22760, an agreement between the City and Ketchum Urban Renewal Agency (KURA) for KURA reimbursement of the demolition costs for old City Hall by adopting the following motion:

I move to authorize the Mayor to sign Agreement 22760.

The reasons for the recommendation are as follows:

- The City Administrator requested the KURA fund the demolition of old City Hall.
- The KURA approved the request on January 18, 2022 with the understanding the contribution will be credited towards the amount the KURA borrowed from the City from the housing in-lieu funds.

Introduction and History

The City Administrator requested the KURA provide funding for the demolition of old City Hall. KURA funding of the demolition is consistent with the adopted KURA Plan. The KURA discussed the request on December 20, 2021 and approved the attached agreement on January 18, 2022. The City Council must also approve the Agreement.

The KURA is obligated to reimburse the City \$1,260,000 for a loan the City provided from the housing in-lieu fund to purchase the Starbucks building and property at First Street and Washington Ave (Doll House Property). Because this reimbursement is to facilitate the production of affordable housing units, the demolition costs of \$201,061 will be credited towards the KURA repayment leaving \$1,058,938 to be repaid to the City. The City and KURA entered into MOU 50027 in 2019 that sets forth the terms of the repayment.

Financial Impact

This Agreement will authorize KURA reimbursement of the costs for demolition of old City Hall. The cost is \$201,061.40.

Attachment: Agreement 22760

**DEMOLITION, SALVAGE, AND ASBESTOS ABATEMENT PROJECT AGREEMENT
FOR THE OLD CITY HALL**

**KURA AGREEMENT 50076
CITY OF KETCHUM AGREEMENT 22760**

THIS DEMOLITION, SALVAGE, ASBESTOS ABATEMENT PROJECT AGREEMENT FOR THE OLD CITY HALL (the “Demolition Agreement”) is made and entered into this ____ day of _____, 2022, by and between the city of Ketchum, Idaho, a municipal corporation of the state of Idaho (the “City”), and the Urban Renewal Agency of the city of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body corporate and politic (the “Agency”), individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the City Council of the City of Ketchum, by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the Ketchum Urban Renewal Plan 2010 (the “2010 Plan”);

WHEREAS, the 2010 Plan and the Project Area terminate November 15, 2030, recognizing the Agency shall receive its allocation of revenues in 2031, pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed improvements identified in the 2010 Plan have not been completed and continue to suffer from certain deteriorating conditions;

WHEREAS, the City has moved from the old City Hall building which building is now vacant;

WHEREAS, the City seeks the Agency’s funding for the demolition, salvage, asbestos abatement, and removal of the old City Hall building (the “Project”);

WHEREAS, the City has bid the Project and selected Elite Restoration, Inc. as the contractor for the Project and the total bid amounts for the costs of the demolition of the Project total approximately \$201,061.40;

WHEREAS, the Agency Board finds it in the best interests of the Agency to continue to enhance the development within the Project Area and in the best interests of the public to provide financial support for the Project;

WHEREAS, the Agency and City desire that the Project be completed in 2022, reflecting Agency funding for FY 2022;

WHEREAS, upon completion of the Project, the City intends to convey the old City Hall building site to a developer for development of an affordable work force housing project;

WHEREAS, the City has expressed its desire to complete the demolition of the old City Hall building and providing demolition management services for the Project;

WHEREAS, the City and the Agency hereby find and determine that this Demolition Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

WHEREAS, the ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code § 50-2015;

WHEREAS, the City and Agency agree that the Agency's financial contribution shall be credited to the amount borrowed from the City from the in lieu of housing fees funds.

AGREEMENT

NOW, THEREFORE, in consideration of the provisions contained herein and the recital set forth above which are a material part of this Agreement, the parties agree as follows:

1. **Definitions.** As used in this Demolition Agreement, the following words, unless the context dictates otherwise, shall have the following meanings:

Act shall mean collectively the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and supplemented and the Local Economic Development Act of 1988, title 50, chapter 29, Idaho Code as amended and supplemented.

Board shall mean the Board of Commissioners of the Agency as the same shall be duly and regularly constituted from time to time.

Contract shall mean the contract through which the general contractor is awarded the demolition of the Project.

Contractor shall mean the selected general contractor, Elite Restoration, Inc., awarded the demolition of the Project.

Project Demolition shall mean the demolition, salvage, and asbestos abatement of the old City Hall building at the Agency's expense, which demolition consists of the Project. The

City and Agency shall determine the Agency's not-to-exceed obligation amount as described in Section 6.

2. Recitals and Purpose.

- a. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.
- b. The purpose of this Demolition Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding project management services and funding reimbursement of the Demolition Agreement. The City shall serve as project manager as described below. This Demolition Agreement constitutes a joint agreement between the City and the Agency for the successful completion of the Project.

3. City Services and Responsibilities. City agrees to furnish its skill and judgment necessary to carry out the project administration for the Project. The obligations under this Demolition Agreement shall end thirty (30) days after final payment to the Contractor under the Contract has been paid. The Contract with the Contractor for the Project, shall be between the City and the selected Contractor. The City shall:

- a. Provide administration of the Project in compliance with generally accepted standards recognizing that the Project is a City project with the Agency providing financial reimbursement. City shall comply with all applicable statutory provisions, including, but not limited to, chapter 28, title 67, Idaho Code;
- b. Provide necessary project management and oversight to assure Contractor's timely progress and process all invoices and payment requests, verify Contractor's entitlement to all progress payments or other payments requested by Contractor;
- c. Receive and hold all certificates of insurance required by the Contract;
- d. Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project; and
- e. Determine when the Project or a designated portion thereof is substantially complete, issue Certificates of Substantial Completion (if necessary), and determine when the work is ready for final inspection and final payment to the Contractor.

4. Agency and City Obligations. The purpose of this Demolition Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the Project.

5. **Effective Date.** This Demolition Agreement shall be effective upon execution of the Demolition Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City.

6. **Reimbursement.** As consideration for the City services set forth above, the Agency shall pay for the costs of the Project. Such costs shall not exceed \$201,061.40.

In order to provide sufficient documentation to ensure compliance, the City shall provide the Agency with the following information and a final invoice upon substantial completion of the Project:

- a. requests for payment for billing invoices received from the Contractor for work related to the Project with sufficient documentation to ensure accuracy;
- b. certification by the City Public Works Director or designee that the costs incurred for demolition services are consistent with the scope of the Project.

Agency shall remit payment to City for all approved amounts within forty-five (45) days of Agency's receipt of the final invoice or payment request.

7. **Credit of Amount of Reimbursement to Housing Fees.**

In order to achieve certain property acquisitions, the Agency received from the City funds from its in lieu of housing fees, which Agency has used to purchase real property. The amount advanced by the City to the Agency totaled \$1,460,000.00. This arrangement was memorialized by the MOU between the City and Agency approved by Resolution No. 19-URA___ on August 19, 2019. The amount of reimbursement for the Project, \$201,061.40, shall be credited towards the repayment of the in lieu of housing fees.

8. **Insurance.**

- a. The City (either itself or the selected Contractor) shall purchase and maintain, for the benefit of the City and the Agency, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed on the Project; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees or of any person while working on the Project; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Project; and claims arising out of the performance of this Demolition Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City, and nothing herein shall be construed as any waiver of any claim or defense by the City or the Agency premised upon any claim of sovereign immunity or arising from the Idaho

Tort Claims Act. The amount of insurance shall be in the amounts set forth in the Idaho Tort Claims Act.

- b. The City shall also purchase and maintain for the benefit of the City and Agency property damage insurance for any property damage to the Project or other property owned by the City.

9. **Indemnity.** Only to the extent permitted by Idaho law, the City shall defend, indemnify, and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable planning, engineering fees, and attorney fees (collectively referred to in this section as “Claim”), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the planning, design and engineering of the Project or otherwise arising out of this Demolition Agreement. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City’s expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

10. **Amendment.** This entire Demolition Agreement may be amended at any time and from time to time by the mutual written consent of the City and the Agency.

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

12. **Notice.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Demolition Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:
Suzanne Frick, Executive Director
Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, ID 83340

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

13. **Non-Waiver.** Failure of either party to exercise any of the rights under this Demolition Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

14. **Choice of Law.** Any dispute under this Demolition Agreement, or related to this Demolition Agreement, shall be decided in accordance with the laws of the state of Idaho.

15. **Attorney Fees.** Should any litigation be commenced between the Parties hereto concerning this Demolition Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court or arbitrator of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Demolition Agreement.

16. **Authority to Execute.** Agency and City have been duly authorized and have full power and authority to execute this Demolition Agreement.

17. **Assignment.** It is expressly agreed and understood by the Parties hereto that City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Demolition Agreement except upon the prior express written consent of Agency.

18. **Disputes.** In the event that a dispute arises between Agency and City regarding application or interpretation of any provision of this Demolition Agreement, the aggrieved party shall promptly notify the other party to this Demolition Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

19. **Entire Agreement.** This Demolition Agreement, along with any and all exhibits attached hereto and incorporated herein by reference, contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Project.

IN WITNESS WHEREOF, the parties hereto, through their respective governing boards, have executed this Demolition Agreement on the date first cited above.

CITY OF KETCHUM

By _____
Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick, City Clerk

KETCHUM URBAN RENEWAL AGENCY

By _____
Susan Scovell, Chair

ATTEST:

Tara, Fenwick, Secretary



City of Ketchum

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the 231 Sun Valley Rd Condominium Subdivision Preliminary Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Preliminary Plat and adopt the findings of fact, conclusions of law, and decision for a condominium subdivision submitted by Sean Flynn, of Galena Engineering on behalf of the property owner, McIntosh Holdings, LLC. The request is a condominium subdivision application for an existing 4,928 square foot three story building located at 231 E Sun Valley Rd.

Recommended Motion: "I move to approve the 231 Sun Valley Rd condominium preliminary plat application, as conditioned, and adopt the findings of fact, conclusion of law, and decision, as it conforms to all applicable subdivision regulations for a preliminary plat and condominium subdivision."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats and Condominium Subdivisions contained in Ketchum Municipal Code (KMC) Subdivision (Title 16) regulations.
- The nonconforming residential use is permitted to continue subject to the provisions of KMC Title 17 Zoning regulations.
- The Ketchum Planning and Zoning Commission reviewed the application and unanimously voted to recommend approval, as conditioned, on February 15, 2022.
- All city departments have reviewed the proposal and have no issue with the proposed condominium subdivision.

Introduction and History

The Applicant is proposing to subdivide an existing 4,928 square foot two story building located at 231 E Sun Valley Rd (the "subject property"). The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) on Sun Valley Rd directly southwest of TNT Tap Room, across the alley. The existing building includes one commercial space on the ground floor, currently occupied by "The Mill". In addition, the building includes one residential dwelling unit with square footage on the first and second floors, and a rooftop deck with access via stairs. Please see the floorplans included in Attachment A for further details.

As discussed in further detail in Attachment C, the existing residential use is non-conforming as one-family dwellings are not permitted in the CC-2 district. Per Chapter 17.136, a nonconforming use can continue until a change of use occurs and shall not be enlarged or extended. The request for a condominium subdivision of the existing building is not enlarging or extending the non-conforming use per the proposed preliminary plat. Therefore, the subdivision application can be processed provided that all subdivision standards are met.

Except for the residential use, staff believes the project to be in conformance with all requirements of the zoning code and all subdivision requirements for preliminary plats and condominium subdivisions. Please see Attachment D for a full review of all subdivision standards.

The City of Ketchum received the application for a Condominium Subdivision Preliminary Plat for the project on August 18, 2021. The application was deemed complete on January 13, 2022, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on January 18, 2022. The only department to provide comments was the Fire Department as outlined in Attachment C.

Analysis

Please see the staff report issued to the Planning and Zoning Commission in Attachment C for analysis of the application.

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

1. Prior to approval of a Final Plat application for the Sun Valley Rd Condos, an inspection shall be conducted by the City of Ketchum Fire Marshall to verify installation of all required life safety items for all areas of the building. If at the time of inspection, all required items are not installed, the Final Plat application will not proceed to the approval stage until all items are installed and verified by the City of Ketchum Fire Marshall.
2. This preliminary plat application is subject to all conditions of approval for Design Review application P17-004.
3. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Sustainability

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

Financial Impact

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

Attachments

- A. Application Materials - Application and Supporting Documents
- B. Application Materials - Preliminary Plat Plan Set
- C. PZ Commission Staff Report P21-075
- D. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment A:
Application Materials –
Application and Supporting
Documents



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY
Application Number:
Date Received:
By:
Fee Paid:
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: 231 SUN VALLEY ROAD CONDOMINIUMS			
Owner of Record: McIntosh Holdings L.L.C.			
Address of Owner: P.O. Box 2320; Ketchum, ID 83340			
Representative of Owner: Sean Flynn with Galena Engineering			
Legal Description: East 75' Lot 8, Block 17, Ketchum Townsite			
Street Address: 231 East Sun Valley Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Condominium Units			
Total Land Area: 5505 s.f., 0.13 Acres			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District: Community Core, Subdistrict C and Festival Overlay			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: None			
Easements to be dedicated on the final plat: Reciprocal utility easements			
Briefly describe the improvements to be installed prior to final plat approval: None, all improvements have been installed			
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

08/12/21

Applicant Signature

Date

This instrument was filed for record by Blaine County Title, as an accommodation only, it has not been examined as to its execution or as to its effect upon title.

Instrument # 685416

HAILEY, BLAINE, IDAHO
08-11-2021 3:59:34 PM No. of Pages: 3
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED

McIntosh Holdings, LLC, an Idaho limited liability company, successor in interest to 670 DuBuque LLC, a California limited liability company,

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

McIntosh Holdings, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 2320, Ketchum, ID 83340

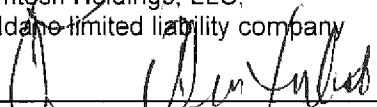
the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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 10 day of Aug 2021.

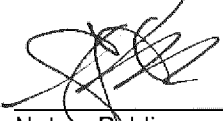
McIntosh Holdings, LLC,
an Idaho limited liability company



Leonard H. McIntosh, Manager

State of ID
County of BLAINE

This record was acknowledged before me on 10 day of AUG. , 2021 , by Leonard H. McIntosh, as Manager of McIntosh Holdings, LLC .


Notary Public HAILEY, ID
My Commission Expires: 5.18.22

(STAMP)

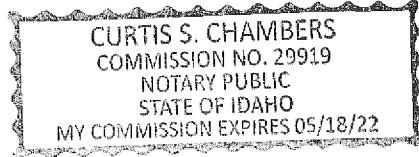


EXHIBIT "A"
LEGAL DESCRIPTION

Lot 18A, Block 56 of LOT 18A, BLOCK 56, HAILEY TOWNSITE, as shown on the official plat thereof, recorded as Instrument No. 673223, records of Blaine County, Idaho.

and

Condominium Units 1, 2, 3, 4 and 5 AND the Common Areas, as shown on the Plat of the River Street Condominiums filed February 1, 2021 as Instrument No. 678803, official records of Blaine County, Idaho, as said plat may be amended or supplemented from time to time, and as defined in the Condominium Declaration for River Street Condominiums, recorded as Instrument No. 679845, official records of Blaine County, Idaho, as said declaration may be amended or supplemented from time to time.

[The above property was formerly described as Lot 2, Block 1 of Intrusted Subdivision, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument No. 678802, records of Blaine County, Idaho.]

and

The East Seventy Five Feet (75') of Lot 8 in Block 17, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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

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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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.

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. 2123633

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

Page 2 of 3

AMERICAN
LAND TITLE
ASSOCIATION

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- (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.

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. 2123633

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 B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2123633

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 requires for its review a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents for **231 E Sun Valley Road II LLC**.
6. Release of Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$2,000,000.00
Dated: 11/06/2019
Grantor: 231 E Sun Valley Road II LLC, a Delaware Corporation
Trustee: Blaine County Title, Inc.
Beneficiary: Zions Bancorporation, N.A. dba Zions First National Bank
Recorded: 11/18/2019, as Instrument No. 667934, records of Blaine County, Idaho
7. Release of Assignment of Rents by and between 231 E Sun Valley Road II LLC, a Delaware Corporation and Zions Bancorporation, N.A. dba Zions First National Bank, recorded 11/18/2019 as Instrument No.667935, records of Blaine County, Idaho.
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. 2123633

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

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AMERICAN
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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2123633

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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. 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.
10. General taxes for the year 2020, a lien in the amount of \$11,132.20, of which the first half due December 20, 2020

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File No. 2123633

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) (1-1-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

are PAID and the second half are due on or before June 20, 2021. (Parcel No. RPK0000017008A)

11. General taxes for the year 2021 and subsequent years, which are a lien not yet payable.
12. Water and sewer charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Notes, Easements and Restrictions, if any, as shown on the official map of the Village of Ketchum, recorded February 13, 1989 as [Instrument No. 302967](#), records of Blaine County, Idaho.
15. Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded August 24, 2017 as [Instrument No. 645945](#), records of Blaine County, Idaho.
16. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 1-5 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

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ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) (1-1-2021)

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AMERICAN
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STG Privacy Notice Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

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

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

Privacy Notice for California Residents

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

Information Stewart Collects

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

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

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

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

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

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

Use of Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

**CONDOMINIUM DECLARATION AND
COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

231 SUN VALLEY ROAD

ARTICLE I

Recitals and Certain Definitions

Section 1.01 The Declarant; the Real Property. McIntosh Holdings LLC, an Idaho Limited Liability Company authorized to do business within the State of Idaho (together with its successors and assigns, including any person or entity acquiring all and not less than all of the interest of McIntosh Holdings LLC in the "Real Property" whether by purchase or pursuant to foreclosure proceedings or otherwise (collectively the "Declarant")), is the owner of that certain real property located in the City of Ketchum, Blaine County, Idaho, described in Exhibit A attached hereto and hereby made a part of this Declaration (the "Real Property").

Section 1.02 Intention of Declarant. Declarant intends to provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

Section 1.03 The Project. The term "Project" shall collectively mean the Real Property and all buildings and other improvements located on the Real Property. Declarant intends for the Project to be a mixed-use project consisting of areas for retail, office and residential uses.

Section 1.04 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in the Units and for co-ownership with others, as tenants in common, of the Common Area, as those terms are herein defined.

ARTICLE II

Additional Definitions

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.01 Building. "Building" means any building constructed on the Real Property pursuant to this Declaration.

Section 2.02 Unit. "Unit" means the separate interest in a Condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and

doors thereof and the interior surfaces of built-in fireplaces, as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained (attached as Exhibit B). Notwithstanding such markings, the following are not part of a "Unit": bearing walls, columns, floors, and roofs (except for the interior surface thereof), foundations, elevator equipment and shafts, central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps, and other central services pipes, vents, ducts, flues, chutes, conduits, and wires, and other utility installations wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Unit or Common Area as herein defined. Each Unit excludes the interior of any storage areas and/or garages, which are shown on the Condominium Map that are dedicated to a particular unit, and hereinafter referred to as a Limited Common Area. The ownership of a storage unit or garage is preconditioned on the ownership of a Unit. The storage units and garage must be used only for purposes, which are consistent with relevant zoning regulations and shall not be used as residences or as dog kennels.

Section 2.03 Common Area. "Common Area" means the entire Project excepting the Limited Common Areas and the Units.

Section 2.04 Limited Common Areas. "Limited Common Area" means that Common Area and facilities designated herein for the exclusive use of a certain Condominium Owner or Owners to the exclusion, limitation or restriction of others, as described in greater detail in Section 4.02. Without limiting the foregoing, the Limited Common Areas shall include decks, balconies, porches appurtenant to and accessible only from a Unit, the elevator designated to serve a Unit 2, the garage designated to serve a Unit 2, storage areas designated as Limited Common Area in this Declaration or on the Condominium Map, and heating or other equipment located in an enclosed area adjacent to each Unit or for the exclusive use of such Unit. Such Limited Common Area shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Units except by invitation. No reference to Limited Common Area need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Area appurtenant to a Unit.

Section 2.05 Condominium. "Condominium" means a separate interest in a Unit, plus the Limited Common Area appurtenant to that Unit, along with an undivided interest in common in the Common Area in accordance with the attached Exhibit B.

Section 2.06 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Unit or Condominium; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.07 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Unit or Condominium or any part thereof is encumbered.

Section 2.08 Mortgagee. "Mortgagee" means any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage, as Mortgage is defined in Article II, Section 2.07, under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 2.09 Association. "Association" means 231 Sun Valley Road Owners Association, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein. The Association shall act through its duly elected Board of Directors.

Section 2.10 Condominium Map. "Condominium Map" means the Condominium Map for 231 Sun Valley Road to be filed for record in the office of the County Recorder of Blaine County, Idaho (attached as Exhibit B) consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit and the Unit number identifying the Units, together with such other information as may be included therein in the discretion of the Declarant.

ARTICLE III

Statement of Intention and Purpose

Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved, and otherwise affected in any manner, subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and the Declarant's assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

ARTICLE IV

Nature and Incidents of Condominium Ownership

Section 4.01 Estates of an Owner. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit, plus the Limited Common Area appurtenant to that Unit, along with an undivided interest in common in the Common Area in accordance with the attached Exhibit B. Exhibit B contains a legal description of each Unit in the Project, consisting of the identifying number of such Unit as shown on the Condominium Map. The percentage of ownership interest in the Common Area and Limited Common Areas, which is to be allocated to each Unit for purposes of tax assessment under section 55-1514 of the Idaho Code and for

purposes of liability as provided by section 55-1515 of the Idaho Code shall be as follows: ---

Section 4.02 Roof Top Limited Common Area.

Section 4.03 Parking Area. The Association shall maintain as a part of the Common Area, the parking area, miscellaneous utility meters, mechanical rooms and the trash collection area, for the use of Condominium Owners, tenants, and occupants, or their invitees.

Section 4.06 Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 4.07 Inseparability. No part of a Condominium, or of the legal rights comprising ownership of that Condominium, may be separated from any other part of that Condominium during the period of Condominium ownership prescribed herein, so that each Condominium and the undivided interest in the Common Area appurtenant to such Condominium shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration.

Section 4.08 Partition Not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

Section 4.09 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive or shared use by such Owner(s).

Section 4.10 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against such Owner's Condominium or interest therein, or such Owner's interest in the Common Area or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Area in proportion to such Owner's interest in such common area as set forth in Exhibit B, and such payment is to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the rate of

ten percent (10%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.06 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Area shall be apportioned among the Owners as provided in Article IX hereof.

Section 4.11 Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, paper, or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors and to clean the interior surfaces of windows, all of which form the boundaries of their respective Unit, and all walls, ceilings, floors, and doors within such boundaries. The Association shall have the responsibility for cleaning of exterior surfaces of windows. Window coverings visible from the outside of the Building must be approved by the Association prior to installation.

Section 4.12 Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising, or shifting of the earth or by changes in position caused by repair or reconstruction of the Project or any part thereof or by signage approved in writing by the Association.

Section 4.13 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners shall have the irrevocable right, to be exercised by the Association as their agent, to have access to all such parts of the Project when necessary, during such reasonable hours, and with reasonable notice except in cases of emergency, for the maintenance, repair, or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Project. The Association shall also have such right independent of any agency relationship. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Area is caused through or by the negligent or willful act or omission of an Owner or occupant of a Unit, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner; and, if the Owner fails to repay the expenses incurred by the Association within seven days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 4.14 Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to such Owner's Condominium and to the Limited Common Area designated for use in connection with such Owner's Condominium and shall have the right to the

horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each.

Section 4.15 Association's Right to Use of Common Area. The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which the Association is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area maintenance, trash and storage facilities for use by the Association. In addition, the Association may enter into an agreement(s) to jointly operate and/or utilize trash and maintenance facilities with adjacent property owners for the mutual benefit of the Association and adjacent property owner(s). With the approval of majority vote of the Membership Voting Percentages as set forth on attached Exhibit B, the Association shall also maintain the right to enter into agreements with Owners to allow non-exclusive temporary utilization of certain parts of the Common Area for use by their employees, tenants, and business invitees.

Section 4.16 Easements and Utilities. In order to adequately serve each Unit, utility and service facilities may be constructed and may encroach on Common Area, Limited Common Area, or the Units. An easement for such encroachment and for the maintenance of the same shall and does exist.

Section 4.17 Declarant's Right Incident to Construction. Declarant and persons Declarant shall select shall have the right to and hereby reserve an easement and right-of-way for ingress and egress over, upon, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project .

Section 4.18 Easements Deemed Created. All conveyances of Condominiums, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Article IV, even though no specific reference to such easements or to those sections appears in any such conveyance.

Section 4.19 Association's Management of Common Area. The Association shall act prudently and diligently to manage and control the Common Area in a manner compatible with good business practices and for the benefit of all Owners. The Association shall have the right to hire a building manager for this purpose.

ARTICLE V

Description of a Condominium

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map as set forth in Exhibit B to this Declaration and as each appears on the records of the County Recorder of Blaine County, Idaho. Such description will be construed to describe the Unit together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to

ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE VI

Mechanic's Lien Rights

Section 6.01 Condominium Labor. No labor performed or services or materials furnished with the consent or at the request of an Owner or such Owner's agent, contractor, or subcontractor shall be the basis for the filing of a lien against the Common Area, Limited Common Area or the Condominium of any other Owner or against any part thereof or against any other property of any other Owner unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove such owner's Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to such Owner's Condominium.

ARTICLE VII

The Association

Section 7.01 Membership. The Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibit C and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If more than one person holds title to a Condominium, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or Bylaws of the Association always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium; provided, however, the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

Section 7.02 Voting Rights. Each Owner shall have the percentage of interest in Common Area and be entitled to vote their percentage Membership Voting Interest as follows: ---. ("Membership Voting Interest"). The membership voting rights and percentage ownership interests of new members shall be determined in the same way as such voting rights and percentage interests were determined for existing members.

Section 7.03 Election of Directors. The Unit Owners shall elect a Board of Directors of at least three (3) members, each of whom shall be Unit Owners. Election and removal of

members to the Board of Directors and of officers shall be as set forth in the By-laws. In the election of members of the Board of Directors, the candidates receiving the highest percentages of Membership Voting Interest shall be deemed elected. A director may be removed as set forth in the By-laws.

Section 7.05 Amplification. The provisions of this Article VII are amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, no present or future provision of such Articles of Incorporation or Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII

Certain Rights and Obligations of the Association

Section 8.01 The Management Body. The Association is hereby designated to be the "Management Body" as provided in sections 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of the State of Idaho, the Idaho Code, the Articles of Incorporation and Bylaws of the Association, and the provisions of this Declaration.

Section 8.02 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Unit shall keep the Limited Common Area designated for use in connection with such Owner's Unit in a clean, sanitary, and attractive condition and shall maintain and repair their Limited Common Area and the heating and other equipment and hot water heater exclusively servicing such Owner's Unit. The Association shall be responsible for the maintenance and repair of exterior surfaces of Buildings and improvements located on the Project including, without limitation, the painting and/or plastering of interior and exterior Common Areas, the same as often as necessary, the replacement of interior and exterior wood and/or stone in the Common Areas, trim and caulking, the maintenance and repair of roofs, the maintenance and repair of exterior walkways, and the maintenance, repair and general upkeep of any other Common Area, including utility lines and all other improvements or materials located within or used in connection with the Common Area. The Association shall be responsible for the removal and disposal of all snow and ice from all driveways, parking areas, pedestrian pathways and sidewalks. The Association shall additionally maintain the general building mechanical and electrical systems. The Association shall also have the right to allocate additional costs to any particular Owner to the extent such Owner is utilizing a portion of the Common Area for a particular purpose to the exclusion of other Owners. The Association by and through the Association's officers shall have the right to grant easements for utility purposes over, upon, across, under, or through any portion of the Common Area, and each Owner hereby irrevocably appoints this Association and the Association's officers as attorney-in-fact for such purposes.

Section 8.03 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage the Association's affairs, or any part thereof, to the extent the Association deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which the Association contracts. The Association may obtain and pay for legal, accounting and tax preparation services, as necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, natural gas, water, sewer, trash collection and recycling, and other common services to each Unit. The cost of such management, maintenance, and repair by the Association shall be borne as provided in Article IX.

Section 8.04 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as the Owner's percentage in the Common Area as set forth in attached Exhibit B. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.05 Rules and Regulations. The Association may, from time to time, make reasonable rules and regulations for the management, preservation, safety, control and orderly operation of the Project in order to effectuate the intent and enforce the obligation set forth in this Declaration. Such rules and regulations may include, without limitation, assignment of particular areas within the Common Area for the temporary exclusive use by Owners of particular Units including but not limited to the right of the Association to designate use of particular portions of parking areas, outside sidewalk areas for the installation, maintenance and utilization of outdoor seating and related equipment uses. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations, or other obligations or to obtain damages for noncompliance, all to the extent permitted by law. The Association is hereby appointed as the Owners' representative for the purpose of enforcing compliance with such rules, regulations, other obligations, or to obtain damages for non-compliance by tenants with respect to the Common Area. The Association may appoint an outside management company to serve as the Owner's representative so long as the Association provides adequate supervision of the activities of the outside management company.

Section 8.06 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 or privilege.

ARTICLE IX

Assessments

Section 9.01 Agreement to Pay Assessment. Declarant, for each Condominium owned by Declarant within the Project and for and as the owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration and special assessments for capital improvements and other matters as provided in this Declaration. In the case of joint or co-ownerships this liability shall be joint and several. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Areas or the facilities contained in the Common Area or by abandoning or leasing his Unit. Such assessments shall be fixed, established, and collected from time to time in the manner provided in this Article IX.

Section 9.02 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon cash requirements determined by the Association to provide for the payment of all estimated or actual expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer, trash collection, and other common services to each Unit to the extent not separately metered and/or billed to a specific Unit, which estimates may include, among other things, expenses of management, taxes and special assessments, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, landscaping and care of grounds, snow removal, common lighting and heating, water charges, trash collection, recycling, sewer service charges, repairs and maintenance, wages for Association employees, legal and accounting fees, taxes, licenses, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus, and/or sinking fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 9.03 Apportionment of Periodic Assessments. The expenses attributable to the Common Area shall be apportioned among all Owners of Units in proportion to the interest in the Common Area owned by each Owner of a Unit as set forth in Exhibit B to this Declaration.

Section 9.04 Notice of Periodic Assessments and Time Payment Thereof. The Association shall make periodic assessments based upon a budget adopted no less

frequently than annually, which assessments shall be annually, quarterly, or monthly, as the Association shall from time to time determine. The total periodic Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their percentage of interest in the Common Area as follows: ---, subject to: (a) common expenses which are separately metered or assessed to the Units by third parties; (b) common expenses associated with the maintenance, repair or replacement of Limited Common Areas which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Areas are appurtenant; (c) common expenses or portions thereof benefitting fewer than all of the Units which shall be assessed exclusively against the Units benefitted; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any common expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units.

The Association may, in the Association's discretion, allow assessments to be given to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given as herein provided. Each periodic assessment shall bear interest at the rate of ten percent (10%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date and shall be subject to an automatic late charge of Fifty Dollars (\$50.00). Failure of the Association to give notice of the assessment shall not affect the liability of any Owner for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given. A Unit Owner's assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period.

Section 9.05 Special Assessments. In addition to the annual assessments authorized by this Article IX, the Association may, at any time, levy a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but this section shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article IX. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner as provided in Section 9.03 of this Article IX. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. The Association shall have the power to incur expenses for maintenance and repair of any Unit, if such maintenance or repair is necessary, in the opinion of the Board of Directors of the Association to protect the Common Area or any other portion of the Project and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been

delivered by the Board of Directors to said Owner or Owners; the Board of Directors shall levy a special assessment against the Owner or Owners of any such Unit to pay for the cost of such maintenance and repair and any other costs or expenses arising out of or incident to such maintenance and repair and the assessment therefor. A special assessment shall bear interest at the rate of ten percent (10%) per annum from the date it becomes due and payable if not paid within thirty (30) days and an automatic late charge of fifty dollars (\$50).

Section 9.06 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article IX, together with interest thereon and late fees as provided herein, shall be secured by a lien on such Condominium 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 such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in Blaine County, Idaho, including all unpaid obligatory advances to be made pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens, to the extent required by law. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens. To create a lien for sums assessed pursuant to this Article IX, the Association shall prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record Owner of the Condominium and a description of the Condominium. Such a notice shall be signed by a member of the Board of Directors, an officer of the Association or the managing agent and shall be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale of the Owner's Condominium by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. The Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Condominium as the Owner thereof.

Upon any default in the payment of periodic or special Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of

such rents, profits and income to the Association effective immediately upon any default in the payment of Assessments.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho, real estate records upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment. Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority. The Association may report any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have become due to any encumbrancer of a Condominium; provided, however, such encumbrancer first shall have furnished written notice of such encumbrance to the Association. Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this section, any lien created pursuant to this section shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment; provided, however, said one-year period may be extended by the Association for not to exceed one (1) additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one-year period.

Section 9.07 Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of the Owner's Condominium.

Section 9.08 Statement of Account. Upon payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment, the date that such assessment becomes or became due, and credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired such Mortgagee's interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the 20-day period provided herein and if thereafter an additional written request is made by such purchaser, is not

complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

Section 9.09 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.08, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 9.10 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001, as amended, with regard to any assessment of the Association.

ARTICLE X

Use of Condominiums

Section 10.01 Condominiums. No Unit shall be used for any purpose not allowed by the city of Ketchum's Municipal Code.

Section 10.02 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. There shall be no modifications, additions or alterations made to the Common Area or Limited Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association after its acceptance of the Common Area from Declarant. No modification or alteration of the open space or exterior parking area(s) of the Common Area which would affect the quantity or quality of such areas shall be made without the written consent of the Planning and Zoning Commission of the City of Ketchum, Idaho.

Section 10.03 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any part of the Project which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any part of the Project that would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner's invitees; provided, however, any invitee of the Declarant shall not under any circumstances be deemed to be an

invitee of any other Owner. No noxious, destructive, or offensive activity shall be carried on in any part of the Project nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in or operating a business in the Project.

Section 10.04 Animals. The Association hereby prohibits the raising, breeding, or keeping of animals, livestock, or poultry in any part of the Project including without limitation operation of a pet store or other pet related business. Notwithstanding the foregoing, each Unit Owner shall be entitled to keep no more than two (2) dogs, two (2) cats, two (2) birds and aquarium fish in any Condominium Unit; provided that (A) such pets are of a size and nature that does not cause disruption or nuisance to other Owners, (B) such pets are not allowed to run at large, chase humans or other animals or bark excessively, (C) such pets do not cause damage to the Common Area, and (D) the owner thereof complies with any further restrictions contained in any supplemental Declaration, and any reasonable rules and regulations adopted by the Association regarding such pets.

Section 10.05 Rules and Regulations. No Owner shall violate the rules and regulations for the use of that portion of the Project to which such rules apply as adopted from time to time by the Association. Except as otherwise provided herein, any Owner shall have the right to enforce any or all of the provisions of any restriction contained in this Declaration or any rule or regulation adopted by the Association. Any violation of any state, municipal or local law, ordinance or regulation pertaining to ownership, occupation or use of any property within the Project is hereby declared to be a violation of a restriction in this Declaration and subject to any or all of the enforcement procedures set forth below.

Section 10.06 Maintenance of Interiors. Each Owner shall keep the interior of such Owner's Unit including, without limitations interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition and good state of repair; shall keep the Limited Common Area designated for use in connection with such Owner's Unit in clean, sanitary, and attractive condition; and shall keep the heating and other equipment and water heating system exclusively servicing such Owner's Unit in a good state of maintenance and repair.

Section 10.07 Structural Alterations. No structural alterations or modification to any interior walls shall be made to any Condominium and no plumbing, electrical, or similar work within the Common Area shall be done by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit,

Section 10.08 Parking Restrictions. The parking area shall be used for parking operable vehicles only and shall not be converted for living, recreational, or business purposes, nor shall anything be stored in any parking area so as to prevent the parking of an automobile thereon, unless otherwise approved in writing by the Association.

Section 10.09 Signs. Except for signs as may be used by Declarant in connection with the sale of Condominiums, no sign of any kind shall be displayed to the public view by Owners of Condominiums without the approval of the Board of Directors. In addition, the Declarant and/or the Association shall be entitled to place interior identification and/or directional signage as appropriate and additionally an identification directory for owners of Units within the Project.

Section 10.10 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate, and no odors shall be permitted to arise from the property or any Condominium so as to render any portion of the property unsanitary, unsightly, offensive, or detrimental to any other property or Condominium in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate either within any such property or any Condominium or be permitted to exist or operate outside of any Condominium and controlled by an owner or occupant of the Condominium so as to be offensive or detrimental to any other property or Condominium in the vicinity thereof or its occupants. Without limiting the generality of any of the following provisions, no exterior music and/or speakers, horns, whistles, bells, or other sound devices (other than security systems used exclusively for security purposes) shall be located, used, or placed on any such property or Condominium without the prior written approval of the Association (unless originally approved by the Declarant).

Section 10.11 Outside Installations. No clotheslines, television antennas, satellite dishes, wiring, or installation of air conditioning, or other machines, awnings, flags, banners or umbrellas, unless properly screened from view or contained within roof wells as part of the original construction of the Project, shall be installed on the exterior of the Building for the use of any Unit or be allowed to protrude through the walls, windows, or roof of the Building for the use of any Unit without the prior written approval of the Association.

Section 10.12 Enforcement of Violations. No violation of any Rule or Regulation, inclusive of those items described in Section 10.05 above, shall be allowed. If any Owner, Owner's family, tenant, licensee, or invitee commits such violation; the Association may, in addition to any other legal remedies it may have, impose a Special Assessment upon such person of not more than Fifty Dollars (\$50) for each such violation for each day that such violation continues. Before invoking such assessment, the Association's Board of Directors shall give such person sixty (60) days written notice to cure such violation and/or to be heard by the Board regarding the violation and any potential assessment. If such violation is of a nature that it cannot be remedied within sixty days, no assessment shall be invoked so long as the Owner submits a remediation plan to the Board to remedy the violation within a reasonable time and such Owner diligently pursues such plan to completion. If an Owner violates any Rule or Regulation more than twice within any three-year period, regardless of whether the Rule that has been violated is the same, the accrual of such assessment shall begin three days after the Board gives notice of such violation rather than sixty days after such notice. Such additional assessments may be collected and enforced in the same manner as any other assessment under Article IX. Each remedy provided in this Declaration or by law shall

be cumulative and not exclusive. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right to enforce such provision thereafter.

ARTICLE XI

Insurance

Section 11.01 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by a company authorized to do business in Idaho. The provisions of this Article XI shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the Project as contemplated by this Article XI prior to or concurrently with the first conveyance of a Condominium. Any obligation or commitment for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any Condominium, shall become an obligation of the Association and shall be paid for out of Association funds.

(a) Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple-family, residential, mixed use buildings in the vicinity of the Project would in the exercise of prudent business judgment obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad-form, comprehensive liability coverage in such amounts and in such forms as the Association deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the Project.

(c) Worker's Compensation and Employer's Liability Insurance. The Association shall purchase worker's compensation and employer's liability insurance and all other

similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as the Association shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Other. The Association may obtain insurance against such other risks of a similar or dissimilar nature as the Association shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 11.02 Optional Insurance. The Association may obtain the following types of insurance coverage, but the Association is not required to do so.

(a) Personal Property Casualty Insurance. The Association may, in the Association's discretion, obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in amounts equal to the replacement cost less depreciation in the event of damage or destruction from casualties against which such insurance is obtained.

(b) Casualty and Public Liability Insurance. The Association may, in the Association's discretion, obtain casualty, and public liability insurance coverage in amounts the Association may select with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

(c) Other Casualty Insurance. The Association may purchase other casualty insurance, such as, flood, earthquake, etc., in such amounts and in such forms as the Association deems advisable to provide adequate protection.

Section 11.03 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit number, description, the appurtenant undivided interest in the Common Area), and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner and to each first Mortgage. The Association shall furnish to each Owner who requests it and to Declarant a true copy of such policy, together with a certificate identifying the interest of the Owner. All policies of insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board of Directors, employees, and agents and against each Owner and each Owner's employees, agents, and guests and shall provide that the insurance cannot be cancelled, invalidated, or suspended on account of the conduct of the Association, the Board of Directors,

employees, and agents or on account of any Owner or such Owner's employees, agents, or guests and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee.

Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project.

Section 11.04 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association elects to arrange for such casualty insurance pursuant to Section 11.02 hereof (in which event Owner shall be responsible for the amount, if any, the replacement cost exceeds the insurance proceeds), and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association elects to arrange for such insurance pursuant to Section 11.02 hereof, and regardless of the Association's election, insurance coverage against loss from theft on all personal property, and insurance coverage on items of personal property placed in the Unit by Owner shall be the responsibility of the respective Owners. Owners shall require tenants to carry appropriate personal property insurance for the contents of their respective leased space as well as all other forms of insurance as are customary for, retail and/or office tenants, as the case may be, as shall be set forth in each such lease.

Section 11.05 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article XI. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Condominiums, as set forth in Section 13.04. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.06 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.01 and 11.02 hereof, each Owner shall obtain insurance at the Owner's own expense providing coverage upon the Owner's Condominium, the Owner's personal property, for the Owner's personal liability, and covering such other risks as the Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article XI. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of the Owners,

the Declarant, and Mortgagee. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the policies described in this section that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance, and the Owner shall be liable to the Association to the extent of any such diminution. In addition, any improvements made by a Owner within such Owner's Unit may be separately insured by the Owner, but such insurance shall be limited to the type commonly known as "tenant's improvements" insurance.

Section 11.07 Adjustment of Claims. The Association may adopt and establish written non-discriminatory 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 Unit 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 Unit Owner a prorata share of any deductible paid by the Association.

Section 11.08 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Mortgagee at reasonable times.

ARTICLE XII

Casualty Damage or Destruction

Section 12.01 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires such Owner's Condominium.

Section 12.02 Association as Agent. All of the Owners irrevocably constitute and appoint the Association by and through the Association's elected officers as the Owners' true and lawful attorney-in-fact in the Owner's name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.03 General Authority of the Association. As attorney-in-fact, the Association by and through the Association's elected officers shall have full and complete authorization, right, and power to make execute, and deliver any contract, deed or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

Section 12.04 Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain estimates that the Association deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.05 Repair or Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve; provided, however, in such latter event in the absence of the consent of each affected Owner, the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Building shall be substantially the same as prior to damage or destruction.

Section 12.06 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.07 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.06 constitute a fund for the payment of cost or repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.06 of this Declaration.

Section 12.08 Decision Not to Rebuild. If the record Owners, as reflected on the real estate record of Blaine County, Idaho, representing sixty seven percent (67%) or more of the Membership Voting Interest set forth on attached Exhibit B, and all holders

of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Condominiums, as set forth in Section 13.04.

ARTICLE XIII

Obsolescence

Section 13.01 Adoption of a Plan. The record Owners may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction which plan has the unanimous approval of all first Mortgagees of record of Units at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho, real estate records.

Section 13.02 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all the Owners as assessment against their respective Condominiums in accordance with the proportions of Common Area. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.03 Sale of Obsolete Project. The Owners may agree that the Project is obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts. Upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map, and the Bylaws. The sale proceeds shall be apportioned among the Owners pro rata based on the percentage interest in common area. Such apportioned proceeds shall be paid into separate accounts, each account representing one ownership interest. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

Section 13.04 Distribution of Excess. In the event amounts collected pursuant to Section 13.03 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE XIV

Condemnation

Section 14.01 Consequences of Condemnation. If at any time or times during the continuance of the ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 14.02 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

Section 14.03 Complete Taking. In the event that the entire Project is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners pro rata based on the percentage interest in common area as set forth in Exhibit B to this Declaration, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.04 of this Declaration.

Section 14.04 Partial Taking. In the event that less than the entire Project is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner. As soon as practicable, the Association shall reasonably and in good faith allocate the Condemnation Award between compensation, damages, or other proceeds and shall apportion the amounts so allocated among the Owners of each area as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among the Owners; (b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned; (c) the respective amounts allocated to the taking of or injury to a particular Condominium and/or improvements an Owner has made within such Owner's own Condominium shall be apportioned to the particular Owners involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.04 of this Declaration.

Section 14.05 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Condominiums for amendment of this Declaration as provided in Article XV hereof.

Section 14.06 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

ARTICLE XVI

Revocation or Amendment

This Declaration shall not be revoked, nor shall any of the provisions herein be amended unless all of the Owners consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

ARTICLE XVII

Period of Condominium Ownership

The Condominium ownership created by this Declarant and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Article XII (Obsolescence) or Article XIV (Condemnation) of this Declaration.

ARTICLE XVIII

Miscellaneous

Section 18.01 Compliance With Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, rules, and regulations of the Association and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

Section 18.02 Registration of Mailing Address. Each Owner shall register such Owner's mailing address and email address with the Association. All notices or

demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address and by email sent to the Owner at such email address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Articles of Incorporation or Annual Report of the Association (whichever is current) and by email to the email addresses of the President and Secretary of the Association. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this section shall be deemed given when deposited in the United States mail in the form provided for in this section.

Section 18.03 Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of such rights or interests, to any person or entity.

Section 18.04 Mediation. Except for any mechanics, labor and materialman's liens or liens by the Association for unpaid Assessments, the Association and all Owners agree to and shall mediate any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or such rules and regulations as the Association may promulgate under its responsibilities as set forth in this Agreement. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential. In the event the parties are not able to agree on a mediator within thirty days, a judicial and mediation service mutually acceptable to the parties shall appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this paragraph. Should any party attempt an arbitration or a court action before attempting to mediate, THAT PARTY SHALL NOT BE ENTITLED TO ATTORNEYS FEES THAT MIGHT OTHERWISE BE AVAILABLE TO THEM IN A COURT ACTION OR ARBITRATION, AND IN ADDITION THERETO, THE PARTY WHO IS DETERMINED BY THE ARBITRATOR TO HAVE RESISTED MEDIATION SHALL BE SANCTIONED BY THE ARBITRATOR OR JUDGE AND THE COURT SHALL DISMISS THE ARBITRATION OR COURT ACTION WITHOUT PREJUDICE AND ORDER THE PARTY THAT ATTEMPTED THE ARBITRATION OR COURT ACTION TO PAY THE OTHER PARTY'S REASONABLE ATTORNEY'S FEES AND COSTS.

Section 18.05 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after the Owner conveys such Condominium.

Section 18.06 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 18.07 Severability. If 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, clause, phrase, or word in any other circumstance shall not be affected thereby.

Section 18.08 Construction by Declarant. Nothing in this Declaration or any action taken by the Association shall limit the right of Declarant to complete construction of the Project.

Section 18.09 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

This Declaration is executed on this _____ day of _____, 2021.

McIntosh Holdings LLC, an Idaho Limited Liability Company

By ---

ACKNOWLEDGMENT

State of _____)
)ss
County of _____)

On this ___ day of _____, 2021, before me, _____, a Notary Public, personally appeared _____, known or identified to me on the basis of satisfactory evidence to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal.

Notary Public
Residing at _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

EXHIBIT C

(Condominium Map)

EXHIBIT D

(By Laws and Articles of Incorporation)

BYLAWS

OF

231 SUN VALLEY ROAD OWNERS ASSOCIATION, INC.

ARTICLE I

Principal Office

The Principal office of 231 Sun Valley Road Owners Association, Inc., (the "Association"), shall be in the City of Ketchum, County of Blaine, State of Idaho. The Association may have such other offices, either within or without the state of Idaho as the Board of Directors may determine or the affairs of the Association may require.

ARTICLE II

Board of Directors

1. General Powers. The property, business, and affairs of the Association shall be controlled and managed by the Board of Directors.

2. Number. The Board of Directors shall consist of three (3) members. The Board of Directors may be increased by amendment of these Bylaws; provided however, the number of directors shall not be increased to more than five (5), and provided further, a reduction in the number of directors by amendment of these Bylaws shall not have the effect of reducing the term of an incumbent director.

3. Qualifications; Election; Term. Directors must be members of the Association and shall be elected by the members at their annual meeting. In the election of members of

the Board of Directors, the candidates receiving the highest percentages of Membership Voting Interest as set forth on Exhibit B of the Declarations shall be deemed elected. Directors shall serve the term of one (1) year or until their successors are duly elected and qualified.

4. Removal; Resignation. Any director may be removed with or without cause by a vote of seventy five percent of the Membership Voting Interests entitled to be cast by the members of the Association at a meeting, called for that purpose. Any director may resign by submitting a written notice to the Board of Directors stating the effective date of that director's resignation, and acceptance of the resignation shall not be necessary to make it effective.

5. Vacancies. Any vacancy occurring on the Board of Directors whether by removal, resignation, death, or otherwise shall be filled by a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy on the Board of Directors shall hold office until the next annual election of directors and until that director's successor is duly elected and qualified.

6. Meeting. There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board of Directors may establish regular meetings to be held at such other places, in such other manners, including telephonically, and at such other times as the Board of Directors may determine from time to time. After the establishment of a time, place, and manner for regular meetings, no further notice thereof need be given. Special meetings of the Board of Directors may be called by the President or upon written request delivered to the Secretary-Treasurer by any two (2) directors.

7. Notices; Waiver. Five (5) days' notice of special meetings shall be given to each director by the Secretary-Treasurer. Such notice may be given orally to each director. Written waiver of notice signed by a director or attendance at a meeting of the Board of Directors by such director shall constitute a waiver of notice of such meeting, except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to defects in said notice.

8. Quorum; Vote Required; Adjournment. At any meeting of the Board of Directors a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. Action of Directors Without a Meeting. Any action required to be taken or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the directors entitled to vote in respect to the subject matter thereof.

10. Standards for Directors. Each member of the Board of Directors, when discharging the duties of a director, shall act in good faith and in a manner the director reasonably believes to be in the best interests of the Association. The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(a) One (1) or more officers or employees of the Association whom the director reasonably believes to be reliable and competent functions performed or the information, opinion, reports, or statements provided;

(b) Legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the director reasonably believes are matters:

(i) Within the particular person's professional or expert competence; or

(ii) As to which the particular person merits confidence; or

(iii) A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence.

ARTICLE III

Officers

1. General. The officers of the Association shall be a President, one or more Vice Presidents, and a Secretary-Treasurer, all of whom shall be elected by the Board of Directors to serve at the pleasure of the Board of Directors.

2. President. The President shall be the principal executive officer of the Association and subject to the control of the Board of Directors, shall direct, supervise, coordinate, and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of an Association. The President shall be a director and shall preside at all meetings of the members of the Association.

3. Vice President. A Vice President shall act in place of the President in case of the President's death, absence, inability, or failure to act and shall perform such other duties and have such authority as from time to time delegated to such Vice President by

the Board of Directors or by the President. The Vice President shall be a director; however, if the Board of Directors elects more than one Vice President only one so elected need be a director.

4. Secretary-Treasurer. The Secretary-Treasurer shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these Bylaws as required by law and that the books, reports, and other documents and records of the Association are properly kept and filed. The Secretary-Treasurer shall have charge and custody of and be responsible for all sorts of securities of the Association. The Secretary-Treasurer shall deposit all such funds in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. The Secretary-Treasurer shall keep books of account and records of transactions and of the financial condition of the Association, shall submit such reports thereof as the Board of Directors may from time to time require, and in general shall perform all of the duties incident to the office of Secretary-Treasurer and such other duties as may from time to time be assigned to the Secretary-Treasurer by the Board of Directors or the President. The Board of Directors may appoint one or more Assistant Secretary-Treasurers who may act in the place of the Secretary-Treasurer in case of the Secretary-Treasurer's death, absence, inability, or failure to act.

5. Compensation. Agents and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any agent, or employee shall not in and of itself create contractual rights of compensation for services performed by such agent or employee.

6. Delegation of Powers. In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board of Directors may delegate that officer's duties and powers for the time being to any other officer or any director.

7. Standards of Conduct.

- (2) An officer when performing in such capacity, shall act:
 - (a) In good faith;
 - (b) With the care that a person in a like position would reasonably exercise under similar circumstances; and
 - (c) In a manner the officer reasonably believes to be in the best interests of the Association.
- (3) In discharging those duties an officer who does not have knowledge that makes reliance unwarranted, is entitled to rely on:

(a) The performance of properly delegated responsibilities by one (1) or more employees of the Association whom the officer reasonably believes to be reliable and competent in performing the responsibilities delegated; or

(b) Legal counsel, public accountants, or other persons retained by the Association as to matters involving skill or expertise the officer reasonably believes are matters:

(i) Within the particular person's professional or expert competence; or

(ii) As to which the particular person merits confidence.

(4) An officer shall not be liable to the Association or its members for any decision to take or not to take action; or any failure to take action, as an officer, if the duties of the office are performed in compliance with this section. Whether an officer who does not comply with this section shall have liability will depend in such instance on applicable law, including those principles of section 30-3-85, Idaho Code, that have relevance.

ARTICLE IV INDEMNIFICATION OF DIRECTORS AND OFFICERS

1. Scope of Indemnification.

The Association may indemnify and advance funds to or for the benefit of the directors and officers to the fullest extent permitted by the Idaho Nonprofit Corporation Act ("Act"), as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights than the Act permitted the Association to provide prior to such amendment). (Idaho Code § 30-3-88).

2. Mandatory Indemnification of Directors.

The Association shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the individual was a director of the Association against reasonable expenses incurred by the director in connection with the proceeding. (Idaho Code § 30-3-88).

a. Further Indemnification of Directors.

i. Except as otherwise provided in this Section, the Association may indemnify an individual who is a party to a proceeding because the individual is a director against liability incurred in the proceeding if:

1. The director's conduct was in good faith; and

2. The director reasonably believed:

- a. In case of conduct in the director's official capacity, that the director's conduct was in the best interests of the Association; and
 - b. In all cases, that the director's conduct was at least not opposed to the best interests of the Association; and
 - c. In the case of any criminal proceeding, the director had no reasonable cause to believe the conduct was unlawful.
- ii. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea or nolo contendere or its equivalent, is not, of itself, determinative that the director did not meet the relevant standard of conduct described in this Section.
 - iii. Unless ordered by a court under Act, the Association may not indemnify a director in connection with a proceeding by or in the right of the Association, except for reasonable expenses incurred in connection with the proceedings if it is determined that the director has met the relevant standard of conduct under subsection (1) of this Section, or as otherwise prescribed in Section 30-3-88, Idaho Code.

b. Advance for Expenses.

- i. The Association shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding if the director delivers to the Association:
 - 1. A written affirmative of the director's good faith belief that the director has met the relevant standard of conduct described above; and
 - 2. The director's written undertaking to repay any funds advanced if the director is not entitled to mandatory indemnification, and it is ultimately determined that s/he has not met the relevant standard of conduct described above.
- ii. The undertaking required by subsection (1)(b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

c. Determination of Indemnification.

- i. The Association may not indemnify a director unless a determination has been made that indemnification of the director is permissible

because the director has met the relevant standard of conduct set forth in Section 7.3.

- ii. The determination shall be made in accordance with Section 30-3-88(4), Idaho Code.

d. Indemnification of Officers.

The Association may indemnify and advance expenses to an officer of the Association who is a party to a proceeding because the individual is an officer of the Association the same extent as a director.

e. Insurance.

The Corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the Corporation, or who, while a director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the Corporation would have power to indemnify or advance expenses to the individual against such liability.

f. Definitions.

Sections 7.1 through 7.8 of these Bylaws shall be defined in accordance with Section 30-3-88(8), Idaho Code.

Rights, Duties, and Obligations of the Members of the Association

1. Membership. Every owner of a Condominium in the Project shall be a member of the Association, and no person or entity other than an owner of a Condominium may be a member of the Association. If title to a Condominium is held by more than one person, the votes of such Condominium shall be shared by all such persons in the same proportionate interest as their ownership interest in such Condominium and by the same type of tenancy in which the title to the Condominium is held. Memberships in the Association shall not be transferred except in connection with the transfer of a Condominium; provided, however, the rights of membership may be assigned as further security for a loan secured by a lien on a Condominium.

2. Transfer of Membership. Transfer of membership in the Association shall occur upon the transfer of a title to a Condominium of the Project to which the membership pertains; however, the Association shall be entitled to maintain the person, persons, or entity in whose name or names the membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the Secretary-Treasurer. A transfer of membership shall not release the transferor from liability or obligation accrued and

incidental to such membership prior to such transfer. In the event of dispute as to ownership of a Condominium and to the membership appurtenant thereto, title to the Condominium as shown on the public records of the County of Blaine, State of Idaho, shall be determinative.

3. Voting Rights. The voting rights of each member shall be determined as set forth in the Condominium Declaration and Covenants, Conditions and Restrictions. The voting rights and interests of new members shall be determined in the same way as such rights were determined for old members. Voting by proxy shall be permitted; however, proxies must be filed with the Secretary-Treasurer twenty-four (24) hours before the appointed time of each meeting.

4. Annual Meetings. An annual meeting of the members for the purpose of electing directors, establishing of the Budget for the current calendar year and transaction of such other matters as may properly come before the meeting shall be held on such date as Determined by the Directors. All business which may be lawfully transacted may be transacted at such meeting without any further or special notice.

5. Special Meeting. Special meetings of the members may be called any time by the Board of Directors or by written request of one-half (1/2) of the voting power of all the members and shall be held at a convenient location in the County of Blaine, State of Idaho. The Secretary-Treasurer shall forthwith give notice of such meeting at such time as the Secretary-Treasurer may fix, not less than ten (10) or more than thirty-five (35) days after the receipt of said request and if the Secretary-Treasurer shall neglect or refuse to issue such call, the Board of Directors or members making request may do so.

6. Notice; Waiver. Notice of annual and special meetings of the members must be given in writing and must state the date, hour, and place of the meeting and generally describe the nature of the business to be transacted. Such notice shall be delivered personally to or deposited in the mail, postage prepaid, and addressed to the last known address, as shown on the books of the Association, to the owners or any one of the co-owners of each membership, as shown on the books of the Association, and shall be delivered or deposited in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary-Treasurer in writing of the time, place, and purpose of the meeting in sufficient time to permit the Secretary-Treasurer to give notice to all members in accordance with these Bylaws.

Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in the notice.

7. Quorum; Vote Required; Adjournment. Two-thirds (2/3) of the membership voting interest entitled to vote represented in person or by proxy shall constitute a

quorum at any meeting of the members. If a quorum is present, the action of a majority of the membership voting interest present and voting shall be the act of the members. If a quorum is not represented at a meeting, a majority of the membership voting interest present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting.

8. Certificates Held. Membership certificates held in estates or trust may be voted by the administrator, executor, guardian, trustee, conservator, or receiver thereof without such membership or title to the Condominium being transferred to said person.

9. Conduct of the Meeting. The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of officers, report of committees, unfinished business, new business, election of directors, and miscellaneous business.

ARTICLE V

Incorporation by Reference to Condominium Declaration

Pursuant to the Articles of Incorporation of this Association, the Condominium Declaration and Covenants, Conditions and Restrictions (“Declarations”) is hereby incorporated by reference and made a part of these Bylaws as if set out in full herein, including, but not limited to, articles entitled "Nature and Incidents of Condominium Ownership" (Article IV), "The Association" (Article VII), "Certain Rights and Obligations of the Association" (Article VIII), "Assessments" (Article IX), and "Use of Condominiums" (Article X).

ARTICLE VI

Contracts, Conveyances, Checks, & Miscellaneous

1. Contracts. The Board of Directors may authorize any officer of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation or by the Condominium Declaration for 231 Sun Valley Road.

2. Conveyances and Encumbrances. Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the President or a Vice President and by the Secretary-Treasurer of the Association.

3. Checks. All checks, drafts, notes, and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. Fiscal Year. The fiscal year or business year of the Association shall begin on the first day of January and end on the last day of December following.

5. Records. The Association shall maintain accurate and correct books, records, and accounts of the Association's business and properties, and they shall be kept at such place as is from time to time fixed and designated by the Board of Directors.

6. Seal. The Board of Directors may adopt an Association seal of such design as may be appropriate.

ARTICLE VII

Amendments

These Bylaws may be amended, altered, or repealed from time to time by a sixty percent (60%) or more vote of the membership voting interest of the Association in accordance with the provisions of Article VII of the Articles of Incorporation and Exhibit B of the Declarations at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered.

APPROVED AND ADOPTED this ____ day of _____, 2021, by the undersigned members of the initial Board of Directors of the Association.

Leonard McIntosh



PLEASE RETURN TO:
1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

Instrument # 645945

HAILEY, BLAINE, IDAHO
8-24-2017 03:01:41 PM No. of Pages: 4
Recorded for : IDAHO POWER COMPANY
JOLYNN DRAGE Fee: 19.00
Ex-Officio Recorder Deputy
Index to: EASEMENTS

BH

Easement—Organization

231 E Sun Valley Road II LLC

“Grantor(s)”, of Blaine County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Underground Facilities: Underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion (all of the above collectively being referred to as the “Facilities”) together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “Facilities”), to be located within the real property description set forth on Exhibit A attached hereto (the “Easement Premises”), with some of the Facilities to be placed in the crawl space or similar location of the building to be constructed upon the Easement Premises (the “Building”)

Grantee is hereby also granted the perpetual right of ingress and egress through the Building as necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities over, through, under and across the Easement Premises and the Building.

This Easement shall run with the land and be binding upon the parties’ successors and assigns.

(Signature page immediately follows)

Checked by: Andrew Farias
Work Order #: 27476813

Executed and delivered this 26th day of JULY, 2017.

Signature(s) of Grantor(s) (Include title where applicable):

[Signature]

Corporate Verification

STATE OF NEW YORK
COUNTY OF ERIE } ss.

I, CINDY L PISCITELLI (Notary's Name), a notary public, do hereby certify that on this 26th day of JULY, 20 17, personally appeared before me DEVIN PISCITELLI, MGR (Individual's Name Including Title) and _____ (Individual's Name Including Title), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of

231 E SUN VALLEY ROAD II LLC (Organization Name), that he/she/they

signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)

CINDY L. PISCITELLI
Notary Public, State of New York
No. 01PI5088341
Qualified in Erie County
Commission Expires November 17, 2017

Cindy L Piscitelli
Notary Public
My Commission Expires on 11/17/17

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
P.O. Box 733 - 100 Bell Drive
Ketchum, Idaho 83340
208/726-9512 Fax 208/726-9514 www.benchmark-associates.com

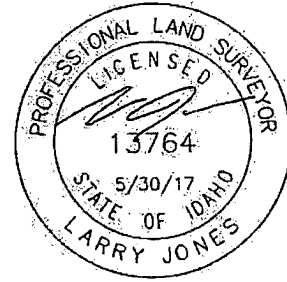


EXHIBIT : A

EASEMENT AREA DESCRIPTION

Within: THE EASTERLY 75 FEET OF LOT 8, BLOCK 17, KETCHUM VILLAGE TOWNSITE, KETCHUM, BLAINE COUNTY, IDAHO - TOWNSHIP 4 NORTH, RANGE 18 EAST, SECTION 18, B.M., KETCHUM, BLAINE COUNTY, IDAHO.

A Easement Area lying within said EASTERLY 75 FEET OF LOT 8, BLOCK 17, VILLAGE OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho, said easement area being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" rebar marking the centerline intersection of Sun Valley Road and Washington Avenue;

Thence N 32°16'48" E a distance of 133.47 feet to a 5/8" rebar marking the easterly corner said Easterly 75' of Lot 8 and the **Point Of Beginning**;

Thence S 45°16'09" W a distance of 12.00 feet;

Thence N 44°42'40" W a distance of 5.00 feet;

Thence N 45°16'09" E a distance of 4.00 feet;

Thence N 44°42'40" W a distance of 45.03 feet;

Thence S 45°16'24" W a distance of 67.05 feet;

Thence N 44°42'44" W a distance of 5.00 feet;

Thence N 45°16'24" E a distance of 75.05 feet;

Thence S 44°42'40" E a distance of 55.03 feet to the **Point Of Beginning**.

Having an approximate area of ±795 Square Feet.

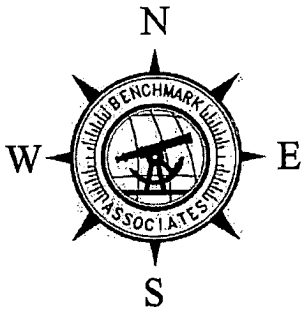
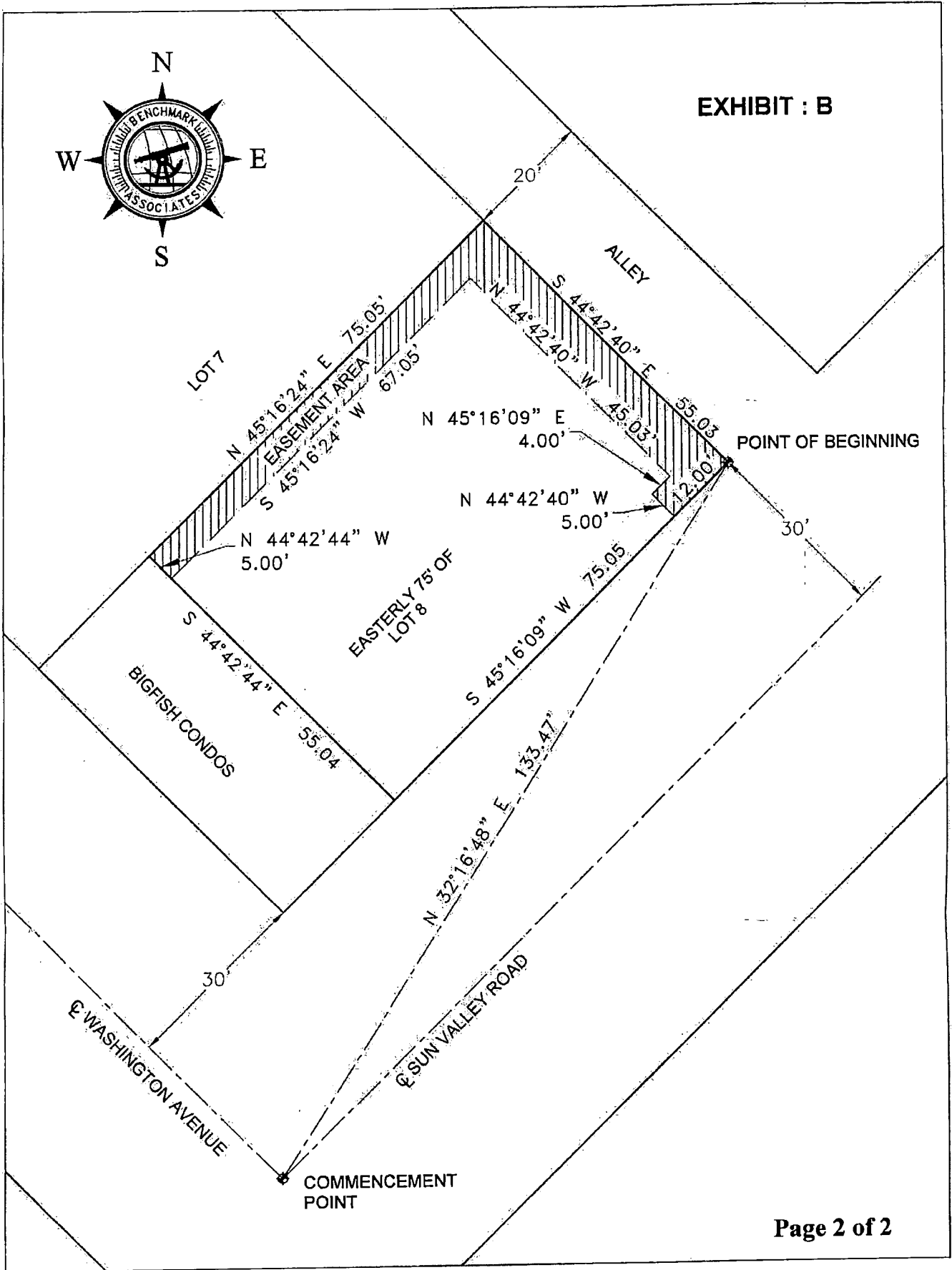


EXHIBIT : B

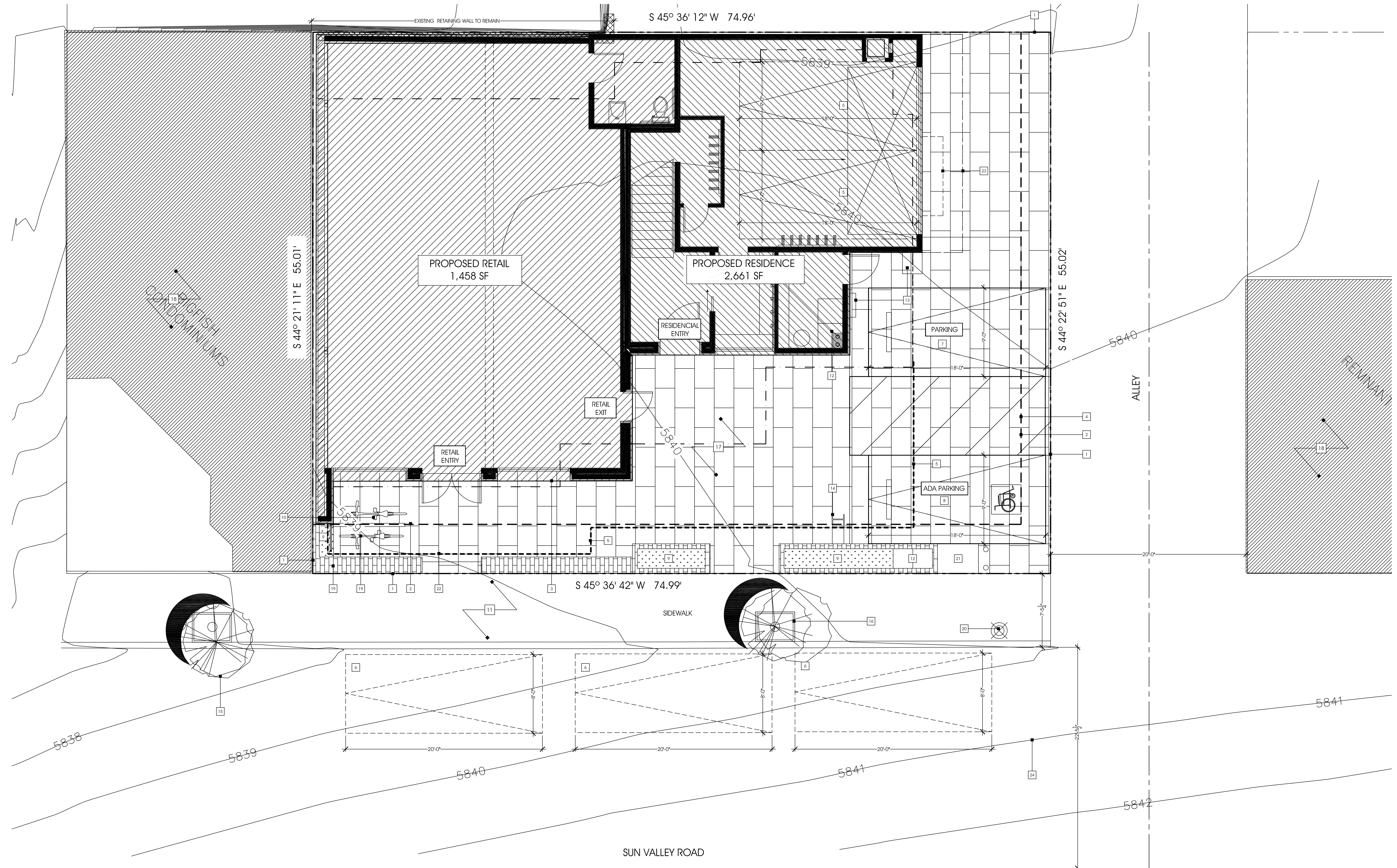


REVISIONS	
1st BUILDING DEP. SUBMITTAL	2017-04-04
REVISIONS	2017-04-10

PHASE	
CONSTRUCTION DOCUMENTS	DATE
	01.19.2016
	JOB NO.
	15-04

SITE PLAN

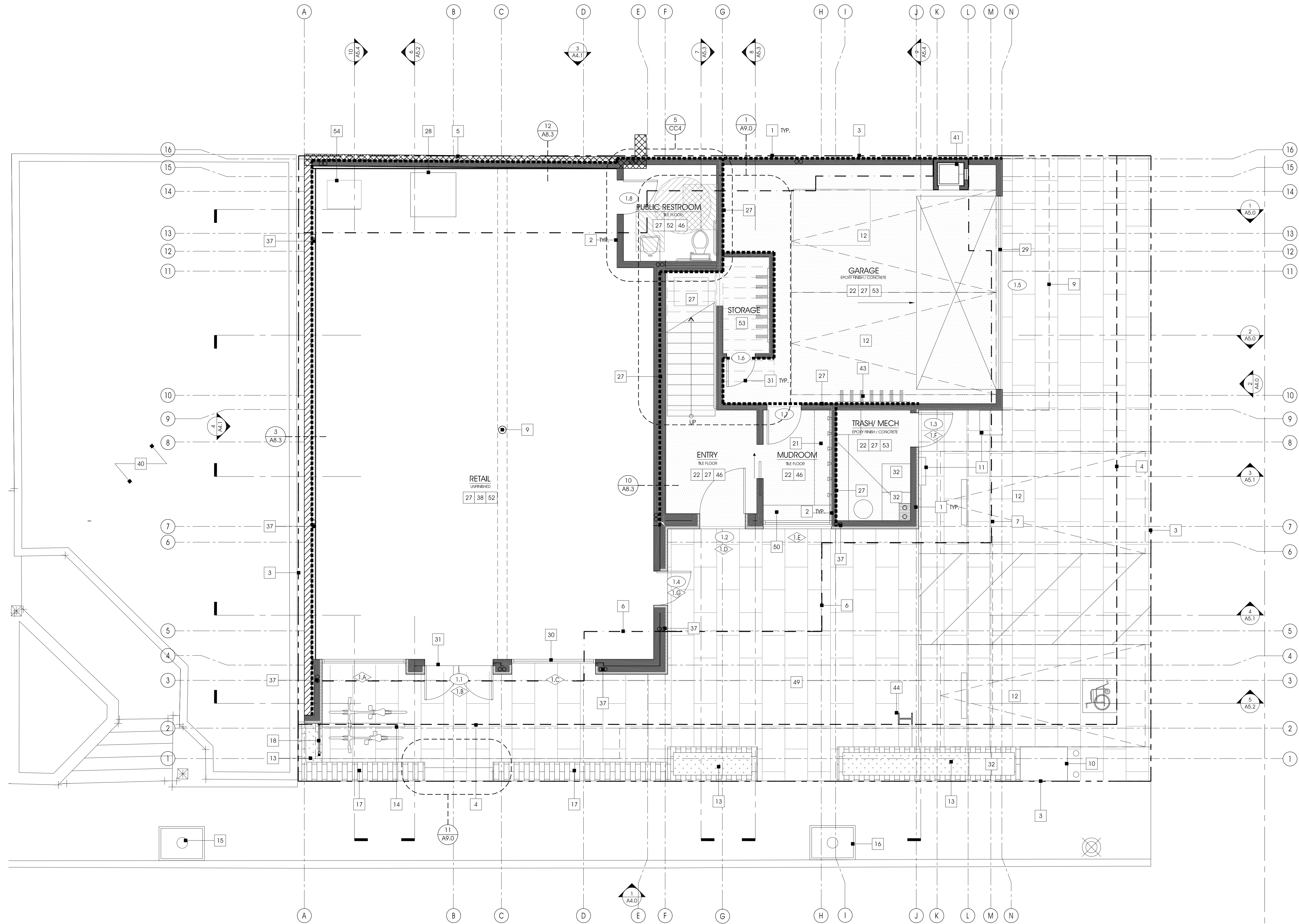
SP1



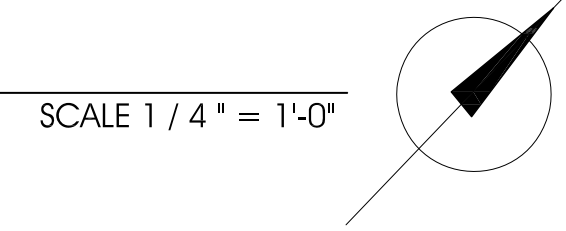
SITE PLAN - FIRST FLOOR

SCALE 1/4" = 1'-0"

LEGEND		KEYNOTES	
	PROPOSED RETAIL	1	PROPERTY LINE
	PROPOSED RESIDENTIAL	2	SETBACK LINE
	ADJACENT BUILDING	3	PROPOSED FIRST FLOOR
	MODULAR CALARIC PAVERS	4	LINE OF ROOF/BUILDING ABOVE
	PROPERTY LINE	5	PARKING SPACES TO BE 9'-0" X 18'-0"
	SETBACK LINE	6	REQUIRED STREET PARKING
	LINE OF ROOF/BUILDING ABOVE	7	REQUIRED OFF-STREET PARKING WITH PAVERS
	OVERHANG ABOVE	8	ADA PARKING WITH PAVERS, SEE SHEET CC1 FOR MORE INFORMATION
	CENTER LINE OF STREET	9	PLANTER PER DETAIL 12 AB.2
	PROPOSED FIRST FLOOR	10	BICYCLE RACK
		11	CITY SIDEWALK
		12	TRASH AND RECYCLING
		13	GAS AND ELECTRIC
		14	STRUCTURAL POST PER PLAN
		15	EXISTING TREE AND GRATE TO REMAIN
		16	NEW "LITTLE LEAF LINDEN" TREE AND GRATE PER DETAIL 10 AB.2
		17	LARGE SCALE NARROW MODULAR "CALARIC" PAVERS IN 12X48 PORCELAIN
		18	ADJACENT BUILDING
		19	NEW SITE BRICK WALL PER DETAIL 2 AB.2
		20	NEW STREET LIGHT TO MATCH EXISTING
		21	TRANSFORMER
		22	SIGNAGE LOCATION ABOVE
		23	OVERHANG ABOVE
		24	EXISTING TOPOGRAPHY LINE PER CIVIL



FIRST FLOOR PLAN



REVISIONS	
1	FOR BUILDING DEPT. SUBMITTAL 2017-04-04
2	REVISIONS 2017-04-10

PHASE
CONSTRUCTION DOCUMENTS

DATE
01.19.2016

JOB NO.
15-04

FIRST FLOOR PLAN

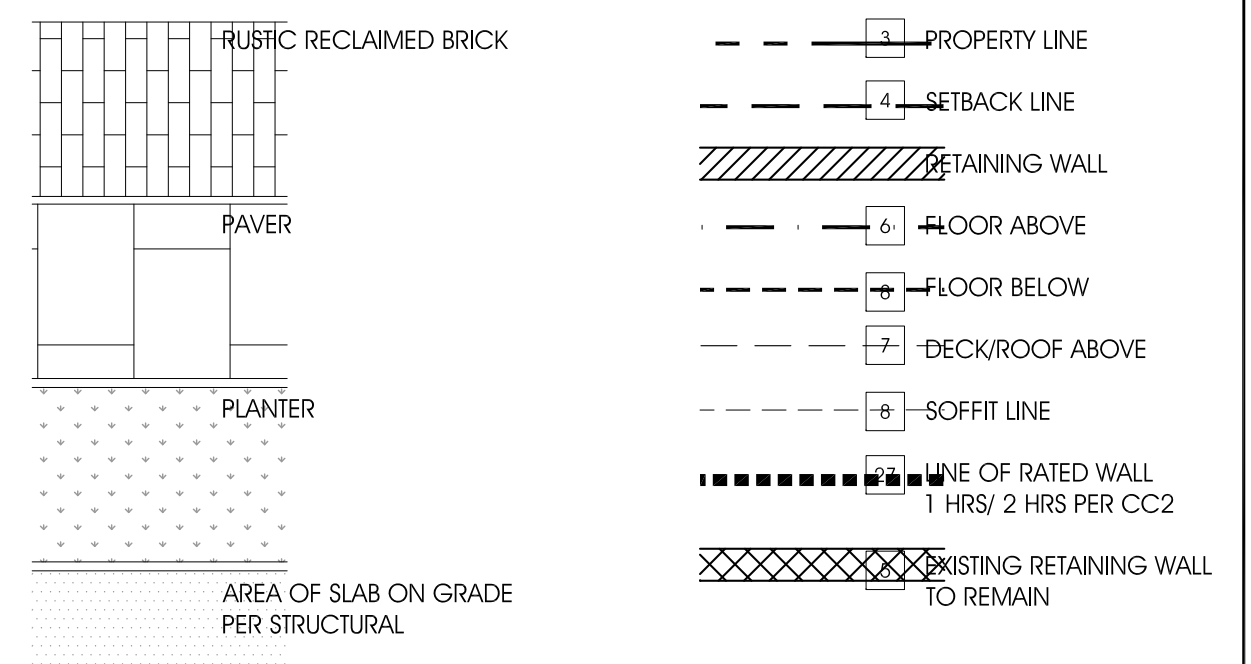
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NOTES

1. WINDOW WELL/LIGHT WELLS THAT INTRUDE INTO SIDE YARD OR BACKYARD SETBACK OF FIVE FEET OR LESS, SHALL REQUIRE A HINGED GRATING COVERING THE WINDOW WELL/LIGHTWELL OPENING. THE GRATING SHALL BE CAPABLE OF SUPPORTING A WEIGHT OF 250 LB PERSON, YET MUST BE ABLE TO BE OPENED BY SOMEONE OF MINIMAL STRENGTH WITH NO SPECIAL KNOWLEDGE, EFFORT OR USE OF KEY OR TOOL.

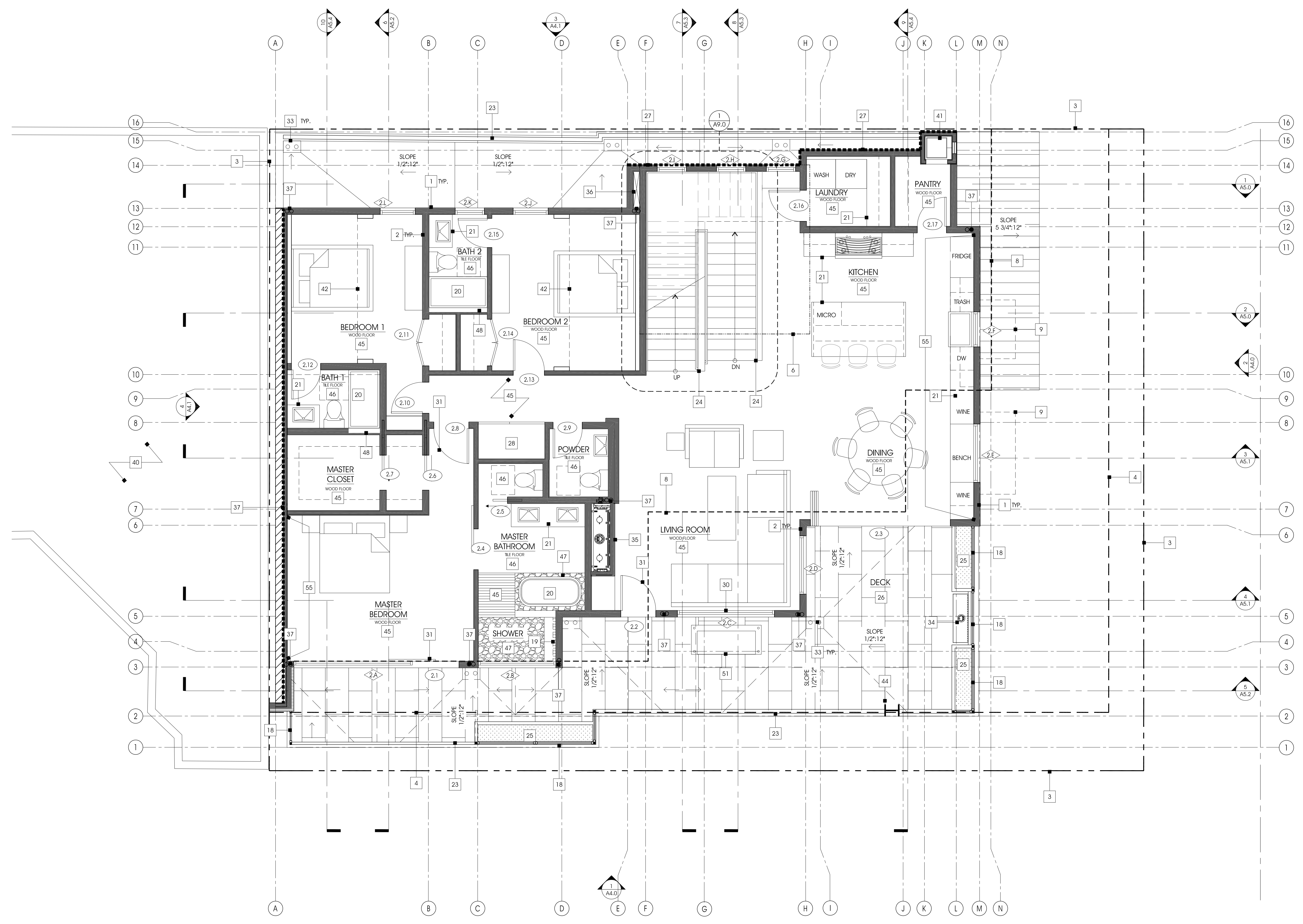
2. FOR TYPICAL WALL PENETRATION SEE DETAILS (5) (AB.1) (2) (AB.3)

LEGEND



KEYNOTES

- 1 EXTERIOR WALL: 2x WOOD STUD FRAMING PER STRUCTURAL W/ R-19 CELLULOSE INSULATION AT 2' X 6, R-13 CELLULOSE AT 2' X 4 WALLS. EXTERIOR FINISH PER EXTERIOR ELEVATIONS (1) 2 LAYERS MIN. GRADE 'D' BUILDING PAPER. INSIDE 'B' GWB LION PER INTERIOR ELEVATIONS.
- 2 INTERIOR WALL: 2x WOOD STUD FRAMING W/ R-19 BATT INSULATION @ 2x6 & R-13 BATT INSULATION @ 2x4. 5/8" GWB THROUGHOUT
- 3 PROPERTY LINE
- 4 SETBACK LINE
- 5 EXISTING RETAINING TO REMAIN, PATCH AND REPAIR AS NEEDED
- 6 LINE OF BUILDING ABOVE
- 7 LINE OF DECK ABOVE
- 8 LINE OF BUILDING BELOW / DECK
- 9 LINE OF SOFFIT/ BEAM/ AWNING ABOVE
- 10 TRANSFORMER PER CIVIL
- 11 GAS AND ELECTRIC LOCATION
- 12 PARKING SPACES TO BE 19' X 9' CLEAR ADA PARKING SEE CC1,CC2 FOR ADA PATH OF TRAVEL
- 13 BRICK PLANTER PER DETAIL (12) (AB.2)
- 14 BIKE RACK FOR COMMERCIAL USE
- 15 EXISTING TREE AND GRATE TO REMAIN
- 16 NEW 'LITTLE LEAF LINDEN' TREE AND GRATE PER DETAIL
- 17 LOW BENCH W/ BRICK TO MATCH FACADE & PRECAST TOP PER DETAIL (2) (AB.2)
- 18 EPOXY FINISH METAL MESH SCREEN & FRAME P/ DETAIL FOR PLANTING W/ LONICERA JAPONICA 'HALIANA' - HALIANA JAPANESE HONEYSUCKLE
- 19 WALK-IN SHOWER. PROVIDE LINEAR TRENCH DRAIN PER DETAIL (20) (AB.0)
- 20 TUB
- 21 BUILT IN CABINERY PER INTERIOR ELEVATIONS APPLIANCE PER OWNER
- 22 HATCH INDICATES CONCRETE SLAB ON GRADE. SLOPE PER CIVIL WHERE OCCURS
- 23 42" HIGH BLACK EPOXY FINISHED STEEL PLATE GUARDRAIL W/ CABLE RAIL PER DETAIL (17) AND (18) (AB.0) (AB.3)
- 24 INTERIOR GUARDRAIL PER DETAIL (4) (AB.0)
- 25 METAL PLANTER BOX PER DETAIL (4) (AB.2)
- 26 BALCONIES & DECK RAISED W/ ADJUSTABLE LOAD BEARING BASALT 24"X24" PAVERS BY STONES UNLIMITED (858-622-0014) EXPOSED TO THE WEATHER AND SEALED UNDERNEATH SHALL BE SLOPED A MINIMUM OF 1/2" PER FOOT FOR DRAINAGE. WATERPROOF DECKING MATERIAL TO BE PROVIDED (OR EQUIVALENT) PER DETAIL (4) (AB.1)
- 27 RATED WALL CONSTRUCTION & CEILINGS OR ATTACHED, GARAGE & UNDER STAIRS PER CC1 & CC2
- 28 MECHANICAL UNIT IN CRAWL SPACE BELOW
- 29 GARAGE DOOR PER SCHEDULE
- 30 WINDOW, TYP. PER SCHEDULE
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- 35 INDOOR FIREPLACE: ORTAL CORNER GAS FIREPLACE MODEL # 170LS, UL # ANSI Z21.88/ CSA 2.33-2014 PER INTERIORS
- 36 MECHANICAL SHAFTS
- 37 ROOF DRAIN IN WALL TO DISCHARGE ON WET WELL PER CIVIL
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- 39 PROPOSED HOT TUB. HOT TUB MAX WEIGHT FILLED 6,000 POUNDS. PROVIDE WATER AND ELECTRICAL
- 40 ADJACENT BUILDING
- 41 RESIDENTIAL DUMBWATER
- 42 LOFT BED MADE OF STEEL AND 1X6 CEDAR W/ STEEL LADDER ON EITHER SIDE PER INTERIORS & DETAIL (14) (AB.3)
- 43 SKI STORAGE RACK PER OWNER
- 44 STRUCTURAL STEEL COLUMN PER STRUCTURAL WITH EPOXY FINISH
- 45 WOOD FLOORING
- 46 TILE FLOORING
- 47 PEBBLES INSET AT BATH AND SHOWER
- 48 RECESSED TILE NICHES PER INTERIORS ELEVATION
- 49 PAVERS PER SITE PLAN
- 50 BUILT IN LOCKERS FOR SKI EQUIPMENTS PER INTERIORS
- 51 SUSPENDED SWINGS W/ HEATER SET PER INTERIORS
- 52 UNFINISHED FLOOR
- 53 EPOXY FINISH CONCRETE FLOOR
- 54 CRAWL SPACE ACCESS 30" X 36"
- 55 INTERIOR WALL WITH BRICK FACE TO MATCH ELEVATIONS



SECOND FLOOR PLAN

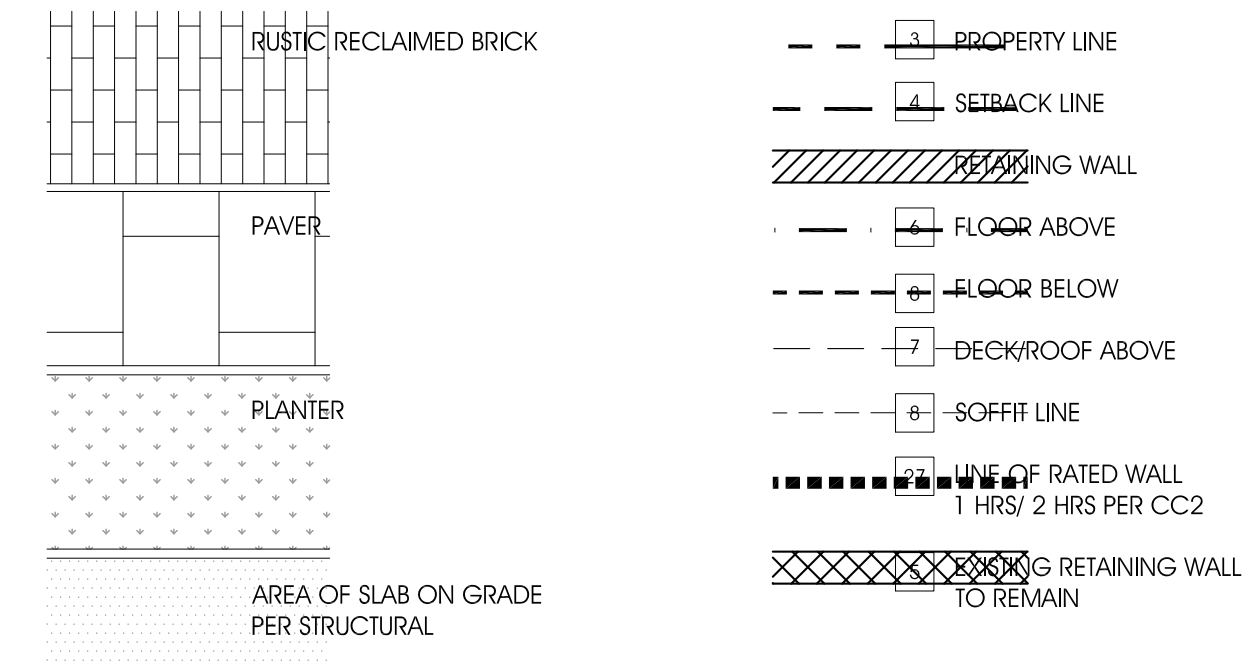
SCALE 1/4" = 1'-0"

NOTES

1. WINDOW WELLS/LIGHT WELLS THAT INTRUDE INTO SIDE YARD OR BACKYARD SETBACK OF FIVE FEET OR LESS, SHALL REQUIRE A HINGED GRATING COVERING THE WINDOW WELLS/LIGHT WELLS OPENING. THE GRATING SHALL BE CAPABLE OF SUPPORTING A WEIGHT OF 250 LB PER SQ. YET MUST BE ABLE TO BE OPENED BY SOMEONE OF MINIMAL STRENGTH WITH NO SPECIAL KNOWLEDGE, EFFORT OR USE OF KEY OR TOOL.

2. FOR TYPICAL WALL PENETRATION SEE DETAILS (5) AB.1 AND (2) AB.3

LEGEND



KEYNOTES

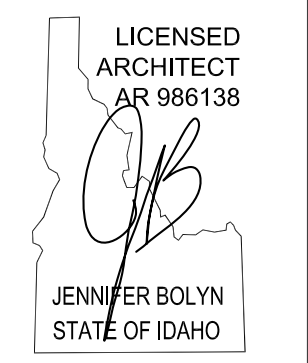
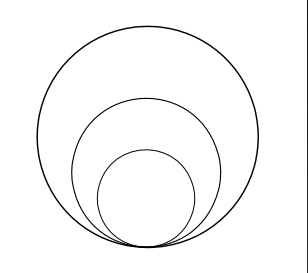
- | | | | | |
|---|---|---|--|--|
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|---|---|---|--|--|

REVISIONS	
1st BUILDING DEP. SUBMITTAL	2017-04-04
REVISIONS	2017-04-10

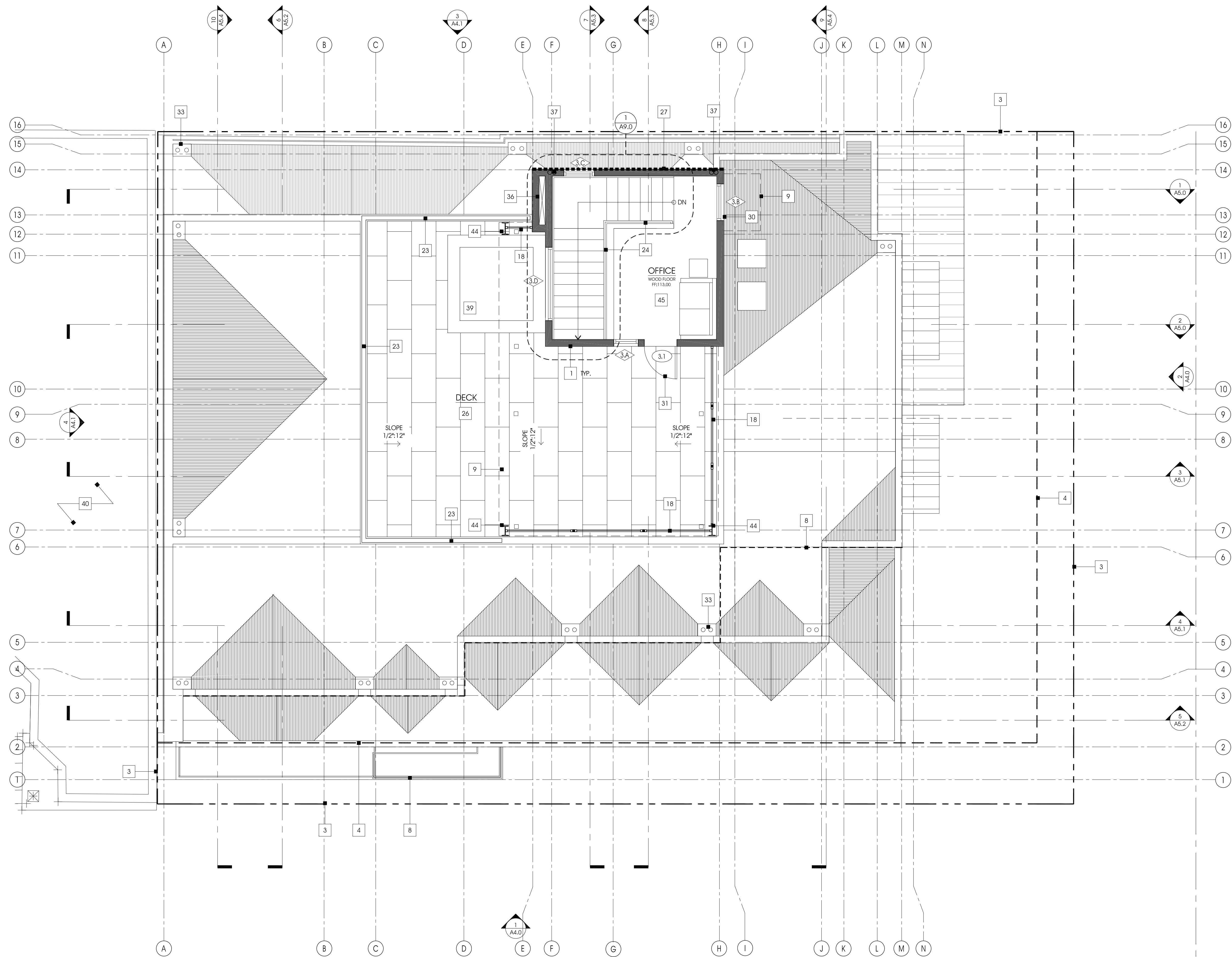
PHASE CONSTRUCTION DOCUMENTS	
DATE	01.19.2016
JOB NO.	15-04

SECOND FLOOR PLAN

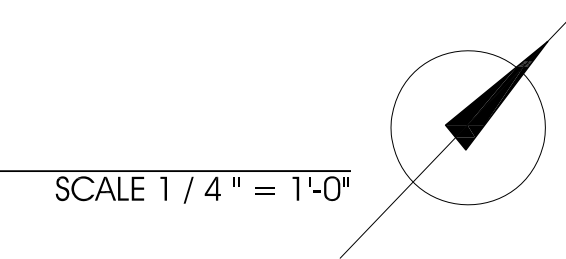
A1.1



Address, design, and construction documents are prepared by the architect and are the property of the architect. The architect assumes no liability for any errors or omissions in these documents. The architect shall not be held responsible for any construction defects or other claims arising from the construction of the project. These documents are prepared in accordance with the provisions of the contract documents and the applicable laws and regulations of the State of Idaho.



THIRD FLOOR PLAN

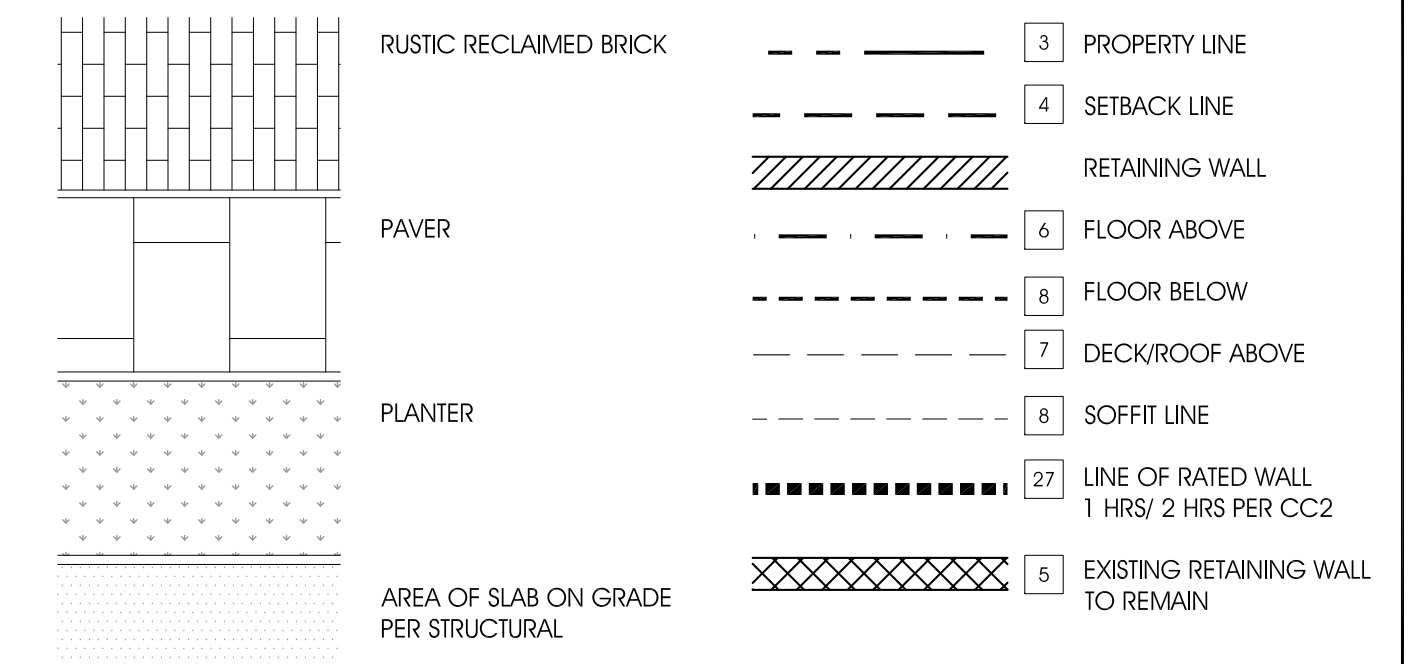


NOTES

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2. FOR TYPICAL WALL PENETRATION SEE DETAILS (5) (AB.1) (2) (AB.3)

LEGEND



KEYNOTES

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- 3 PROPERTY LINE
- 4 SETBACK LINE
- 5 EXISTING RETAINING TO REMAIN, PATCH AND REPAIR AS NEEDED
- 6 LINE OF BUILDING ABOVE
- 7 LINE OF DECK ABOVE
- 8 LINE OF BUILDING BELOW / DECK
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REVISIONS

1st BUILDING DEP. SUBMITTAL	2017-04-04
REVISIONS	2017-04-10

PHASE CONSTRUCTION DOCUMENTS

DATE	01.19.2016
JOB NO.	15-04

ROOF DECK PLAN

Attachment B:
Application Materials –
Preliminary Plat Plan Set

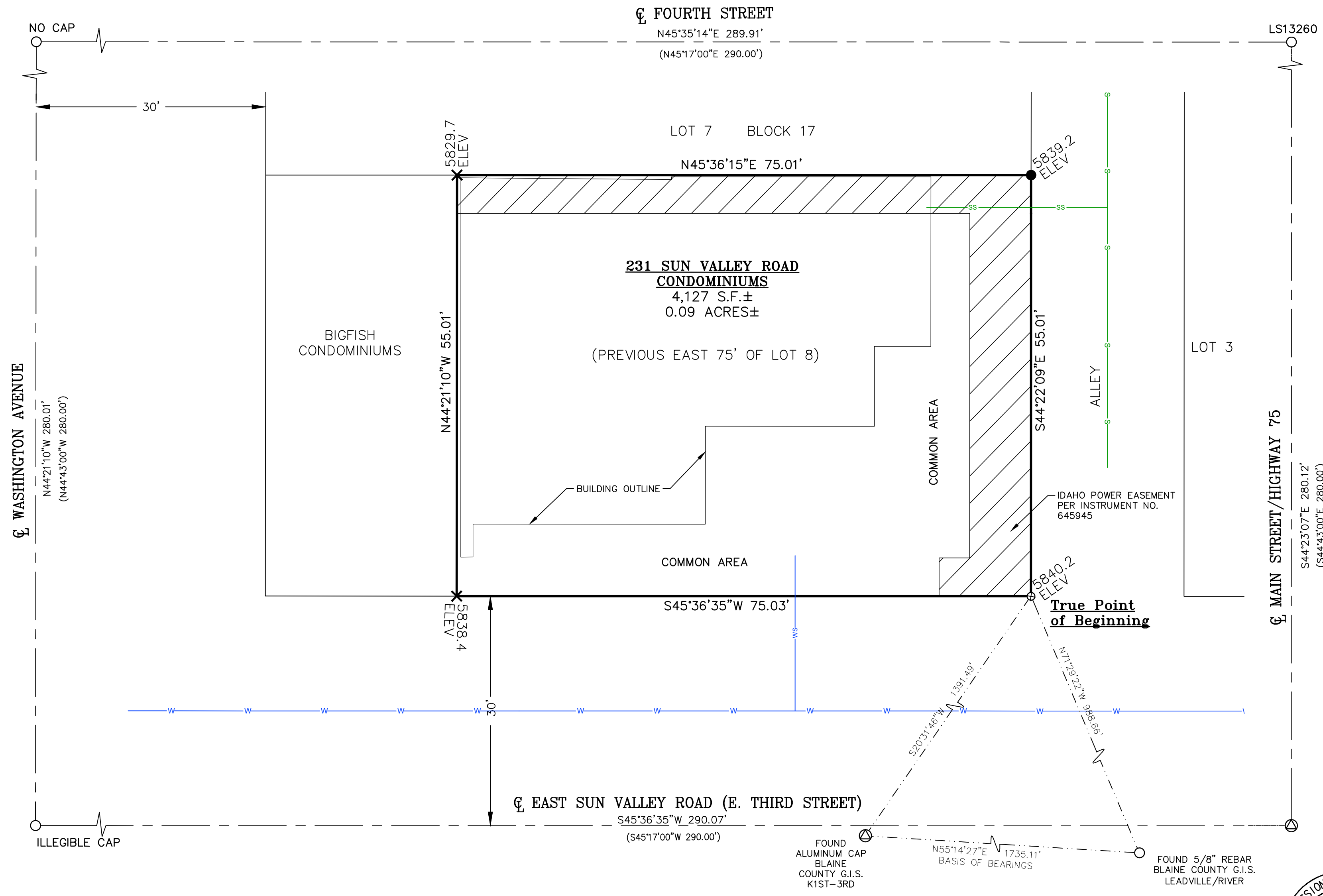
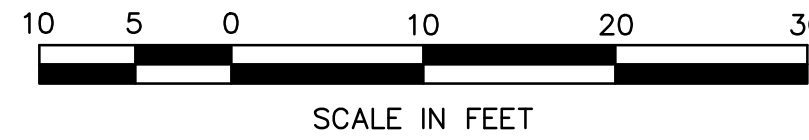
A CONDOMINIUM PLAT SHOWING

231 SUN VALLEY ROAD CONDOMINIUMS

WHEREIN THE EAST 75' OF LOT 8, BLOCK 17, KETCHUM TOWNSITE, IS REPLATTED INTO CONDOMINIUMS AS SHOWN HEREON
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JANUARY 2022

SCALE: 1" = 10'



LEGEND

- Property Boundary
- Adjoining Lot Line
- Right of Way Centerline
- Building Outline at Ground Level
- G.I.S. Survey Tie
- Sewer Main
- Sewer Service
- Water Main
- Water Service
- Idaho Power Easement Per Instrument No. 645945
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Aluminum Cap
- Calculated Point
- Set 5/8" Rebar, P.L.S. 16670
- Corner net set, falls in building
- Record Survey Information Per Instrument No. 524469

SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS SURVEY IS TO SHOW THE MONUMENTS FOUND AND SET DURING THE BOUNDARY RETRACEMENT OF THE EAST 75' OF LOT 8, BLOCK 17, KETCHUM TOWNSITE, INSTRUMENT NUMBER 302967, RECORDS OF BLAINE COUNTY, IDAHO, AND TO CONDOMINIUMIZE SAID PROPERTY AS SHOWN HEREON. ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. LOT CORNER MONUMENTS WERE SET BY BLOCK BREAKDOWN AND PROPORTIONING RECORD DISTANCES.
2. PROPERTY HEREON IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) AS RECORDED UNDER INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
3. VERTICAL DATUM IS ASSUMED. BENCHMARK IS A FOUND 5/8" REBAR AT THE INTERSECTION OF FIFTH STREET AND WASHINGTON AVENUE, ELEVATION = 5831.00.
4. THE BUILDING OUTLINE IS ONLY SHOWN ON THIS PAGE FOR ORIENTATION.
5. REFERENCE IS HEREBY MADE TO THE FOLLOWING DOCUMENTS:
 - A. PLAT OF THE VILLAGE OF KETCHUM, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.
 - B. PLAT OF BIGFISH CONDOMINIUMS, RECORDED AS INSTRUMENT NO. 524469, RECORDS OF BLAINE COUNTY, IDAHO.
6. THE CURRENT ZONING IS COMMUNITY CORE MIXED USE SUBDISTRICT (CC-2). REFER TO THE CITY OF KETCHUM ZONING ORDINANCE FOR SPECIFIC INFORMATION ABOUT THIS ZONE.
7. THE OWNER IS MCINTOSH HOLDINGS, LLC, PO BOX 2320, KETCHUM ID 83340. THE SURVEYOR/REPRESENTATION IS MARK E. PHILLIPS, GALENA ENGINEERING, INC., 317 N. RIVER ST., HAILEY, IDAHO 83333.

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

Date _____

South Central District Health Dept., EHS

**SEE SHEET 2 FOR CONDOMINIUM UNIT
 DIMENSIONS, UNIT TIES AND ADDITIONAL NOTES**

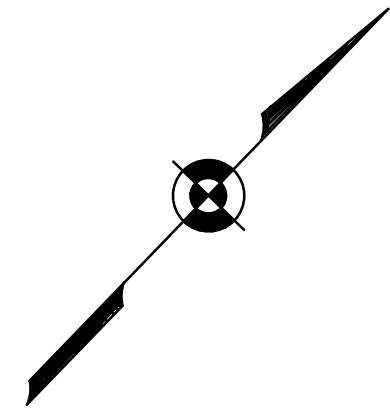


MARK E. PHILLIPS, P.L.S. 16670

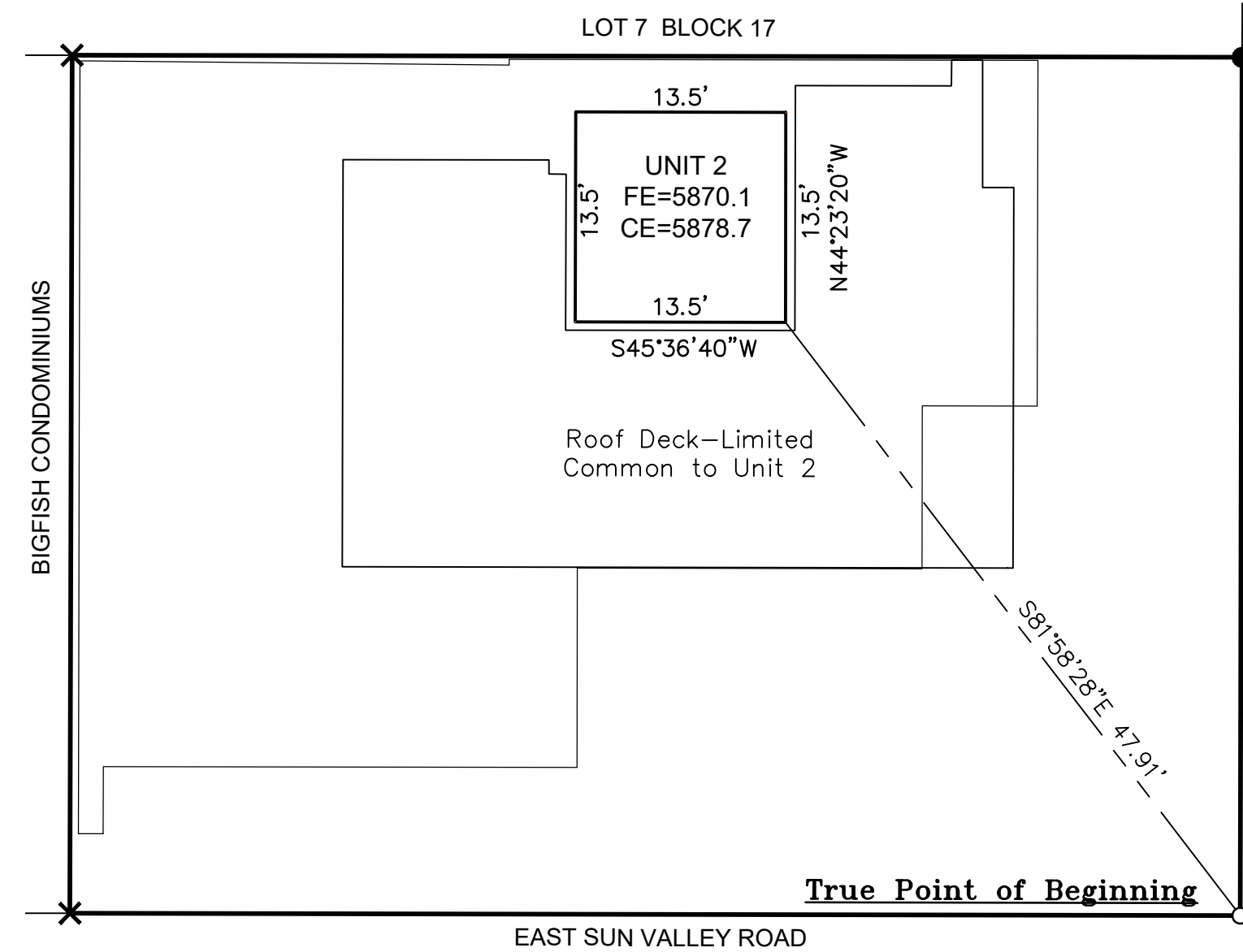
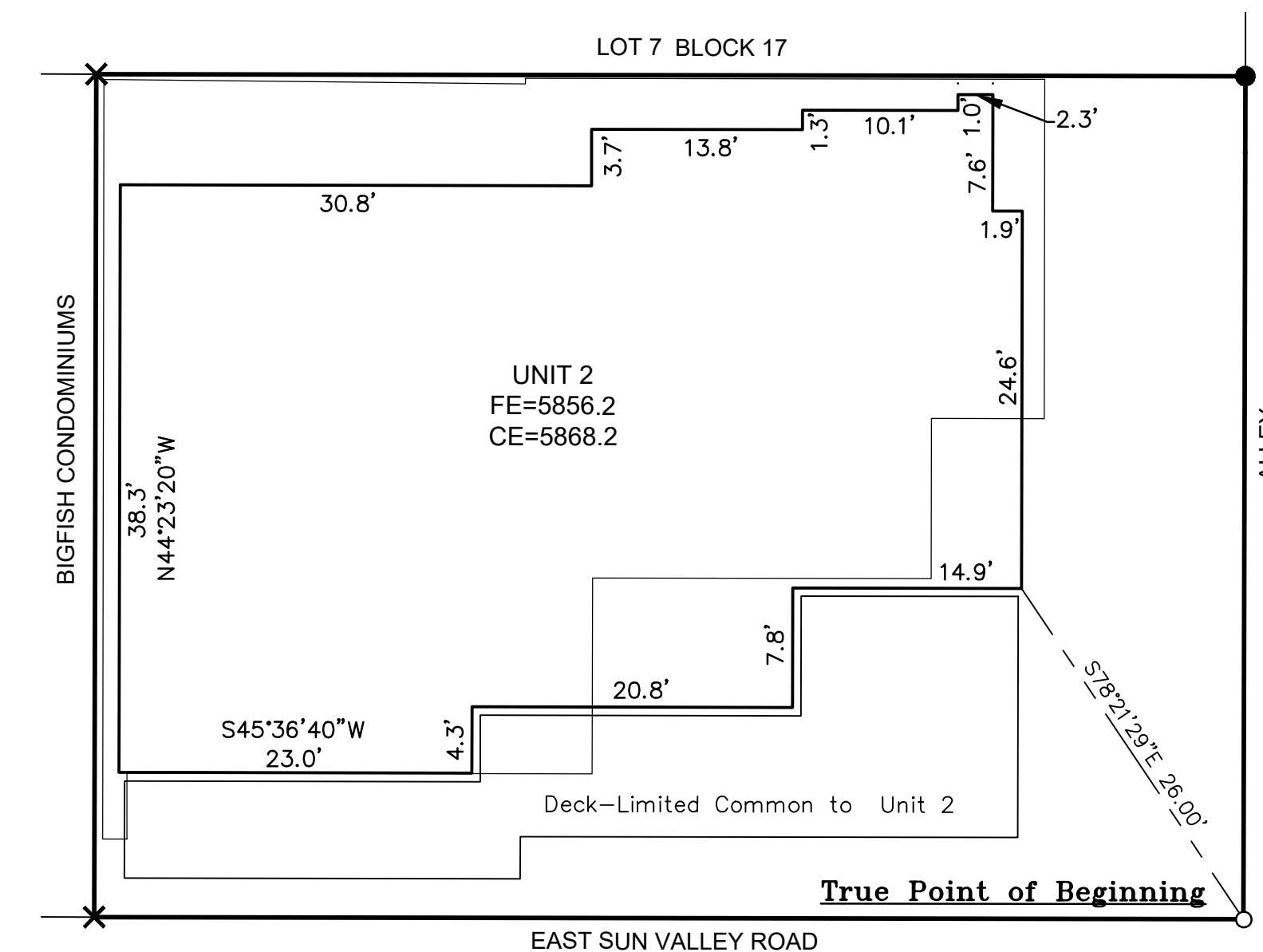
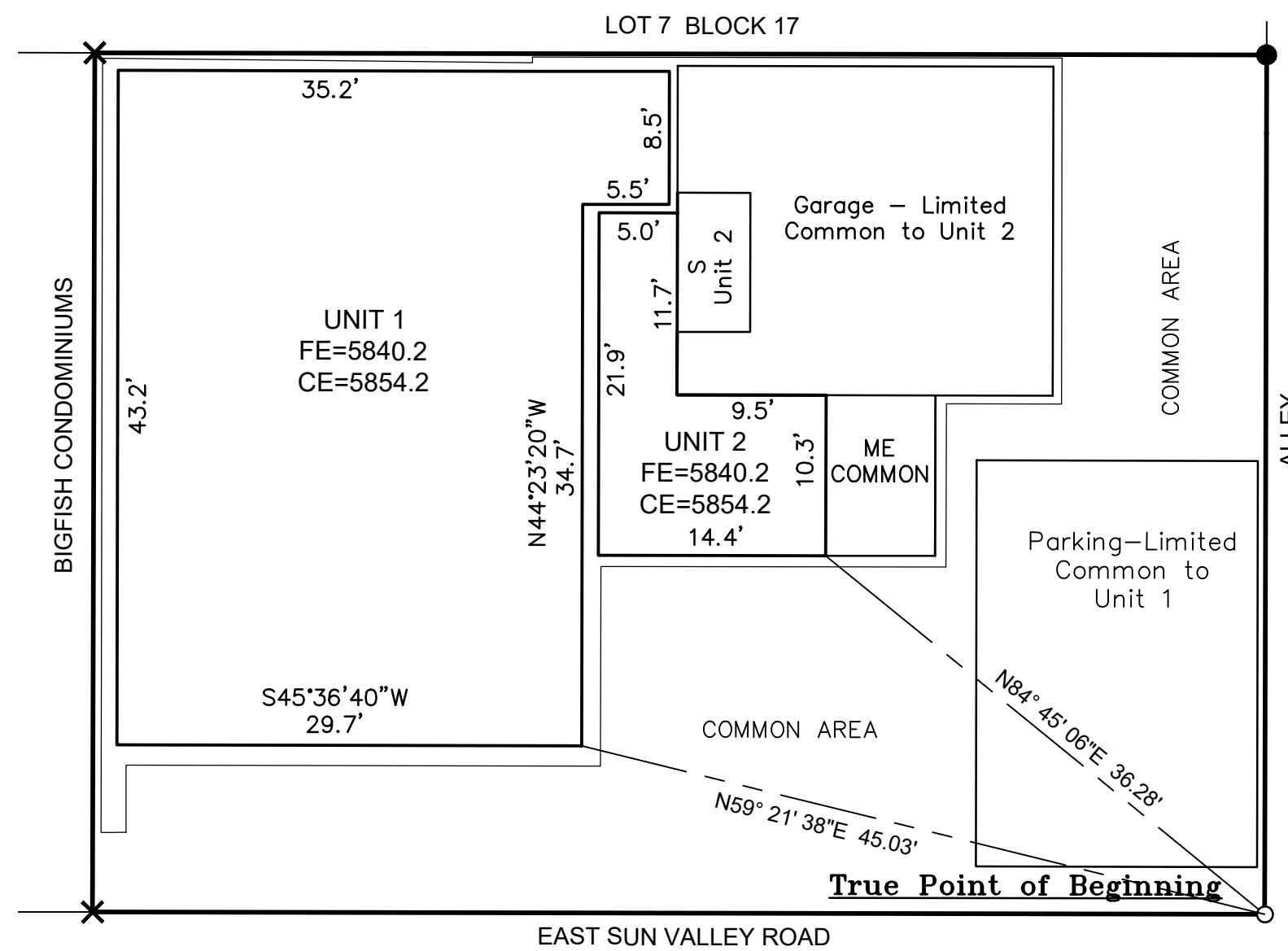
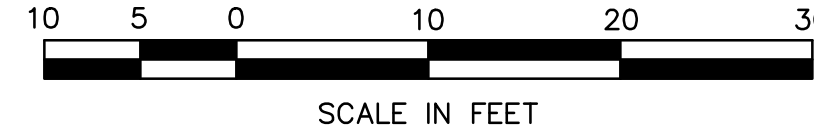
231 SUN VALLEY ROAD CONDOMINIUMS
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 1 OF 3

JOB NO. 7534
 KETCHUM FILE NO. P21-075

A CONDOMINIUM PLAT SHOWING 231 SUN VALLEY ROAD CONDOMINIUMS



SCALE: 1" = 10'



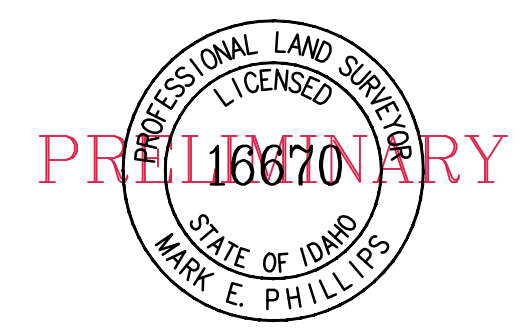
LEGEND

- Property Boundary
- Building Outline at Ground Level
- Unit Outline
- Unit Tie
- Ceiling Elevation Change
- ME Mechanical Area
- CE Ceiling Elevation
- FE Floor Elevation
- S Storage

NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
2. HORIZONTAL PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
3. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
4. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
5. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
6. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
8. NO GARAGE MAY BE CONDOMINIUMIZED OR SOLD SEPARATE FROM THE ASSOCIATED RESIDENTIAL UNITS.

SEE SHEET 1 FOR LOT DIMENSIONS, G.I.S. TIES AND ADDITIONAL NOTES



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

231 SUN VALLEY ROAD CONDOMINIUMS
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 2 OF 3
 JOB NO. 7534
 KETCHUM FILE NO. P21-075

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

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

East 75' of Lot 8, Block 17, Ketchum Townsite

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

It is the intent of the owners to hereby include said condominium property in this plat.

McIntosh Holdings, LLC, An Idaho Limited Liability Company

BY: Leonard H. McIntosh, Manager

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared Leonard H. McIntosh, known or identified to me to be the manager of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State

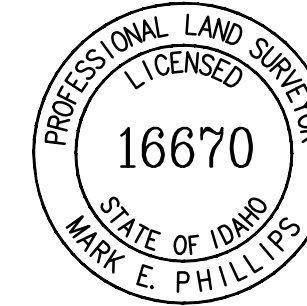
Residing in _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR'S APPROVAL

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

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

Date

KETCHUM CITY ENGINEER'S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2022.

City Engineer

KETCHUM CITY COUNCIL'S APPROVAL

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

By: _____

Date

Certified by City Clerk

By: _____

Date

BLAINE COUNTY TREASURER'S APPROVAL

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

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER'S CERTIFICATE

231 SUN VALLEY ROAD CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 3 OF 3

JOB NO. 7534
KETCHUM FILE NO. P21-075

**Attachment C:
PZ Commission Staff
Report P21-075**



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF FEBRUARY 15, 2022

PROJECT: 231 Sun Valley Rd Condos

FILE NUMBER: P21-075

APPLICATION TYPE: Condominium Subdivision – Preliminary Plat

APPLICANT: Sean Flynn, Galena Engineering

PROPERTY OWNER: McIntosh Holdings, LLC

REQUEST: Condominium Preliminary Plat application to subdivide an existing building into two units and associated common area.

LOCATION: 231 E Sun Valley Rd – E 75 feet of Lot 8, Block 17, Ketchum Townsite

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

REVIEWER: Morgan R. Landers, AICP – Senior Planner

NOTICE: A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on January 19, 2022. The public hearing notice was published in the Idaho Mountain Express and on the city’s website the on January 19, 2022.

I. EXECUTIVE SUMMARY:

The Applicant is proposing to subdivide an existing 4,928 square foot two story building located at 231 E Sun Valley Rd (the “subject property”). The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) on Sun Valley Rd directly southwest of TNT Tap Room, across the alley. The existing building includes one commercial space on the ground floor, currently occupied by “The Mill”. In addition, the building includes one residential dwelling unit with square footage on the first and second floors, and a rooftop deck with access via stairs. Please see the floorplans included in Attachment A for further details.

As discussed in further detail below, the existing residential use is non-conforming as one-family dwellings are not permitted in the CC-2 district. Per Chapter 17.136, a nonconforming use can continue until a change of use occurs and shall not be enlarged or extended. The request for a condominium subdivision of the existing building is not enlarging or extending the non-conforming use per the proposed preliminary plat. Therefore, the subdivision application can be processed provided that all subdivision standards are met.

Except for the residential use, staff believes the project to be in conformance with all requirements of the zoning code and all subdivision requirements for preliminary plats and condominium subdivisions. Please see Attachment C for a full review of all subdivision standards.

II. BACKGROUND:

The first design review approval on the subject property was in 2015 for a 7,826 square foot mixed use building with commercial on the ground floor and two residential units above. That approval expired in 2016 as no requests for extensions were made. The existing building received Design Review approval (P17-004) on May 8, 2017. The approved, and constructed project is a 4,928 square foot two unit building with one commercial unit on the ground floor and one residential unit on the ground and second floors. Per the staff report for the Planning and Zoning Commission (the "Commission") hearing, the preapplication requirement was waived for the project. The proposed building was constructed in 2017/2018 and received a certificate of occupancy in August 2018. During construction, a condominium subdivision preliminary plat application was processed and approved on May 14, 2018. The final plat was never filed, therefore the preliminary plat application expired, and the building was never subdivided for individual unit sale.

The City of Ketchum received the application for a Condominium Subdivision Preliminary Plat for the project on August 18, 2021. The application was deemed complete on January 13, 2022, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on January 18, 2022. The only department to provide comments was the Fire Department as outlined below in the staff report.

Conformance with Zoning Regulations

As mentioned above, the residential use within the existing building is considered a non-conforming use as there is only one residential dwelling unit. At the time of Design Review approval in 2017 (P17-004), the municipal code included four subdistricts within the Community Core. The code permitted "Dwelling, multi-family" uses as a use by right. "Dwelling, One-Family" uses were not permitted in any of the four subdistricts, except that existing non-conforming one-family dwellings could be expanded through with approval of a conditional use permit. In review of the staff report for the original design review approval (P17-004), no analysis of conformance with the District Use Matrix was conducted. An analysis for conformance with the comprehensive plan was conducted, characterizing the proposed project as "Mixed Use" because the project included commercial and residential uses. Although this characterization is correct, "Mixed Use" is not a listed permitted use in the District Use Matrix.

Additionally, the project is not in conformance with our current municipal code. Ordinance 1187, adopted in 2018, made a variety of changes to the zoning code including a consolidation of subdistricts in the community core from four to two. Per the current Ketchum Municipal Code (KMC), residential uses permitted in the CC-2 district have not changed from the prior code and include "Dwelling, multi-family". As previously permitted, existing "dwelling, one-family" uses can be expanded with approval of a conditional use permit. As the existing use is considered non-conforming, the project is subject to KMC Chapter 17.136 – *Nonconforming Uses and Nonconforming Buildings*. Per the KMC, nonconforming uses may be continued provided that the use is "not enlarged or extended so as to increase the degree of nonconformity" (KMC 17.136.050). The condominium subdivision application does not increase or enlarge the use; therefore the condominium subdivision can be approved as long as all subdivision standards are met.

III. CONFORMANCE WITH SUBDIVISION STANDARDS

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. Please see Attachment C for the review of all requirements and standards. Where "N/A" is checked, the standard is not applicable for one of the following reasons or as further stated in the staff comments:

- The standard applies to the creation of new subdivisions, not the subject property, which is an existing platted lot within the Ketchum Townsite.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

Conformance with City of Ketchum Building and Fire Codes

The conversion of an existing unsubdivided building to a condominium building requires evaluation for compliance with the adopted Fire Code and Building Code to ensure that all requirements for life, safety, and construction are met. During department review of the application the building department and fire department conducted a thorough review of the property. As the project was completed in 2018, complete construction sets were available for review. The building official determined that the building as constructed meets the requirements for a structure to be subdivided.

The City of Ketchum Fire Marshall conducted a review of the property and provided a list of items that needed to be addressed including installation of smoke and carbon monoxide detectors, fire extinguishers in various locations, and confirmation of current keys to the building for fire access. The applicant is in full agreement with the requirements and is actively working to address the items. Staff recommends condition of approval #1 to ensure that all required items are addressed fully prior to approval of a Final Plat application.

Staff believes the proposed preliminary plat, as conditioned, meets all the subdivision requirements and standards for a preliminary plat and condominium map.

IV. STAFF RECOMMENDATION

Staff recommends **approval** of the Condominium Subdivision Preliminary Plat application subject to the following conditions:

1. Prior to approval of a Final Plat application for the Sun Valley Rd Condos, an inspection shall be conducted by the City of Ketchum Fire Marshall to verify installation of all required life safety items for all areas of the building. If at the time of inspection, all required items are not installed, the Final Plat application will not proceed to the approval stage until all items are installed and verified by the City of Ketchum Fire Marshall.
2. This preliminary plat application is subject to all conditions of approval for Design Review application P17-004.
3. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

V. RECOMMENDED MOTIONS

Preliminary Plat:

“I move to recommend approval of the 231 Sun Valley Rd Condominium Preliminary Plat application, and adopt the Findings of Fact, Conclusions of Law, and Decision, as it conforms to all applicable subdivision regulations for a preliminary plat and condominium map.”

ATTACHMENTS:

- A. Application Materials – Application and Supporting Documents
- B. Application Materials – Preliminary Plat Plan Set
- C. Draft Findings of Fact, Conclusions of Law, and Decision

**Attachment D:
Draft Findings of Fact,
Conclusions of Law, and
Decision**



**City of Ketchum
Planning & Building**

IN RE:)	
)	
231 Sun Valley Rd Condos)	KETCHUM CITY COUNCIL
Condominium Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: February 22, 2022)	DECISION
)	
File Number: 21-075)	

PROJECT: 231 Sun Valley Rd Condos

APPLICATION TYPE: Condominium Subdivision – Preliminary Plat

FILE NUMBER: P21-075

ASSOCIATED APPLICATIONS: Design Review (P17-004)
Building Permit (B17-066)
Condominium Subdivision Preliminary Plat (P18-050)

REPRESENTATIVE: Sean Flynn, Galena Engineering (engineer)

OWNER: McIntosh Holdings, LLC

LOCATION: 231 E Sun Valley Rd – E 75 feet of Lot 8, Block 17, Ketchum Townsite

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

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for a Condominium Subdivision Preliminary Plat for the project on August 18, 2021. The application was deemed complete on January 13, 2022, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on January 18, 2022.

A public hearing notice for the hearing with the Planning and Zoning Commission (the “Commission”) for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on January 19, 2022. The public hearing notice was published in the Idaho Mountain Express and on the city’s website the on January 19, 2022.

The Commission considered the application for the 231 Sun Valley Rd Condos Condominium Subdivision Preliminary Plat (Application No. P21-075) at their regular meeting on February 15, 2022. After considering Staff's analysis, the applicant's presentation, and public comment, the Commission unanimously recommended approval of the 231 Sun Valley Rd Condos Condominium Subdivision Preliminary Plat application to the City Council.

The City Council considered the application and the recommendation by the Commission at their regular meeting on February 22, 2022 and unanimously approved the application.

BACKGROUND

The Applicant is proposing to subdivide an existing 4,928 square foot two story building located at 231 E Sun Valley Rd (the "subject property"). The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) on Sun Valley Rd directly southwest of TNT Tap Room, across the alley. The existing building includes one commercial space on the ground floor, currently occupied by "The Mill". In addition, the building includes one residential dwelling unit with square footage on the first and second floors, and a rooftop deck with access via stairs.

The first design review approval on the subject property was in 2015 for a 7,826 square foot mixed use building with commercial on the ground floor and two residential units above. That approval expired in 2016 as no requests for extensions were made. The existing building received Design Review approval (P17-004) on May 8, 2017. The approved, and constructed project is a 4,928 square foot two unit building with one commercial unit on the ground floor and one residential unit on the ground and second floors. Per the staff report for the Planning and Zoning Commission (the "Commission") hearing, the preapplication requirement was waived for the project. The proposed building was constructed in 2017/2018 and received a certificate of occupancy in August 2018. During construction, a condominium subdivision preliminary plat application was processed and approved on May 14, 2018. The final plat was never filed, therefore the preliminary plat application expired, and the building was never subdivided for individual unit sale.

Conformance with Zoning Regulations

The existing building is considered a non-conforming use as there is only one residential dwelling unit. At the time of Design Review approval in 2017 (P17-004), the municipal code included four subdistricts within the Community Core. The code permitted "Dwelling, multi-family" uses as a use by right. "Dwelling, One-Family" uses were not permitted in any of the four subdistricts, except that existing non-conforming one-family dwellings could be expanded through with approval of a conditional use permit. In review of the staff report for the original design review approval (P17-004), no analysis of conformance with the District Use Matrix was conducted. An analysis for conformance with the comprehensive plan was conducted, characterizing the proposed project as "Mixed Use" because the project included commercial and residential uses. Although this characterization is correct, "Mixed Use" is not a listed permitted use in the District Use Matrix.

Additionally, the project is not in conformance with our current municipal code. Ordinance 1187, adopted in 2018, made a variety of changes to the zoning code including a consolidation of subdistricts in the community core from four to two. Per the current Ketchum Municipal Code (KMC), residential uses permitted in the CC-2 district have not changed from the prior code and include "Dwelling, multi-family". As previously permitted, existing "dwelling, one-family" uses can be expanded with approval of a conditional use permit. As the existing use is considered non-conforming, the project is subject to KMC Chapter 17.136 – *Nonconforming Uses and Nonconforming Buildings*. Per the KMC, nonconforming uses may be continued provided that the use is "not enlarged or extended so as to increase the degree of nonconformity" (KMC 17.136.050). The condominium

subdivision application does not increase or enlarge the use; therefore, the condominium subdivision can be approved as long as all subdivision standards are met.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant			City Code	City Standards	
Yes	No	N/A			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on August 18, 2021.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Findings</i>	The subdivision application was deemed complete on January 18, 2022.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat. Due to the size of the lot, a scale of 1" = 10 feet better illustrates the site.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "231 Sun Valley Road Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Findings</i>	As shown on Sheets 1 and 3, the owner and subdivider is McIntosh Holdings, LLC. Leonard H McIntosh is the managing member of the LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.	
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 3 of the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	

			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the north, east and west.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat includes spot elevations for the corners of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the outline of the existing building on the site. Sheet 1 also shows all easements, and public rights-of-way including the alley to the east, E Sun Valley Rd to the south, and Washington Ave to the west.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes the square footage and acreage of the lot. Sheet 2 indicates the area of each unit as will be platted for sale.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #6 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	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.
			<i>Findings</i>	Sheet 2 of the preliminary plat outlines all areas intended for common use by future property owners. These areas include but are not limited to parking, mechanical areas, access areas, and storage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	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.
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .16	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.
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	Sheet 2 of the preliminary plat includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	There are no existing mature trees or shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated May 4, 2021, and a warranty deed recorded at Instrument Number 685416 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer.

				<p>All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>
			<i>Findings</i>	<p>Required improvements were identified in the approved Design Review application (P17-004). Additionally, final review and approval of required improvements was completed during the building permit review for the project (B17-066). All improvements were required to be completed prior to issuance of a Certificate of Occupancy (CO). For the existing building, the CO was issued on August 31, 2018. All required improvements have been completed and no additional improvements are required.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<p>Improvement Plans: Prior to approval of final plat by the 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.</p>
			<i>Findings</i>	<p>As outlined in the standard above, all required improvements have been completed and no additional improvements are required.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	<p>As outlined in the standard above, all required improvements have been completed and no additional improvements are required.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

			Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
		<i>Findings</i>	As outlined in the standard above, all required improvements have been completed and no additional improvements are required. All documentation was received. A performance bond for a street light was executed, however, that work has now been complete and the performance bond released.
		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.
		<i>Findings</i>	All monumentation has been completed and documented accordingly. Final monumentation will be recorded at the time the final plat is recorded.
		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.

				<p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	This standard is not applicable as no new lots are being created. The subject property is a portion of a Ketchum Townsite lot that was initially subdivided in 1946, prior to our subdivision regulations being adopted by the city. Therefore, it is considered a legal lot and can be developed per the zoning regulations.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	This standard is not applicable as no new lots or blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;

			<p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p>
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				<p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	This standard is not applicable as no new streets are being created and all public improvements have been completed per the Design Review approval (P17-004) and Building Permit approval (B17-066).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	All public improvements to the alley between Main Street and N Washington Ave. have been completed per the Design Review approval (P17-004) and Building Permit approval (B17-066).
<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</p>

				<p>appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	No new easements are required. As shown on Sheet 1 of the preliminary plat, there is a large Idaho Power utility easement along the north and east portions of the lot.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new sanitary sewer mains are required. The subject property is connected to the City of Ketchum municipal sewer system.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall</p>

				be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new water mains are required. The subject property is connected to the City of Ketchum municipal water system.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<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

				<p>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> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is a condominium subdivision of an existing building and lot. No grading is proposed or required with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	This standard does not apply as this application is a condominium subdivision of an existing building and lot. No drainage improvements are proposed or required with this application.
<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</p>

				streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	All utilities serving the project are underground and were approved in conjunction with the Design Review and Building Permit applications. No changes to utility service are proposed or requested with the preliminary plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant			City Code	Standards
Yes	No	N/A	City Code	Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number. In addition, plat note 8 on Sheet 2 of the preliminary plat indicates that no garage may be condominiumized or sold separate from the associated residential unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the unit 2 has a dedicated storage unit on the ground floor of the building in addition to ample square footage within the unit itself.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	Common area storage for maintenance is provided on the first floor as shown on Sheet 2 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the

				condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	As shown on sheet 2 of the preliminary plat, Unit 2 has a dedicated rooftop deck providing adequate usable space for the residents of the unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			<i>Findings</i>	The project has been reviewed for compliance with all other sections of the subdivision standards as analyzed above. Except for the nonconforming use of the property, all other zoning regulations including dimensional limitations and parking requirements are met with the project.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Condominium Preliminary Plat application for the development and use of the project site.
2. The Council has authority to review and approve the applicant’s Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 231 Sun Valley Rd Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Council **approves** this Condominium Preliminary Plat Application File No. P21-075 this Tuesday, February 22, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Prior to approval of a Final Plat application for the Sun Valley Rd Condos, an inspection shall be conducted by the City of Ketchum Fire Marshall to verify installation of all required life safety items for all areas of the building. If at the time of inspection, all required items are not installed, the Final Plat application will not proceed to the approval stage until all items are installed and verified by the City of Ketchum Fire Marshall.
2. This preliminary plat application is subject to all conditions of approval for Design Review application P17-004.

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

Findings of Fact **adopted** this 22nd day of February 2022.

Neil Bradshaw, Mayor
City of Ketchum, City Council



City of Ketchum

February 17, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Contract 22065 with Granicus for Short-Term Rental Inventory, Compliance and Analytic Services

Recommendation and Summary

Staff is recommending the Council provide authorization to the City to enter into a contract with Granicus for Short-Term Rental Inventory, Compliance and Analytic Services.

"I move to approve Contract 22065, authorizing the City Treasurer to sign the agreement."

Introduction and History

Granicus is software company that provides short-term rental inventory data for municipalities throughout the US. They assist in collecting data such as short-term rental address identification, compliance monitoring, mobile permitting and registration, and rental activity monitoring. They are already established in the state of Idaho, with Hailey and Rexburg, utilizing some of their services. They have provided several demos for staff as well as a personalized proposal showing how they can assist staff address Ketchum's short-term rental data collection and compliance monitoring.

A competitive RFP was solicited from service providers. The city received four total proposals. A staff team rated each proposal based on the firm's experience and proposed scope of service in alignment with city business needs. Granicus was determined to be the top proposer.

Analysis

Other local municipalities, such as Hailey and Rexburg, have entered into contract with Granicus to assist in their short-term rental needs. Granicus will assist staff in gathering data and providing resources to help the City with Ordinance 1230's regulations.

Financial Impact

The cost for Address Identification, Mobile Permitting & Registration and Compliance Monitoring is \$29,809.50. This amount will be recovered via the STR permit fee. Staff plans to schedule the public hearing on March 7th for the new proposed fee.

Attachments

- Attachment A: Contract Proposal 22065
- Attachment B: PO 22065

Short-Term Rental Vendors RFQ				
	LOCALGOV	HARMARI	GOVOS	GRANICUS
Overall	Focuses more on STR local tax compliance rather than safety and registration compliance	Seems to address our STR monitoring needs. Overall impressed with their RFQ submittal as they addressed mostly everything we are looking for	Seems to address our STR monitoring needs. However, RFQ seems to be very general about what they offer to meet our needs.	They are eager to work with us. They have endless tools that would be beneficial for our first year of STR monitoring. Seems the site is straightforward. They have local recommendations (Hailey & Rexburg). They seem to meet all of our needs.
Address Identification	Discovers properties, identifies owners with owner ID and contact info, and monthly reports include address, owner ID, contact info and image capture (12.5)	Yes, via 80+ websites (12.5)	Yes (12.5)	Yes, via 60+ websites (12.5)
Short-Term Rental Compliance Monitoring	Quarterly monitoring report after baseline audit. Price of quarterly reports customized to work with budget (8)	Yes but not sure if it's completely to our policies (10)	Yes completely to our policies (12.5)	Yes completely to our policies (12.5)
Software Implementation	One-time \$1,000 fee for software setup & implementation which includes training); appears to be tax registration software (10)	10 days for registration portal; 30 days for identification phase (12.5)	9 weeks (12.5)	11 Weeks (12.5)
Online Registration	Nothing in RFQ showing online registration for STR permit. Do have online registration for filing and remitting taxes (10)	Yes but seems to be developed by them. Automated Renewal Reminders. Portal has English, Spanish and French (10)	Yes, completely modifiable for our requirements (12.5)	Yes, completely modifiable for our requirements (12.5)
Go-live Timeline	Nothing in RFQ stating timeline (0)	From signature: 10 days for registration portal; 30 days for identification phase; 60 days for outreach phase (12.5)	11 Weeks (12.5)	12 Weeks (12.5)
Case History	Nothing in RFQ offering case history (0)	Each listing / operator has it's own case history that you can add notes to for compliance tracking (12.5)	Does not mention anything about taking notes for each listing (10)	Can add notes for each property (12.5)
Fee Collection	Yes but through their own portal. (0)	Yes via Paypal or through our payment software of choice for an additional fee (12.5)	Yes but doesn't state through what portal (10)	Yes through third party payment processor (12.5)
COST	\$1,000 setup fee plus \$50 per discovery (12.5)	\$18,000 for Address ID and Reporting & \$6,000 for STR Registration Portal; TOTAL \$24,000 . Optional Year 2 \$22,000 and Optional Year 3 \$20,000. If we wish to use XpressBillPay then an additional software development cost of \$125 per hour applies (12.5)	\$17,299 STR Detection, Monitoring and Compliance & \$12,380 for Registration and Permitting System. TOTAL \$29,679 (12.5)	\$16,065 for Address ID, \$5,712 for Registration, \$8,032.50 for Compliance Monitoring. TOTAL \$29,809.50 (12.5)

53%

95%

95%

100%



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22065

To: 5135 GRANICUS DEPT CH - BOX 19634 PALATINE IL 60055-9634	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/16/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	Short-Term Rental Inventory, Compliance, & 22-4910-4200	29,809.50	29,809.50
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		29,809.50

 Authorized Signature



City of Ketchum
Planning & Building

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Ordinance 1232, an Amendment to the City of Ketchum Official District Zoning Map to Change Lot 3 of the Mortgage Row Subdivision from Limited Residential – One Acre (LR-1) to Limited Residential (LR)

Recommendation and Summary

Staff recommends the City Council conduct a public hearing and conduct third reading by title only of Ordinance 1232, an amendment to the Official District Zoning Map for the City of Ketchum.

Proposed Motion: “I move to approve third reading by title only of Ordinance 1232 to amend the Official District Zoning Map, changing Lot 3 of the Mortgage Row Subdivision from (LR-1) Limited Residential – One Acre to Limited Residential, to (LR) Limited Residential.”

Reason for Recommendation:

- The Planning and Zoning Commission (the “Commission”) held a public hearing on December 14, 2021, considered information provided by staff and considered public comment on the application.
- The Commission unanimously recommended approval of the amendment request to the City Council, finding that the map amendment is in conformance with the 2014 Ketchum Comprehensive Plan.

Introduction and Background

Based on analysis of the surrounding area and evaluation of the request against the 2014 Ketchum Comprehensive Plan goals, policies, objectives, and Future Land Use Map (FLUM), staff believes the request meets the comprehensive plan and is supportive of the requested rezone. In the staff report below, staff provides an overview of the history of the Mortgage Row Subdivision, existing conditions of the area, and discussion of conformance with the comprehensive plan. As mentioned above, the Commission heard the request at their regular meeting on December 14, 2021, and recommended approval of the amendment following limited discussion. The staff report and analysis of the request is included in Attachment B.

This is the third reading of Ordinance 1232, included as Attachment A. Unless subsequent readings are waived at the discretion of the City Council, the third reading will be scheduled for the next meeting of the City Council.

The Applicant is requesting to rezone Lot 3 of the Mortgage Row Subdivision, located at 104 Neils Way (the “subject property”) to Limited Residential (LR). The subject property is currently zoned Limited Residential – One Acre (LR-1) and includes an existing single family dwelling unit built in 1950 and a detached garage. The property owner currently owns and resides at the adjacent property, 106 Neils Way. As described in the cover letter included in Attachment C, the applicant intends to demolish the existing dwelling unit on the subject property and build a new single family dwelling unit designed to meet accessibility needs with a detached garage including a shop, accessory dwelling unit, and personal art studio.

The Mortgage Row Subdivision was annexed into the City of Ketchum from unincorporated Blaine County in 1993. At that time, the lots were assigned the zoning designation of Limited Residential One Acre (LR-1). The Mortgage Row Subdivision is primarily comprised of single-family dwellings, however there are some multi-family and commercial uses including a retail store and gas station, auto-related uses, and commercial storage. Lots in the subdivision range in size from +/- 12,000 to 35,000 sq ft.

At the time of annexation, all lots were non-conforming due to lot size and some lots contained non-conforming structures due to setback requirements from Highway 75. Over time, the area

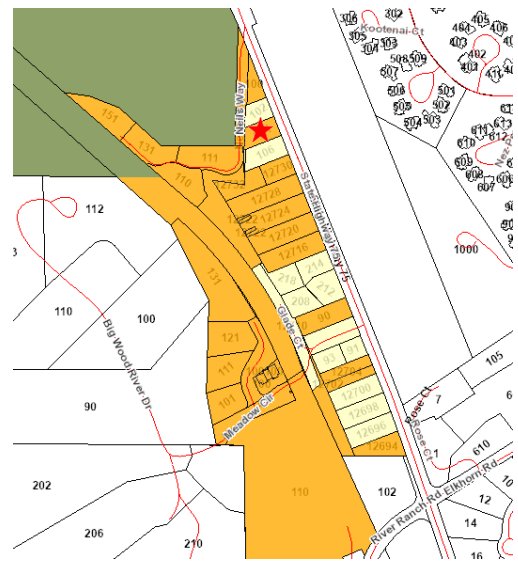


Figure 1: Mortgage Row Area Zone District Map

has seen some subdivision of property and amendments to the zone district map. Figure 1 to the right shows the current zone district map of the Mortgage Row area. Orange indicates properties zoned LR-1, and yellow indicates properties zoned LR. The subject property is on the northern end of the area and notated by a red star. As shown in the figure, the properties on either side of the subject property are zoned LR as are other lots fronting Highway 75.

Analysis

The analysis of the request is included in the December 14, 2021 Planning and Zoning Commission staff report (Attachment B).

Planning Commission Action

At their regular meeting on December 14, 2021, the commission held a public hearing to review information provided by staff, hear remarks from the applicant, and hear public comment. Although no public comment was provided during the hearing, there were letters of support

for the application from neighbors included in the packet materials. The Commission acknowledged that although the request was an up zone of the property, the requested zone district of LR is still compatible with the comprehensive plan and contextually appropriate with the area. The Commission also acknowledged that the requested zone district would provide additional design flexibility and may facilitate the construction of a new accessory dwelling unit. Following deliberations, the Commission voted unanimously to recommend approval of the request to City Council.

Sustainability

The approval of Ordinance 1231 does not inhibit the City's ability to achieve the goals of the 2020 Ketchum Sustainability Action Plan.

Financial Impact

No financial resources from the City of Ketchum are required for this request.

Attachments

- A. Ordinance 1232
- B. December 14, 2021 Planning and Zoning Commission Staff Report
- C. Application Materials

Attachment A: Ordinance 1232

ORDINANCE NO. 1232

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF LOT 3 OF THE MORTGAGE ROW SUBDIVISION FROM LIMITED RESIDENTIAL – ONE ACRE ZONING (LR-1) TO LIMITED RESIDENTIAL (LR) ZONING; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the District Zoning Map pursuant to Idaho Code § 67-6511; and

WHEREAS, pursuant to Ketchum City Code §17.152.030, the applicant initiated a request to amend the District Zoning Map to rezone Lot 3 of the Mortgage Row Subdivision from the Limited Residential One Acre (LR-1) Zoning District to the General Residential Low Density (GR-L) Zoning District; and

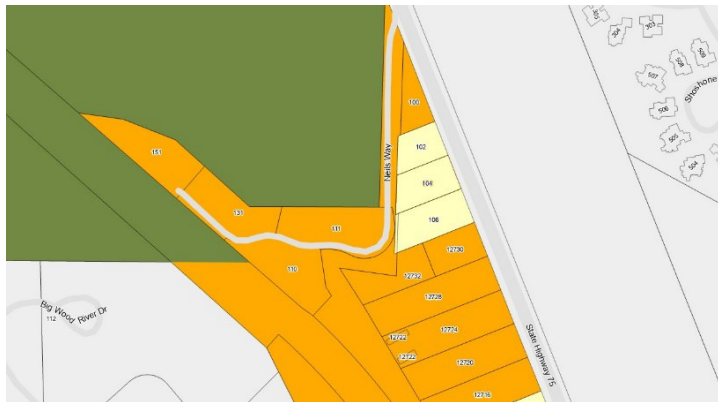
WHEREAS, on December 14, 2021, the Planning and Zoning Commission held a public hearing, considered information presented by staff and the applicant, and unanimously made a recommendation of approval to the City Council of the request to amend the District Zoning Map; and

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and any comments from the public at a public hearing on January 18, 2022, determined that the requested rezone from LR-1 to LR is in conformance with the 2014 Ketchum Comprehensive Plan and approved the amendment to the District Zoning Map:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM:

Section 1: AMENDMENT TO DISTRICT ZONING MAP:

Lot 3 of the Mortgage Row Subdivision shall be changed from Limited Residential – One Acre (LR-1) Zoning District to Limited Residential (LR) and the following map amendment shall be made to the District Zoning Map:



- Zoning**
- Zoning Districts**
- AF Agricultural & Forestry
 - CC Community Core (See Inset)
 - GR-H General Residential High Density
 - GR-L General Residential Low Density
 - LI-1 Light Industrial 1
 - LI-2 Light Industrial 2
 - LI-3 Light Industrial 3
 - LR Limited Residential
 - LR-1 Limited Residential 1 Ac.
 - LR-2 Limited Residential 2 Ac.
 - RU Recreation Use
 - STO-1 Short Term Occupancy 1 Ac
 - STO-4 Short Term Occupancy .4 Ac
 - STO-H Short Term Occupancy High Density
 - T Tourist
 - T-3000 Tourist 3000
 - T-4000 Tourist 4000

Section 2. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 3. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached hereto as Exhibit A, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this _____ day of _____ 2022.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick, City Clerk

EXHIBIT A: PUBLICATION SUMMARY

ORDINANCE NO. 1232

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF LOT 3 OF THE MORTGAGE ROW SUBDIVISION FROM LIMITED RESIDENTIAL – ONE ACRE ZONING (LR-1) TO LIMITED RESIDENTIAL (LR) ZONING; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1232 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2022, is as follows:

- SECTION 1.** Amends the Ketchum District Zoning Map to change Lot 3 of the Mortgage Row Subdivision from Limited Residential – One Acre (LR-1) Zoning District to Limited Residential (LR).
- SECTION 2.** Provides a repealer clause.
- SECTION 3.** Provides a savings and severability clause.
- SECTION 4.** Provides for publication of this Ordinance by Summary.
- SECTION 5.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

Tara Fenwick, City Clerk

Neil Bradshaw, Mayor

Attachment B:
December 14, 2021
P&Z Commission
Staff Report



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF DECEMBER 14, 2021

- PROJECT:** 104 Neils Way Rezone
- FILE NUMBER:** P21-057
- APPLICATION TYPE:** Amendment to the Official Zone District Map (Rezone)
- REPRESENTATIVE:** Mark Reitinger (Owner)
- PROPERTY OWNER:** Mark Reitinger
- REQUEST:** Request for a zoning map amendment to change the applicable zone district of 104 Neils Way from Limited Residential – One Acre (LR-1) to Limited Residential (LR).
- LOCATION:** 104 Neils Way – Lot 3, Mortgage Row Subdivision
- ZONING:** Limited Residential – One Acre (LR-1)
- REVIEWER:** Morgan R. Landers, AICP – Senior Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on November 24, 2021. The public hearing notice was published in the Idaho Mountain Express and the city’s website on November 24, 2021. A notice was posted on the project site on November 24, 2021.

SUMMARY

The Applicant is requesting to rezone Lot 3 of the Mortgage Row Subdivision, located at 104 Neils Way (the “subject property”) to Limited Residential (LR). The subject property is currently zoned Limited Residential – One Acre (LR-1) and includes an existing single family dwelling unit built in 1950 and a detached garage. The property owner currently owns and resides part time at the adjacent property, 106 Neils Way. As described in the cover letter included in Attachment A, the applicant intends to demolish the existing dwelling unit on the subject property and build a new single family dwelling unit designed to meet accessibility needs with a detached garage including a shop, accessory dwelling unit, and personal art studio.

Based on analysis of the surrounding area and evaluation of the request against the 2014 Ketchum Comprehensive Plan goals, policies, objectives, and Future Land Use Map (FLUM), staff believes the request meets the comprehensive plan and is supportive of the requested rezone. In the staff report below, staff provides an overview of the history of the Mortgage Row Subdivision, existing conditions of the area, and discussion of conformance with the comprehensive plan.

BACKGROUND

The City of Ketchum received the application for amendment to the zone district map on June 22, 2021. The application was deemed complete on October 14, 2021, after one review for completeness. As outlined above,

the application has been properly noticed per the requirements of the Ketchum Municipal Code Chapter 17.152 – *Amendment and Reclassification*.

The Mortgage Row Subdivision was annexed into the City of Ketchum from unincorporated Blaine County in 1993. At that time, the lots were assigned the zoning designation of Limited Residential One Acre (LR-1). The Mortgage Row Subdivision is primarily comprised of single-family dwellings, however there are some multi-family and commercial uses including a retail store and gas station, auto-related uses, and commercial storage. Lots in the subdivision range in size from +/- 12,000 to 35,000 sq ft.

At the time of annexation, all lots were non-conforming due to lot size and some lots contained non-conforming structures due to setback requirements from Highway 75. Over time, the area has seen some subdivision of property and amendments to the zone district map. Figure 1 to the right shows the current zone district map of the Mortgage Row area. Orange indicates properties zoned LR-1, and yellow indicates

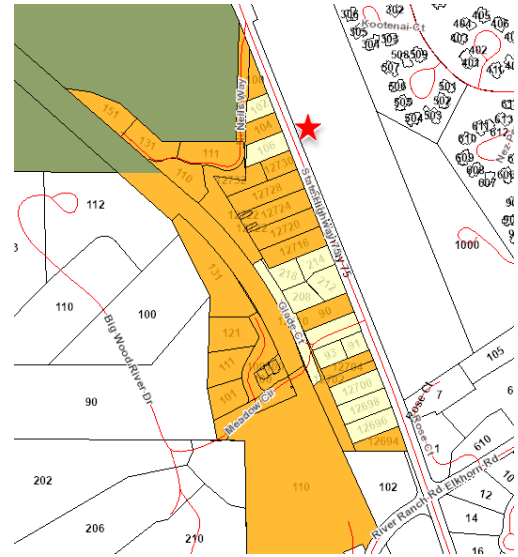


Figure 1: Mortgage Row Area Zone District Map

properties zoned LR. The subject property is on the northern end of the area and notated by a red star. As shown in the figure, the properties on either side of the subject property are zoned LR as are other lots fronting Highway 75.

ANALYSIS

According to Idaho Statute, the city should consult the adopted comprehensive plan when considering amendments to the zoning ordinance and official zoning map. The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. Amendments to the zoning ordinance, including amendments to the zone district map, require a public hearing with both the Planning and Zoning Commission and City Council for approval. To evaluate the rezone request, staff compared the two zone districts to determine the potential changes facilitated by the rezone and compared those changes to the goals, policies, and Future Land Use Map (CLUM) of the plan. Below is staff’s analysis of each.

Zone District Comparison

The permitted uses in the LR and LR-1 zone districts are identical. The substantive changes between the two districts are in the dimensional limitations. On the following page is a table outlining the difference between the two zone districts. All dimensional limitations are the same except for lot area, lot width, setbacks from Highway 75, and maximum building coverage.

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Table 1: Zone District Comparison Chart

	Existing Zone District: Limited Residential One Acre (LR-1)	Requested Zone District: Limited Residential (LR)
Minimum Lot Size	1 acre	9,000 sq ft
Average Width of Lot	100 ft	80 ft
HWY 75 Setbacks	80 ft	Where the street width is 66 ft, all buildings shall be set back a minimum of 32 ft. Where the street width is 80 ft, all buildings shall be set back a minimum of 25 ft.
Front Setback	15'	15'
Side Setback	> of 1' for every 2' in building height, or 10'	> of 1' for every 2' in building height, or 10'
Rear Setback	20'	20'
Maximum Building Coverage	25%	35%
Building Height	35'	35'

Dimensional limitations serve to manage the location and size of buildings on a piece of property. In general, the LR zone district is less restrictive than LR-1. The change would allow for a greater buildable area with a larger amount of square footage permitted. Below is a discussion of potential outcomes of the rezone based on changes in dimensional limitations:

- Minimum lot area and minimum lot width – No change anticipated - although the minimum lot area would decrease from one acre to 9,000 square feet, further subdivision of the property would not be permitted. The minimum lot width in the LR zone is 80 feet and the width of the subject property is 100 feet. A minimum width of 160 feet would be needed to subdivide the property into two lots. As discussed earlier in the staff report, the applicant owns the subject property and the adjacent lot to the south. Lot consolidation is a potential, however, that potential exists with the current zoning and would not change with the requested rezone.
- Maximum Building Coverage – change anticipated – The total lot area is 17,380 square feet. Under the current zoning, a total of 4,345 square feet of lot coverage is permitted. If the rezone were approved, 6,083 square feet of lot coverage would be permitted, a 40% increase. Although this is a change, staff believes the change to be minimal as the rezone does not create changes to the permitted building height or side setbacks to adjacent properties. Changes to building height and setbacks would create a greater impact on surrounding properties than an increase in lot coverage.
- Highway 75 setback – change anticipated – Currently, the required setback from Highway 75 is 80 feet. All existing structures on the property are fully within the 80-foot setback, therefore, no additions to the existing structures are permitted as additions would increase the non-conformity of the structures. Reducing the setback to 32 feet could facilitate an addition to the existing structure, however, that is not the stated intent of the applicant. The applicant’s intent is to demolish the existing structures and redevelop the property. Under the current zone district, redevelopment of the property would require structures be placed 80 feet or more from Highway 75. Under the requested zoning, structures could be placed 32 feet from Highway 75, increasing the amount of buildable area on the site and decreasing the distance from Highway 75 to structures. Although this may seem a large concession, most properties along Highway 75 in this area are within the 80-foot setback. For example, the structures existing on the subject property are set back approximately 35 feet. To the north and south, there are only three properties along Highway 75 that meet the 80-foot setback requirement. Therefore,

redevelopment of the property under the LR zone district would not result in a development pattern out of character or scale for this neighborhood.

In summary, although redevelopment of the property will look much different from what exists on the property today, the difference between what is currently permitted and what would be permitted under the requested zone district is minimal.

Conformance with the Comprehensive Plan

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a FLUM that identifies possible future land uses for properties to achieve desirable land use patterns for the city. To support an application for rezone, staff must determine that the rezone forwards the goals and objectives of the Comprehensive Plan and aligns with the future vision for the property as designated in the FLUM.

The plan has limited references to the Mortgage Row neighborhood other than callouts in the buildout analysis, however, the plan includes goals and policies in Chapter 3: *Housing* and Chapter 4: *Community Design and Neighborhoods* that relate to the proposed application.

- *Chapter 3: Housing* - Policy H-1.5 Accessory Dwelling Units - The community will continue to support and encourage construction of accessory dwelling units within residential areas as a means to provide affordable housing.
 - Accessory dwelling units are a permitted accessory use in both the current and requested zone districts. However, the current setback requirement of 80 feet from Highway 75 limits the area that new structures can be located. A reduced setback from Highway 75 would provide for more design flexibility to accommodate an accessory dwelling unit on the property.
- *Chapter 3: Housing* - Policy H-3.3 Housing Designs and Floor Plans for an Aging and Special Needs Populations - The City should encourage new housing units and the retrofit of existing units, with basic accessibility features, such as zero-step entrances, doorways with wider clear passage, and first-floor bedrooms and bathrooms with maneuvering room for people with mobility limitations.
 - The applicant has indicated that a change in the zoning would allow for more design flexibility to accommodate a new home that meets their accessibility needs. Residences desirable for an aging population often utilize a ranch style type of design, one story that occupies a larger footprint on the property. Due to the large size of the lot, staff believes that redevelopment of the property with the desired outcomes is possible under the current zone district, but the requested zone district allows for more design flexibility for a variety of potential floor plans and layout of the property with primary and accessory uses.
- *Chapter 4: Community Design and Neighborhoods* - Policy CD-1.3 Compatible Infill and Redevelopment Projects Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style.
 - As discussed in the comparison of the zone districts, the zone change would not result in a development pattern out of context with the surrounding neighborhood as many of the properties have reduced setbacks to Highway 75 with the same or similar limitations on building height, side setbacks and lot coverage.
- *Chapter 4: Community Design and Neighborhoods* - Policy CD-3.2 Transitional Residential Development Compatible with the Rural Landscape - Transitional residential areas at the fringe of the city or within the Area of City Impact should include rural design elements or be clustered to maintain the rurallandscape.
 - The change of zone district does not increase the density of the property or change the intensity of the use above what is permitted today. The Mortgage Row area is a transitional residential area

indicative of large lots with single family dwelling units and detached garages. The area as a whole is a cluster of residential development surrounded by Weyyakin Ranch to the east, Reinheimer Ranch to the north, and large lot residential to the west. A change in the zone district for this property maintains the rural landscape of the area and does not impact the role the neighborhood plays as a transitional residential development area south of town.

The FLUM of the Plan designates the entirety of Mortgage Row Subdivision as “Medium Density Residential”. Primary uses in the Medium Density Residential area include a broad variety of residential types, including “single-family residences, duplexes, and other attached-unit types”. Secondary uses include supporting and complementary uses to residential development, such as accessory dwelling units, community gardens, open space and recreation, schools, places of worship, and other public uses. Senior housing facilities are also listed as an appropriate secondary use within this area. The plan identifies West Ketchum and the Warm Springs neighborhoods as good examples of medium density residential. Those neighborhoods are a mix of single-family and multi-family uses with a higher overall density than what exists in the Mortgage Row neighborhood today. Although the requested zone district does not permit multi-family dwelling units, it allows for a larger buildable area of the site and an increase in lot coverage that may facilitate the redevelopment of the property with a primary dwelling unit and accessory dwelling unit that may be challenging to realize under the current zone district.

CONCLUSION

Based on the analysis above, staff believes that the rezone of the property does not constitute a substantial change from what is permitted today, is compatible with the surrounding neighborhood, and aligns with the goals, policies and FLUM of the comprehensive plan.

STAFF RECOMMENDATION

Staff recommends **approval** of the amendment of the zone district map, changing the applicable zone district of the subject property from LR-1 to LR.

RECOMMENDED MOTION

“I move to recommend approval of the application for an amendment to the zone district map, amending the applicable zone district for the property at 104 Neils Way from Limited Residential – One Acre to Limited Residential.”

ATTACHMENTS:

- A. Application Materials
- B. Public Comment

Attachment C: Application Materials

Application for Rezone:

Subject Parcel: Mortgage Row- Lot 3 Ketchum, Idaho
104 Neil's Way

Owners: Mark & Rebecca Reitingner

I . Description of Project:

Mark & Rebecca Reitingner purchased Lot 3 in the Mortgage Row Subdivision five years ago with the intent to build a new residence that is more suitable for aging in place. The existing zoning will not allow a big enough building envelope for a new home to be constructed.

Lot 3 is currently zoned LR-1, although the existing log home is 36' from the Hwy 75 property line making it a non-conforming LR-1 lot with this current zone setback is 80'. With Hwy 75 being a 66' right of way the LR zone would make the setback 32'.

A brief history of the development of these lots would be insightful. When the Reitingner's originally purchased lot 4 in the early 2003 the property had city water and a failing septic system. All four of the North Mortgage Row lots access was off of the Hwy. 75. The City of Ketchum was in the process of extending the sewer line on Neil's Way to provide city sewer services for the North end of Mortgage Row Subdivision located in the city limits of Ketchum, which we pushed for hard to tie our new house to.

After several meetings with P&Z staff personnel and the Senior Planner at the time, regarding options and choices, the city made it apparent that any future development applications would need to have evidence of a serious attempt to gain primary access off of Neil's Way (at the back of the property) including abandonment of the existing driveway entrance off of Highway 75. While the city considered condemnation of this access they preferred that the Mortgage Row Homeowner's pursue a private access agreement. In the end the neighbors and the city were able to collaborate on an access easement agreement that was finalized for Neil's Way for Lots 1, 2, 3, and 4. This resulted in making the front of existing homes their back.

Once the process of creating the easement began; the Grantee's were required by the Fire Department to provide a turnaround that would meet Fire Department standards since we were adding four more residences to Neil's Way. This turnaround was placed on Lots 3 and 4. With the finalizing of the agreement a final berm plan was submitted to extend the existing Reitingner berm and continue the design along the frontage of Barry Baker's Lot 3 to the North. This permanently closed off these properties access to Highway 75 with a varying height landscape berm. With this ingress and egress for Lots 1-4 changed it is now via Neil's Way.

I . Compliance with Ketchum Comprehensive Plan

The Mortgage Row area has developed with a smattering of uses and appears to have been zoned after many of the existing structures were in place. It appears to have been originally zoned LR-1 with most of the existing structure being out of compliance with the zoning setbacks or uses. We have a smattering of homes, retail, industrial, and commercial businesses to the South. Over the

years several parcels during their development have then gone and switched to a zone that better fits the area and their project with most of these parcels being less than an acre.

Neighboring parcels to the South, starting with Base-Camp Gas & Grocery are zoned and have the following structure setback:

Parcel	Zoning	Comply w/ Zone	Current Hwy 75 Setback	Notes
Lot 11	LR	Yes		Changed from LR-1
Lot 10	LR	Yes		Changed from LR-1
Basecamp Gas & Grocery	LR-1	No	Canopy- ~5'	Non-compliant w/ LR-1 zone setbacks Owner: David Wiendeland
Dick York Towing	LR-1	No		Behind lot 5- adjacent to back ½ of Lot 4 Owner: David Wiendeland
Lot 5	LR-1	No	67' from Hwy 75	Duplex on lot Owner: Mary Jane Brown (?)
Lot 4	LR	Yes	104' from Hwy 75	Mark & Rebecca Reitingger
Lot 3	LR-1	No	33'-6" from Hwy 75	Mark & Rebecca Reitingger
Lot 2	LR	Yes	32' from Hwy	Rezoned to LR from LR-1 due to Hwy 75 setback
Lot 1	LR-1	No	3' from Hwy 75	Non-complying on multiple sides due to odd and small size of parcel

The current zoning for Lot 3 is LR-1. The log structure may be demolished in future because of its structural integrity has been diminished over the years. The existing 36' from the property line at Hwy 75. Set back required for a new structure in the LR-1 zone is 80' from Highway 75 and would place the proposed secondary structure towards the front of the existing property along Neil's Way.

The new 'front' of the property on Neil's Way creates some setback and driveway limits based on the need for a Fire Truck turn-around that ended up being placed on our property (lots 3 & 4) on Neil's Way to consummate the easement agreement between the entire Mortgage Row HOA, East of Baldy HOA, and City of Ketchum. Being required to meet the 80' setback from Hwy 75 required by LR-1 zone limits the foot print of our future house placement on site and creates further access difficulties for garage, yard, and driveway because of the limits on the new 'front' of Lot 3.

With a rezone of Lot 3 to LR it would allow a minimum 25' setback and provide a favorable approach to a proposed garage structure. The actual proposed would probably be closer the existing log structure.

There are other positive attributes to rezoning with new set backs. The proposed structure would be more in line with the existing structures in the Mortgage Row subdivision on Hwy 75. We intend for this building to have a timeless feel as if it has always been there. By staying in keeping with the neighboring setbacks this will be better achieved.

The new rezoned setback would also provide better sound buffering from the Highway for the new residence and neighboring properties.

Rezoning from LR-1 to LR seems to allow for the best use of this property and be most in keeping with the development of the area.

I I. Phasing Plan

The infrastructure for the Mortgage Row Subdivision, and Lot 3, more specifically is now in place. The septic system was removed/abandoned and hooked to city sewer a year before the Reitinger's purchased this property (Lot 3). The new future structure will facilitate an accessible residence, garage, shop, an Art Studio and ADU. Design and construction will probably occur in 3 to 5 years.

IV V. Accessory Dwelling Unit

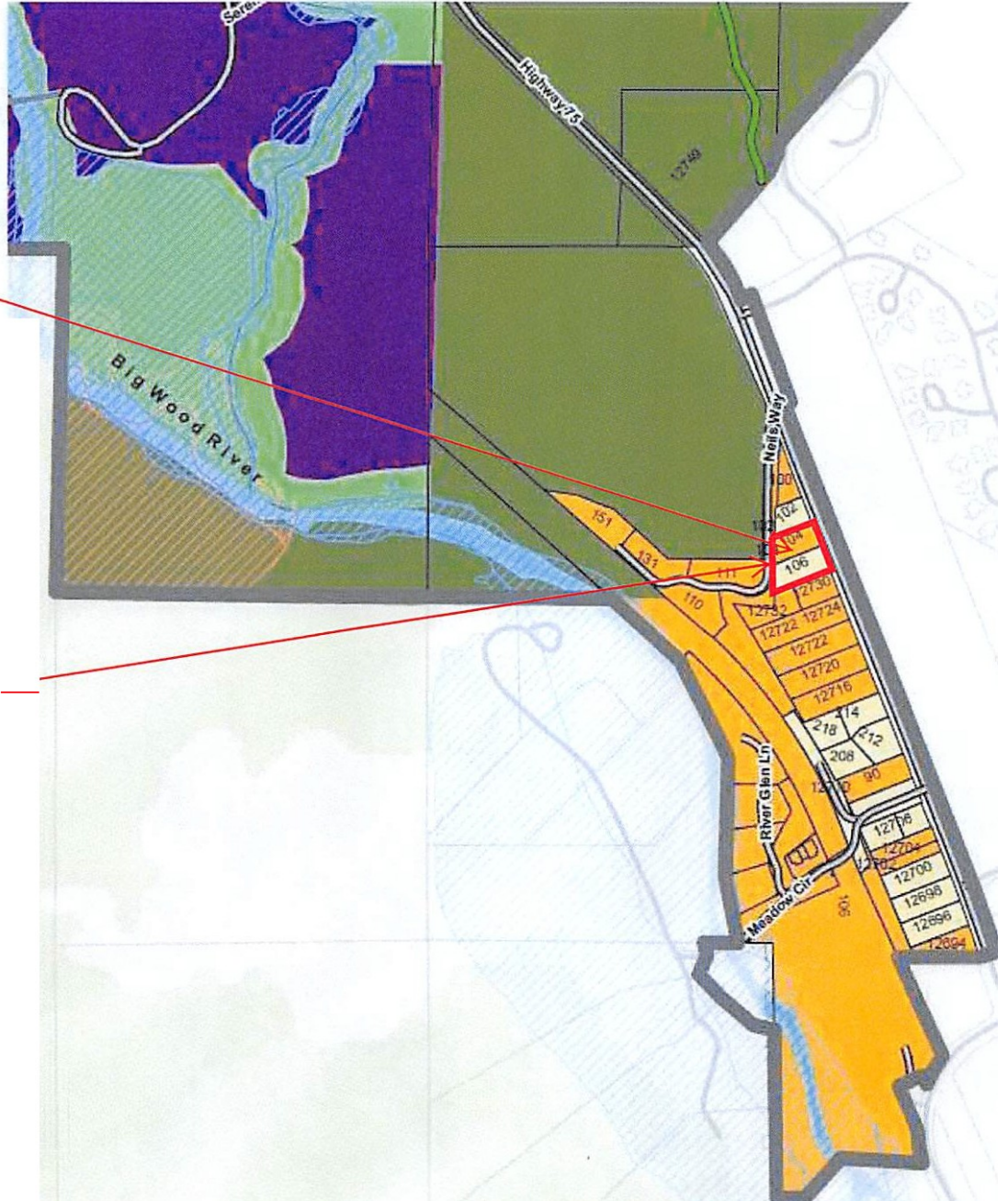
Our intention is to provide an ADU as per the Comprehensive Plan Chapter 3: Housing:, Goals and Policies H-1.5 to provide affordable housing. We feel very strongly that this is the best way to integrate workers in our Mountain Community.

Both my wife and I lived in various ADU's in Ashland, Oregon as single adults when we were in collage and beginning our careers. These ADUs gave us each a sense of independence and neighborhood connection. As newlyweds' we continued to live in ADU's while we saved and dreamed of owning our own home and future. The planning in Ashland strongly encouraged this kind of affordable housing option creation, and still does. Being immersed in a community through living in ADUs has created lifelong relationships. As part of that community we were mentored and were able to become contributors and give back to our community.

The use of our ADU may vary over time from general rental to Mother In-law suite, to affordable housing for our own employee, or healthcare assistance as we grow older.

Proposed Lot
rezone Lot 3 104
Neil's Way

Reitinger Lot's 3 & 4 .



93255.DWG



**REINHEIMER
RANCH
KETCHUM**

**WEYYAK IN
SUN VALLEY**

LOT 3

**PROPOSED
ZONING
CHANGE FROM
LR-1 TO LR**

104

106

E of Baldy Ct

E of Baldy Ct

E of Baldy Ct

E of Baldy Ct

Google



City of Ketchum

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Ketchum Townsite: Block 82, Lot 13A Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Dave Patrie of Benchmark Associates on behalf of property owner Michael Garvey to eliminate the interior boundary between Lot 11 and Lot 13, creating Lot 13A.

Recommended Motion: "I move to approve the Ketchum Townsite: Block 82, Lot 13A Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The lot will continue to meet all applicable zoning and subdivision standards including, but not limited to, minimum lot size, setbacks, and building coverage standards for the T zone.
- City departments have reviewed the proposal and have no issue with the proposed lot line shift.

Analysis

Ketchum Townsite Lot 13 is located at 120 W River St and Lot 11 is located at 100 W River St. Lot 11 currently has an existing single-family residence built while Lot 13 is currently vacant. The owner wishes to eliminate the interior lot line separating both lots in order to move forward with a landscaping project and supply on-site parking spaces for the residence at 100 W River St. This action will result in Lot 13A with an area of 20,012 sq ft. Lot 13A will continue to meet the dimensional standards for setbacks, building coverage, and so forth as required by the zoning code.

The hearing for this action was properly noticed and no public comment has been received as of February 16, 2022.

Financial Impact

None

Attachments

Ketchum Townsite: Block 82, Lot 13A Final Plat
Draft Findings of Fact, Conclusions of Law, and Decision

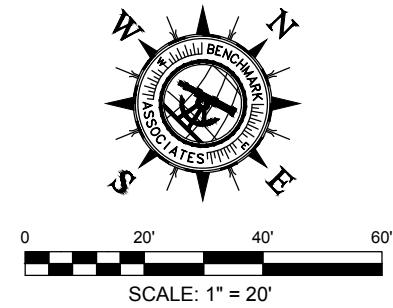
Attachment A
Ketchum Townsite: Block 82 Lot
13A

KETCHUM TOWNSITE: BLOCK 82, LOT 13A

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN THE BOUNDARY COMMON TO LOT 11 AMENDED & LOT 13 IS ELIMINATED, CREATING LOT 13A.

JANUARY 2022



LEGEND

	PROPERTY LINE
	ADJOINING PROPERTY LINE
	LOT LINE ELIMINATED
	BUILDING ENVELOPE
	ROAD ROW CENTERLINE
	BLAINE COUNTY GIS TIES
	FLOODWAY / FLOODPLAIN BOUNDARY & APPROX. ORDINARY HIGH WATER MARK (SEE NOTES 2 & 3)
	25' RIPARIAN SETBACK & SCENIC ESMT.
	10' FISHERMAN'S & NATURE STUDY ESMT.
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	SET 5/8" REBAR, PLS #9561

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO ELIMINATE THE BOUNDARY LINE COMMON TO LOT 11 AMENDED AND LOT 13 WITHIN BLOCK 82, KETCHUM TOWNSITE. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENT LOCATIONS WERE ESTABLISHED USING PROPORTIONED DISTANCES AND BEARINGS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. OFFICIAL MAP OF THE VILLAGE OF KETCHUM, INST. NO. 302967
 - B. REPLAT OF LOTS 11 & 12, BLOCK 82, INST. NO. 269954
 - C. KETCHUM BLOCK 82, LOT 9A, SUBLOT 2, INST. NO. 394076
 - D. RIVER STREET RACQUET CLUB CONDOMINIUMS, INST. NO. 250174

NOTES:

1. REFER TO THE ORIGINAL OF "REPLAT OF LOTS 11 & 12, BLOCK 82" (INST. NO. 269954) FOR CONDITIONS, RESTRICTIONS AND PLAT NOTES GOVERNING THIS PROPERTY.
2. FLOODPLAIN: THE 1% ANNUAL FLOOD LINE DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOODPLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0461 E - NOVEMBER 26, 2010.
3. FLOODPLAIN LINES AND ORDINARY HIGH WATER ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE CREEK OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.
4. A 25-FOOT WIDE RIPARIAN SETBACK AND SCENIC EASEMENT EXISTS ALONG THE NORTH BANK OF TRAIL CREEK AS SHOWN HEREON. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE ORDINARY HIGH WATER MARK.
5. A 10-FOOT WIDE FISHERMAN'S & NATURE STUDY EASEMENT EXISTS ALONG THE NORTH BANK OF TRAIL CREEK AS SHOWN HEREON. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE ORDINARY HIGH WATER MARK.

HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS

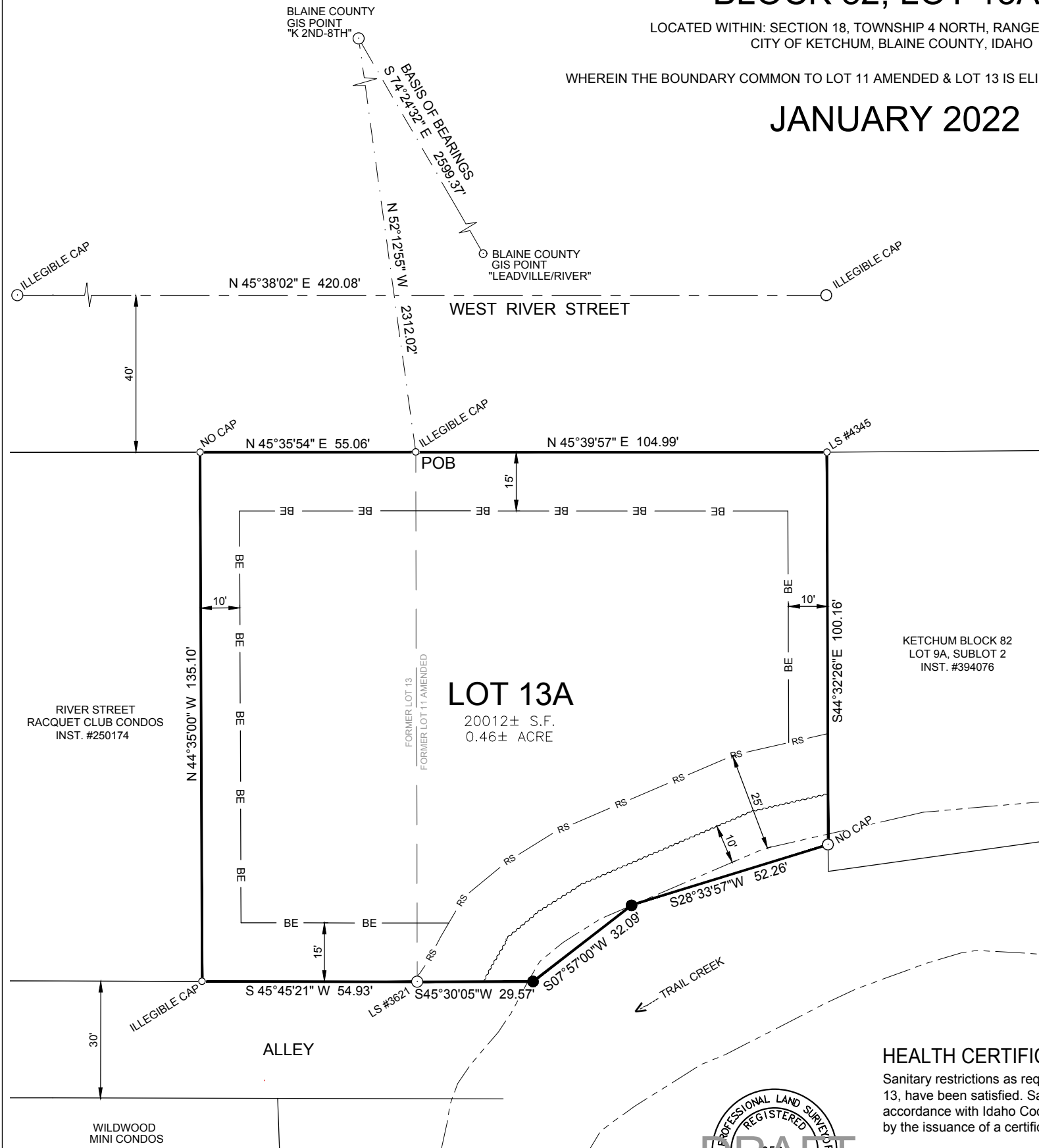


KETCHUM TOWNSITE: BLOCK 82, LOT 13A

LOCATED WITHIN
SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: ENGELMANN PARTNERS/GARVEY

PROJECT NO. 21061	DWG BY: DWS/HDB/CPL	FILE: 21061PG1.DWG
FINAL PLAT	DATE: 01-04-2022	SHEET: 1 OF 3



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

KETCHUM TOWNSITE: BLOCK 82, LOT 13A

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that the GARVEY FAMILY TRUST u/a/d April 26, 2005, Michael D. Garvey and Lynn M. Garvey, Trustees, is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

LOT 11 AMENDED within BLOCK 82, as shown on the final plat of a "Replat of Lots 11 & 12, Block 82, recorded as Instrument No. 269954, records of Blaine County, Idaho.

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

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

GARVEY FAMILY TRUST, u/a/d April 26, 2005

By: _____
MICHAEL D. GARVEY

By: _____
LYNN M. GARVEY

Signed this _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared MICHAEL D. GARVEY and LYNN M. GARVEY, known or identified to me (or proved to me), to be the persons whose names are subscribed to the within instrument as trustees of the GARVEY FAMILY TRUST u/a/d April 26, 2005 and acknowledged to me that they and said trust executed the same.

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

Notary Public
Residing at: _____
Commission Expires: _____

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that CTKETCHUM LLC, a Washington limited liability company, is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

LOT 13 within BLOCK 82 as shown on the final plat of "VILLAGE OF KETCHUM TOWNSITE", recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

CTKETCHUM, LLC, a Washington limited liability company

By: _____

Signed this _____ day of _____, 20____.


ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared _____, known or identified to me (or proved to me), to be the _____ of CTKETCHUM LLC, a Washington limited liability company and acknowledged to me that he/she/they and said limited liability company executed the same.

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

Notary Public
Residing at: _____
Commission Expires: _____

	KETCHUM TOWNSITE: BLOCK 82, LOT 13A	
	LOCATED WITHIN: SECTION 18, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR: ENGELMANN PARTNERS/GARVEY	
PROJECT NO. 21061	DWG BY: CPL	FILE: 21061CRT.DWG
FINAL PLAT	DATE: 11/16/2021	SHEET: 2 OF 3

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KETCHUM TOWNSITE: BLOCK 82, LOT 13A

SURVEYOR'S CERTIFICATE

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

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



COUNTY SURVEYOR'S APPROVAL

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

BLAINE COUNTY SURVEYOR

DATE

CITY ENGINEER'S APPROVAL

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

By: _____

DATE

CITY OF KETCHUM APPROVAL

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

By: _____

Certified by: _____

TARA FENWICK, City Clerk

BLAINE COUNTY TREASURER'S CERTIFICATE

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

By: _____



**KETCHUM TOWNSITE:
BLOCK 82, LOT 13A**

LOCATED WITHIN: SECTION 18, T4N, R18E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: ENGELMANN PARTNERS/GARVEY

PROJECT NO. 21061	DWG BY: CPL	FILE: 21061CRT.DWG
FINAL PLAT	DATE: 11/16/2021	SHEET: 3 OF 3

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Attachment B

**Findings of Fact, Conclusions of
Law, and Decision**



City of Ketchum
Planning & Building

IN RE:)	
)	
Ketchum Townsite Block 82 Lot Line Shift)	KETCHUM CITY COUNCIL
Lot Line Shift)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: February 22, 2022)	DECISION
)	
File Number: P21-099)	

Findings Regarding Application Filed

PROJECT: Ketchum Townsite Block 82 Lot Line Shift

APPLICATION TYPE: Lot Line Shift (Lot Line Elimination)

FILE NUMBER: P21-099

OWNER: Michael Garvey

REPRESENTATIVE: Dave Patrie, Benchmark Associates

REQUEST: Interior boundary elimination (Lot Line Shift)

LOCATION: 100 & 120 W River St (Lot 11 and Lot 13 of Ketchum Townsite Block 82)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on February 2, 2022. The public hearing notice was published in the Idaho Mountain Express on January 28, 2022.

ZONING: Tourist (T) Zoning District

Findings Regarding Application Filed

This Lot Line Shift application, submitted by Dave Patrie of Benchmark Associates on behalf of property owner Michael Garvey proposes to eliminate the interior boundary between Lot 11 and Lot 13, creating Lot 13A. Lot 11 and Lot 13 are located at 100 & 120 W River St Street within the Tourist (T) District.

The boundary elimination will result in a Lot 13A that is 20,012 square feet.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Ketchum Townsite: Block 82, Lot 13A complies with the dimensional standards required for properties located within Tourist (T) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create

additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer and Fire departments for review. As specified in Condition of Approval #2, the amended plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to expand the building envelope. As conditioned, the proposed Ketchum Townsite: Block 82, Lot 13A Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<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>Council Findings <i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i></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>Council Findings <i>As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.</i></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>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the final 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>Council Findings <i>The plat indicates West River Street as well as the building envelope and Riparian and Fisherman's & Nature Study easements. The floodway & floodplain lines are shown on the plat.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Council Findings	<i>The plat lists the adjacent River Street Racquet Club Condos & Wildwood Mini Condos.</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.
			Council Findings	<i>This standard has been met. The plat indicates the River Street public rights-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.
			Council Findings	<i>This standard has been met. The plat indicates the riparian & scenic easement along with the fisherman's & nature study easement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Council Findings	<i>This standard has been met.</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.
			Council Findings	<i>N/A as no new dedication is being proposed.</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.
			Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Council Findings	<i>This standard has been met. West River Street is indicated on the subdivision plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			Council Findings	<i>This standard is not applicable.</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.
			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.
			Council Findings	<i>This standard has been met. A title report was submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners 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.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.

			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</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.
			Council Findings	<i>This standard has been met.</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.
			Council Findings	<i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</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.
			Council Findings	<i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</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.
			Council Findings	<i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot of Ketchum Townsite Block 82 to create Lot 13A.</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.

			Council Findings	<i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot of Ketchum Townsite Block 82 to create Lot 13A.</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.
			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	<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).
			Council Findings	<i>Standard #1 and #2 have been met. Lot 13A complies with the dimensional standards required for lots within the T Zone. Standards #3-6 are not applicable</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

				<p>and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			Council Findings	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>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; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;

				<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>
			Council Findings	<i>This standard is not applicable. This proposal does not create new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			Council Findings	<i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure</p>

			<p>shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<p>Council Findings <i>A fish & nature study easement as well as a scenic easement have been shown on the plat. Standards #1-2 and #5-6 are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.K Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<p>Council Findings <i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.L Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<p>Council Findings <i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>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.</p>
			<p>Council Findings <i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.N Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved.

			<p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<p>Council Findings</p> <p><i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.O</p> <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>
			<p>Council Findings</p> <p><i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.P</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>
			<p>Council Findings</p> <p><i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.Q</p> <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</p>

				to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Council Findings	<i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot of Ketchum Townsite Block 82 to create Lot 13A.</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.
			Council Findings	<i>The Ketchum Townsite: Block 82, Lot 13A plat does not contain any portion of the Mountain Overlay or Avalanche 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.
			Council Findings	<i>This standard is not applicable as this application eliminates the interior boundary between Lot 11 and Lot 13 of Ketchum Townsite Block 82 to create Lot 13A.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Ketchum Townsite: Block 82, Lot 13 Lot Line Shift Application this Tuesday, February 22nd, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
6. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

Findings of Fact **adopted** this 22nd day of February 2022

Neil Bradshaw, Mayor

Tara Fenwick, City Clerk



**SUN VALLEY
ECONOMIC
DEVELOPMENT**

SVED 2022 Strategic Plan

DRAFT

January 15, 2022

2022 Action Plan - Framework

Performance Objective Number	Action Plan Category	Strategic Categories
1	Business Attraction, Expansion, Retention and/or Creation	BUSINESS +
2		HOUSING & ACCOMMODATION
3		INFRASTRUCTURE
4		WORKFORCE
5	Place Making	RECREATION
6		EVENTS
7	Training	PROFESSIONAL
8		OTHER
9	Other	MEMBERSHIP
10		FINANCIAL
11		ORGANIZATIONAL

Strategic Plan - Business Attraction, Retention, Expansion & Creation

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Recruit specific/focused relocation leads	Food & Beverage services Small professional offices Satellite/remote cluster offices	3	New rest's/Food Innovation Ctr Professional, PE, VCs, etc. Big Tech, big Rec
2	Respond to Commerce RFPs	As needed	2	Smaller low-infrastructure co's
3	Solicit & draft Idaho incentive applications	Tax Reimbursement Incentive (TRI) Property Tax Exemption (PTE) Advantage, STEP & other	3	Wild Rye Lido, Blue Haven, etc.
4	Regular outreach to local businesses and organizations	Phone call & Zoom until COVID safe	3	Target with DoC priority 75 list Internal 2+/week
5	Provide access to external funding sources	SBA program applications BBB grant applications Other agency applications Local grant applications	3	SBA loan application candidates Seminars & grant support Advise on other grant programs Advise on BC ARPA grant structure
6	Community education & advocacy	Develop economic dashboard Publish membership newsletters Advocate on critical business issues	3	Quarterly issuance Monthly issuance New developmnt, regulatory issues

Strategic Plan - Housing/Accommodation & Infrastructure

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Expansion of Workforce Housing Inventory	Project inventory database Multi-family project advocacy Regulatory policy changes Increase supply incentives LOT for housing advocacy	3	Tracking & reporting Blue Bird, Lido, Blue Haven Tiny Home, ADU, other zoning policy Property Tax Exemption improvement Analysis for ballot measure
2	Accessible Rental Options	City policy change advocacy Long-term rental incentive policies Short Term Rental market policies	2	ST rentals, employment covenants Rent rate, residency restrictions Incentivize ST>LT rental conversion
3	Expand Accommodation & Lodging Options	Hotel project advocacy Support WR Tourism Coalition	2	Marriott Signature, Harriman ExCo participation & data analysis
4	Expansion of Broadband Access	ARPA/FCC grant applications Subsidized devices & services	2	Broadway, So. Bellevue, etc. Support ISP marketing efforts
5	Improved Transportation Systems	Increase SUN capabilities Improve Commuting/Public Transit	1	Support lead organization efforts

Strategic Plan - Workforce

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Community Education	Living wage/ALICE metrics Labor statistics analysis	1	Support lead organization efforts Analyze workforce gaps
2	Talent Attraction	Quality of Place marketing Satellite Urban office marketing	1	BBB, Relocate Recreate Google, FB, etc.
3	Workforce Development	Build Apprenticeship programs Create Internship programs Increase Childcare capacity Leverage TPM [®] Structure Inventory of community skills	2	Grow Culinary; new Const/Trades. ORec Access home-bound students Support BBB, ARPA grant applications Engage local educators & NFPs Joint Idaho Technology Council study

Strategic Plan - Place Making/Training/Other

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Increase recreational assets & opportunities	SV Culinary Institute Baldy Forest Health New RV parks	3	Treasury oversight & grants FEMA BRIC grant application Parcel advocacy
2	Revitalize SVED Events	Organize 2022 Economic Summit Conduct 2-3 Business Forums	2	New post-Covid theme... LIVE BBB, succession, other themes
3	Improve team skills & influence	Increased IEDA engagement RIVDA Loan Board participation	2	Participate in Legislatv committee Conduct SBA regional loan reviews
4	Expand Membership rolls	New member value proposition Young professional's program Urban assimilation program(s)	3	Achieve 75 business outreach target +3 lapsed renewals +5 new members signups
5	Maintain/improve Financial Performance	Optimize P&L performance Secure additional grants Manage EIDL loan	3	Positive Summit & overall P&L ARPA/other program admin. fees Align with Board policy
6	Optimize organizational Structure	Evaluate collaboration alternatives Refresh Board Access additional work capacity	3	VSV consolidation Chair succession Board committee engagement

Sun Valley Economic Development - Performance Criteria 2022

ANNUAL PERFORMANCE CRITERIA (to be APPROVED)					
Performance Objective Number	Action Plan Category	Performance Criteria/Assessment	Target Date for Delivery	Weight (1=lo, 3=hi)	%
1	Business Attraction, Retention & Expansion	Attract & recruit businesses for relocation based on targeted criteria such as industry, scale, impacts & doability	30-Dec-21	3	14%
2		Introduce/propose/educate on/support 5 Federal/State /Local incentive programs to help local businesses	30-Dec-21	3	14%
3		Develop/support workforce housing project implementation	30-Dec-21	3	14%
4		Participate in 5 tourism/hospitality-related expansion activites/programs	30-Dec-21	2	9%
5		Expand professional & other programs at culinary institute	30-Dec-21	2	9%
6	Place Making	Provide strategic and/or analytical support for 3 community events	30-Dec-21	1	5%
7		Conduct a minimum of 4 annual conversations with each City government/representative	30-Dec-21	2	9%
8	Training	Attend 3 community economic development seminars, conferences, networking and/or other events	30-Dec-21	1	5%
9		Participate in 5 Virtual Roundtables or other Commerce training/educational activities	30-Dec-21	1	5%
10	Other	Visit 5 existing or new member businesses per month	30-Dec-21	3	14%
11		Secure 7 new or re-joining members for year	30-Dec-21	2	9%
12		Maintain YE membership at minimum of 85	30-Dec-21	2	9%
13		Deliver positive YE operating income, along with revised Summit outcome	30-Dec-21	3	14%

22 100%

Sun Valley Economic Development, Inc.

Budget Overview: FY 2022 Budget - FY22 P&L Classes

January - December 2022

	GENERAL	SUMMIT & FORUMS	TOTAL
Income			
Income			\$0.00
Events			\$0.00
Summit			\$0.00
Registrations		7,500.00	\$7,500.00
Sponsorships		7,500.00	\$7,500.00
Total Summit		15,000.00	\$15,000.00
Total Events		15,000.00	\$15,000.00
Grant Income			\$0.00
Idaho Power	2,500.00		\$2,500.00
State Dept of Commerce	24,150.00		\$24,150.00
Total Grant Income	26,650.00		\$26,650.00
Private Sector			\$0.00
Membership	40,000.00		\$40,000.00
Total Private Sector	40,000.00		\$40,000.00
Public Sector			\$0.00
Blaine County	30,000.00		\$30,000.00
Hailey	4,000.00		\$4,000.00
Ketchum	10,000.00		\$10,000.00
Kura	15,000.00		\$15,000.00
Sun Valley	8,500.00		\$8,500.00
Total Public Sector	67,500.00		\$67,500.00
Total Income	134,150.00	15,000.00	\$149,150.00
Interest Income	12.00		\$12.00
z In Kind Revenue & Services		15,000.00	\$15,000.00
Total Income	\$134,162.00	\$30,000.00	\$164,162.00
GROSS PROFIT	\$134,162.00	\$30,000.00	\$164,162.00
Expenses			
Office Administration			\$0.00
Accounting			\$0.00
General Accounting	3,600.00		\$3,600.00
Tax Preparation	1,200.00		\$1,200.00
Total Accounting	4,800.00		\$4,800.00
Bank Costs	599.69		\$599.69
Dues & Subscriptions	350.00		\$350.00
Other Fees & Service	1,700.00		\$1,700.00
Total Office Administration	7,449.69		\$7,449.69
Operating Expenses			\$0.00
Compensation			\$0.00
Executive Director			\$0.00
Base	98,663.00		\$98,663.00
Bonus	9,733.00		\$9,733.00

Sun Valley Economic Development, Inc.

Budget Overview: FY 2022 Budget - FY22 P&L Classes

January - December 2022

	GENERAL	SUMMIT & FORUMS	TOTAL
Total Executive Director	108,396.00		\$108,396.00
Total Compensation	108,396.00		\$108,396.00
Consulting	2,000.00	6,000.00	\$8,000.00
Marketing	2,500.00	3,000.00	\$5,500.00
Professional Fees	200.00		\$200.00
Training	500.00		\$500.00
Travel, Meals & Entertainment Expense		5,000.00	\$5,000.00
Web Site	1,000.00		\$1,000.00
Total Operating Expenses	114,596.00	14,000.00	\$128,596.00
Uncategorized Expense	535.00		\$535.00
Total Expenses	\$122,580.69	\$14,000.00	\$136,580.69
NET OPERATING INCOME	\$11,581.31	\$16,000.00	\$27,581.31
Other Expenses			
In-Kind Revenue & Services		15,000.00	\$15,000.00
Loans Repayment & Miscellaneous	1,905.00		\$1,905.00
Total Other Expenses	\$1,905.00	\$15,000.00	\$16,905.00
NET OTHER INCOME	\$ -1,905.00	\$ -15,000.00	\$ -16,905.00
NET INCOME	\$9,676.31	\$1,000.00	\$10,676.31

Sun Valley Economic Development
January 2022

Describe any activities taken this month to advance your industry targeting objectives (Objective A)- 1st two meetings of Ketchum workforce housing taskforce; exploring applicability of Blaine Co Property Tax Exemption to 3 workforce housing developments; rotated local professional jobs on MountainCareers.com to give new jobs visibility; finalized grant report for Carye Broadband grant recovery

Describe any activities taken this month to advance your business outreach objectives (Objective B) –direct outreach to 15 local business organizations; main topics remain lack of local talent and workforce housing options; continued business-business advocacy in support of affordable housing projects, and streamlined design guidelines; issued new economic dashboard and gathered data for production of 4Q '21 issue

Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C) –weekly meetings of Mayors Collaboration Group, monthly meeting of Blaine Recovery Committee Business Working Group.

Describe any activities taken this month to advance your placemaking objectives (Objective D) – reviewed opportunities to adjust Mindful messaging program to increase on slop esafety.

Describe any activities taken this month to advance your professional development objectives (Objective E) –prepared 2021 performance assessment

Describe any other activities taken this month that fall outside of your workplan objectives- delivered annual retreat; approved 2022 budget and action plan; graphics on relocations prepared for Wood River Women's Foundation event; solicited speakers for IEAD Spring conference

City of Ketchum ROI 2020 ROI

Sun Valley Economic Development Return on Investment		Return Metrics>>	Culinary Only ²	Plus Limelight TRI ³	Plus Revelry TRI ⁴	
		Annual Returns>>	\$ 565,000	\$ 2,902,000	\$ 4,302,000	
Investment Metrics ¹						
Ketchum 1-Yr	\$ 10,000		\$ 57	\$ 290	\$ 430	for every \$1 invested
Ketchum 3-Yr	\$ 29,000		\$ 19	\$ 100	\$ 148	
Ketchum 5-Yr	\$ 49,000		\$ 12	\$ 59	\$ 88	

Notes:

¹ Includes awards to SVED only

² Based on Local operating & capital expenditures

³ Based on Staff Payroll only

⁴ TBD; Pending for 2021

Methodology consistent with Southern Idaho Economic Development



City of Ketchum

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion Regarding a City Standard Paver for Downtown Projects

Recommendation and Summary

Staff is seeking direction from Council on a preferred paver for downtown projects.

The reasons for the discussion are as follows:

- Continue support for ongoing efforts to enhance pedestrian infrastructure and safety within the Community Core (CC).
- Provide direction and consistency to contractors for paver installations throughout the CC.
- Provide direction on the vision for the Town Square and 4th Steet paver improvements.

Introduction and History

Providing a safe, complete, and comprehensive pedestrian circulation system is a vision of the City that has been identified in various plans and studies.

Many pavers used on Fourth Street and throughout the city have disintegrated, especially the small sized pavers. Staff evaluated recent paver installs in the Commercial Core and have provided a pros and cons comparison for Council to consider.

Sustainability Impact

Improved pedestrian walkways promote safety and walkability verses driving and reduces carbon emission from vehicles.

Financial Impact

None

Attachments:

Community Core Paver Comparison



Community Core Paver Comparison

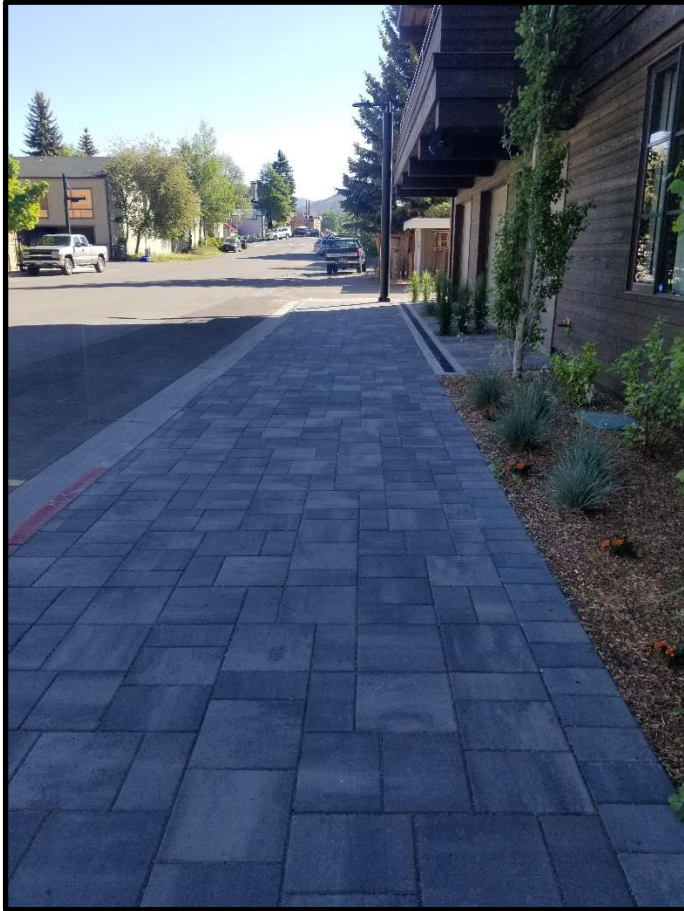
Assumptions:

- Cost includes material and labor (Pavers, Sand, Install)
- Does not include the cost to remove the existing pavers
- Snowmelt is not included in the cost
- Average Block cost assumed an 8'x150' area

Summary:

- Small pavers deteriorate at a faster rate
- De-icing salts and the freeze thaw cycle cause the pavers to deteriorate at a faster rate
- Natural Stone or porcelain pavers will stand up to de-icing salts longer but are significantly more expensive.
- The addition of a natural gas heat system will add \$10-\$12/sq ft, however the life of the paver will increase substantially by not having to use de-icing salts.

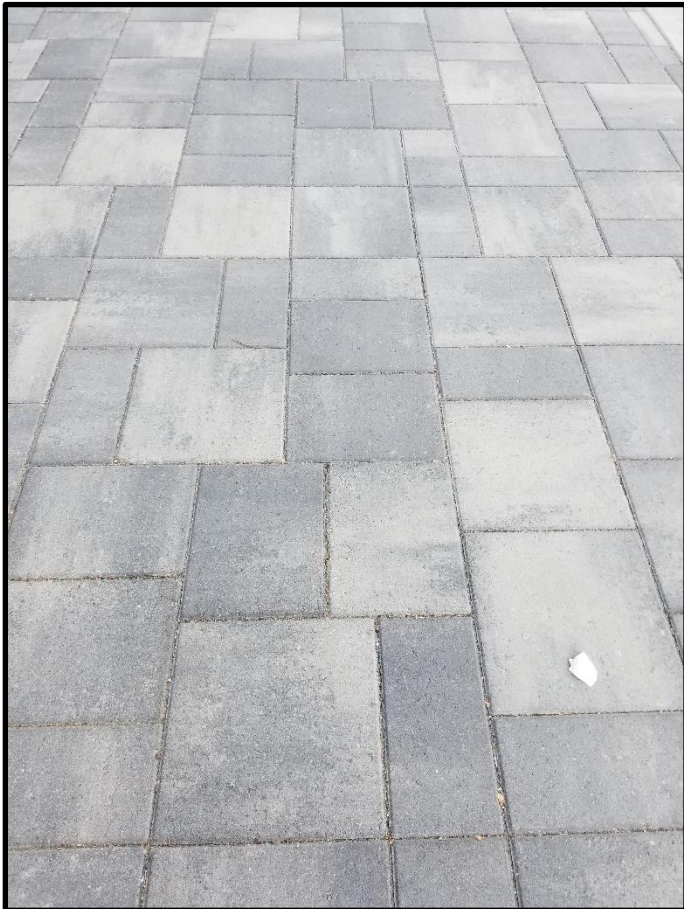
Second and Second Pavers



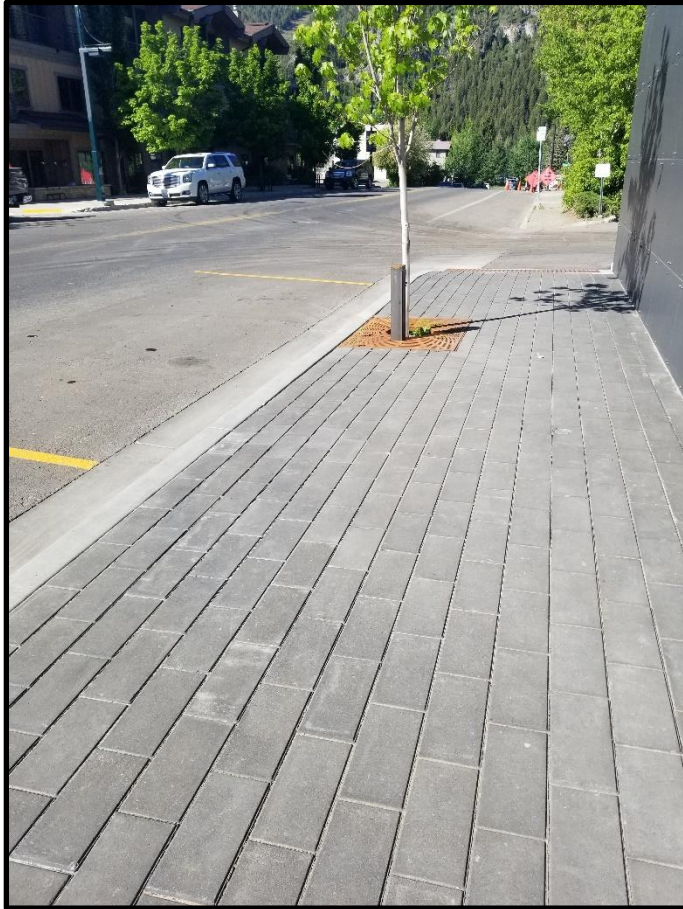
Product: Belgard Dublin Cobble
Size: 3 Piece Mix 3x6, 6x6, 6x9
Cost: \$8.35/Sq Ft + \$5/Sq Ft Install=\$13.35/Sq Ft
Average Block Cost: \$16,020.00
Specifications: Attached
Life Expectancy: ~10-15 years

Notes:

- Higher install cost due to the pattern



Sun Valley and 1st Ave Pavers



Product: Abbotsford Classic Standard

Size: 9"x4.5"

Cost: \$7.00/Sq Ft + \$5/Sq Ft Install=\$12.00/Sq Ft

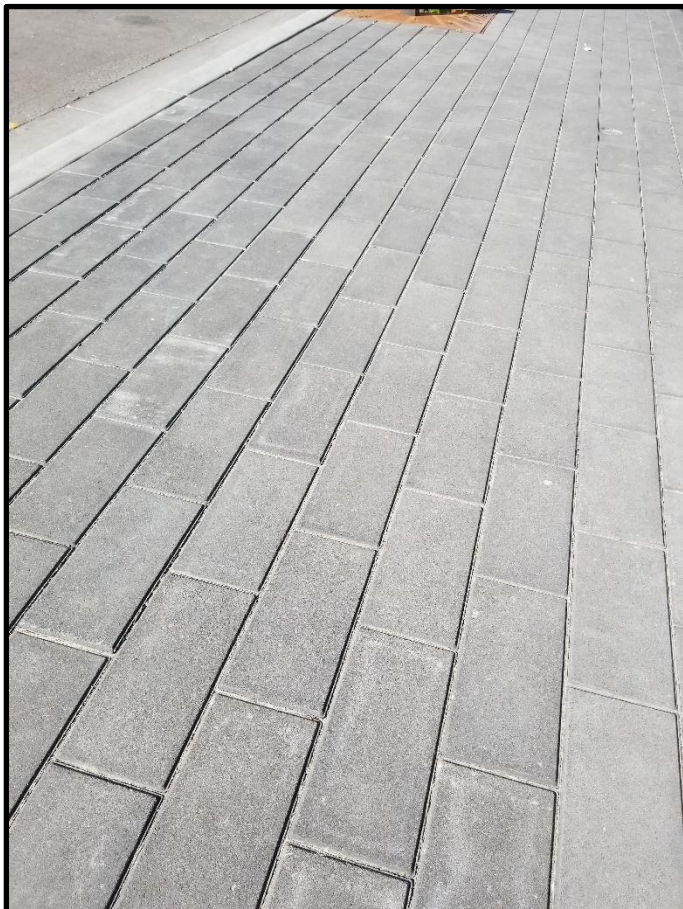
Average Block Cost: \$14,400.00

Specifications: Attached

Life Expectancy: ~10-15 years

Notes:

- Easy install
- Beveled edge will help to reduce sidewalk crumbling



Community Library Pavers



Product: Mutual Materials Plank Paver

Size: 12"x3"

Cost: \$9.00/Sq Ft + \$5/Sq Ft Install=\$14/Sq Ft

Average Block Cost: \$16,800.00

Specifications: Attached

Life Expectancy: ~5-10 years

Notes:

- This is a custom order paver
- Due to the size, the cost to install is higher
- Due to the size, these are more likely to break
- These are also more likely to deteriorate at a faster rate due to being long and narrow
- Small loose pieces are not the recommended setting



Existing Fourth Street and Town Square Pavers



Product: Mutual Materials Roman Cobbles

Size: 7"x9"

Cost: \$5.59/Sq Ft + \$5/Sq Ft Install=\$10.59/Sq Ft

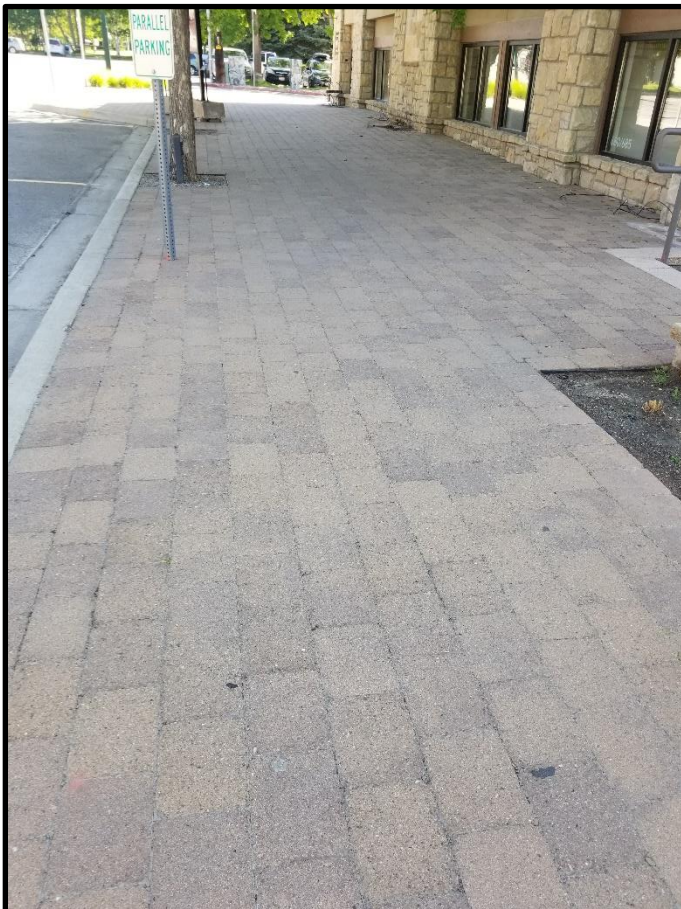
Average Block Cost: \$12,708.00

Specifications: Attached

Life Expectancy: ~10 years

Notes:

- These have a shorter life span than the other pavers.
- Small cut pavers deteriorate faster.



Estimate 2	Estimate 3	Estimate 4	Estimate 5	Estimate 5	Estimate 5
Library Sidewalk	Mutual Materials Plank Paver	Belgard Dublin Cobble	Abbotsford Classic Standard	Mutual Materials Roman Cobble	Concrete

QUALIFICATIONS

				Estimate 2	Estimate 2	Estimate 3	Estimate 3	Estimate 4	Estimate 4	Estimate 5	Estimate 5	Estimate 5	Estimate 5	Estimate 5	Estimate 5
1	Construct Curb and Gutter	LF	150	\$65.00	\$9,750.00	\$65.00	\$9,750.00	\$65.00	\$9,750.00	\$65.00	\$9,750.00	\$65.00	\$9,750.00	\$65.00	\$9,750.00
2	Demo and Prep Curb and Gutter	LF	150	\$28.00	\$4,200.00	\$25.00	\$3,750.00	\$25.00	\$3,750.00	\$25.00	\$3,750.00	\$25.00	\$3,750.00	\$25.00	\$3,750.00
3	Demo and Prep Sidewalk	SF	1200	\$15.00	\$18,000.00	\$15.00	\$18,000.00	\$15.00	\$18,000.00	\$15.00	\$18,000.00	\$15.00	\$18,000.00	\$15.00	\$18,000.00
4	2" crushed aggregate subbase: 6" depth	TON	28	\$42.00	\$1,166.67	\$42.00	\$1,166.67	\$42.00	\$1,166.67	\$42.00	\$1,166.67	\$42.00	\$1,166.67	\$42.00	\$1,166.67
5	3/4" crushed aggregate base: 4" depth	TON	18	\$47.00	\$861.67	\$47.00	\$861.67	\$47.00	\$861.67	\$47.00	\$861.67	\$47.00	\$861.67	\$47.00	\$861.67
4	Construct Sidewalk	SF	1200											\$8.33	\$9,996.00
5	Color Concrete	SF	600	\$18.15	\$10,890.00										
6	Natural Concrete	SF	600	\$21.01	\$12,606.00										
7	Mutual Material Pavers	SF	600	\$7.35	\$4,410.00										
8	Mutual Material Pavers	SF	1200			\$9.00	\$10,800.00								
9	Bulgard Dublin Pavers	SF	1200					\$8.35	\$10,020.00						
10	Abbotsford Classic Standard	SF	1200							\$7.00	\$8,400.00				
11	Mutual Material Roman Cobbles (Existing)	SF	1200									\$5.59	\$6,708.00		
12	Paver Fill Sand	CY	27	\$27.00	\$729.00	\$27.00	\$729.00	\$27.00	\$729.00	\$27.00	\$729.00	\$27.00	\$729.00	\$27.00	\$729.00
13	Paver Labor	EA	100	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00
#REF!	Heated Pavers	SF	1200			\$12.00	\$14,400.00	\$12.00	\$14,400.00	\$12.00	\$14,400.00	\$12.00	\$14,400.00	\$12.00	\$14,400.00
#REF!	Paver Inlay	SF	1200	\$5.83	\$6,996.00										
	TOTAL				\$74,609.33		\$64,457.33		\$63,677.33		\$62,057.33		\$60,365.33		\$57,924.33



City of Ketchum
City Hall

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Update and Discussion on Sun Valley Road Rehabilitation and Pedestrian Improvement Project

Recommendation and Summary

On January 18th, staff provided an update on the FY22 Capital Improvement Projects, with a deeper dive on the Sun Valley Road Project. The project is being jointly managed with the City of Sun Valley to gain scale of economies and minimize disruption to the traveling public. Staff would like to update you on progress since the last discussion and get feedback on go-forward options. Attached is a draft PowerPoint which outlines the planned discussion topics. Members of the public are encouraged to visit www.projectketchum.org to learn more about this project and provide feedback.

Introduction and History

Sun Valley Road (east of Main Street) was transferred in 2021 from the Idaho Department of Transportation to the Cities of Ketchum and Sun Valley. Both cities desired local control of the roadway to improve maintenance of the asset as well as improve pedestrian connection points adjacent and across the roadway.

- Scope
 - Currently being designed & construction set for summer/fall 2022
 - Rebuild roadway
 - New ped crossings/ADA ramps
 - Bike path connection – Sun Valley/Spruce Street to 4th Avenue
- Schedule
 - Final design submittal – January 31
 - Bid advertising – February 14
 - Bid opening – March 2
 - Construction kickoff (weather depending) – late April/early May

Sustainability Impact

Improved pedestrian and bike facilities along the roadway encourage locals and visitors to utilize alternative transportation.

Financial Requirement/Impact

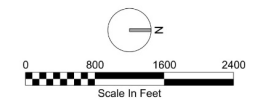
The city received \$864,600 from Idaho Department of Transportation as part of the transfer of the roadway. The FY22 CIP has allocated an additional \$208,800 towards the projects to improve adjacent sidewalks with bulb-outs and ADA ramps.

Attachment:

Draft presentation PowerPoint.



Sun Valley Road





Mobility – Sun Valley Road

- Scope

- Currently being designed & construction set for summer/fall 2022
- Road rebuild vs. original scope of mill and overlay
 - New ped crossings/ADA ramps
- Bike path connection – Sun Valley/Spruce Street to 4th Avenue

- Schedule

- Initial public open houses – January
- Final design submittal – January 31
- Bid advertising – February 14
- Bid opening – March 2
- **Construction kickoff (weather depending) – late April/early May³**



Capital Improvements Update

Mobility – Sun Valley Road





Capital Improvements Update
Mobility – Sun Valley Road





Capital Improvements Update

Mobility – Sun Valley Road

- Initial budgeted amounts
 - \$864,600 – Roadway improvements (ITD reimbursed)
 - \$208,800 – Sidewalk/ped improvements

= \$1,073,400



Mobility – Sun Valley Road – Updated Costs

- 45% cost increase due to full rebuild
- Remaining due to change in bid environment
 - Rebuild Roadway
 - \$1,843,224 – Construction/Design/Contingency (10%)
 - \$158,119 – Night work (10%)
 - = \$2,001,343
 - Sidewalk/Pedestrian Improvements
 - \$213,952 – Construction/Design /Contingency (10%)
 - \$18,262 – Night work (10%)
 - = \$232,214

= \$2,233,557



- Progress from last session
 - Complete design and bid project
 - Request financial participation from URA for sidewalks and potential crosswalk portions
- Going forward options - bid full project
 - Alt bid for sidewalk and intersections only
 - Evaluated mill & overlay for non-intersection segment but design team does recommend



Capital Improvements Update
Mobility – Sun Valley Road

- General Fund
 - Fund balance available after 17% reservation
= \$1,994,662

- CIP Fund Balance
 - After \$1 million reservation
= \$627,278

- LOT Fund Balance
= \$1,626,364



- Financial Analysis for Option
 - Next fiscal year CIP plan – need to infuse at least \$1.45m from sources to balance
 - \$1,160,157 exists to fund full scope if Council desires
 - Leaving fund balances of:
 - **\$1,623,589 and 17% reserve in General Fund &**
 - **\$1m reserve in CIP**



Capital Improvements Update

Mobility – Sun Valley Road

Next steps:

- March 2nd – Open bids
- March 7th – Check-in regarding options presented
- Questions?



City of Ketchum

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Receive Update on the Ketchum Community Housing Action Plan & Provide Direction on Contract Amendment for Agnew::Beck and draft ballot language for Local Option Tax Election

Recommendation and Summary

City staff will provide a status update on actions to date and proposed next steps for the project. Staff would like guidance on the following two specific topics:

- review draft ballot language for May 17th Local Option Tax election. Staff plans to hold additional listening sessions with affected local businesses on Feb 23 & 24th.
 - First reading and public hearing is planned for March 7th.
- approval of interim budget change to fund (a) contract amendment for Agnew-Beck to complete remaining phases of the Housing Action Plan; and (b) one-time community engagement costs associated with educational activities leading up to May election.

Staff will review the draft attached PowerPoint on both topics to gain your direction.

Members of the public are encouraged to visit www.projectketchum.org to learn more about this project and provide feedback.

The reasons for the recommendation are as follows:

- The City Council expressed a desire for the creation of a Housing Action Plan.
- The Plan will outline specific goals, strategies, actions/projects, and associated funding strategies.
- The city intends to hold a May 2022 election on the collection of Local Option Taxes and community housing.

Introduction and History

During the FY22 budget development process, the City Council expressed a desire to formalize the city's overall community housing strategy. To that end, staff recommended in September the Council approve retaining Agnew::Beck to engage the community in the development of a Housing Action Plan. The City Council also later approved the use of professional service resources to retain Carissa Connelly as the City's Housing Strategist who will serve as the project manager both in development and execution of the plan.

Attachment #2 outlines the three phases of the project development. All elements of Phase one have been completed and robust community engagement is being conducted to provide feedback on the findings. Several elements of Phase two have been completed (draft vision, strategic framework, goals and actions). Phase one required significantly more staff and consultant time than originally scoped. Therefore, staff is recommending a budget adjustment with the Agnew::Beck contract to assist with the completion of phases two and three. Attachment three outlines the original scope and proposed budget adjustments to complete the action plan. Staff is also requesting up to \$15,000 in one-time funds to assist with community outreach activities between now and the May election. All city activities will focus on educational efforts as allowed by state law.

Regarding LOT ballot language; staff will review:

- two ballot format or style options
- financial analysis of adjusting up to four collection sources (lodging, retail, liquor and building materials)

Based on direction from the Council, staff will conduct additional listening sessions with local businesses and community members (Feb 23-March 4). Staff would bring final ballot language for first reading and public hearing on March 7th.

Sustainability Impact

Adequate community housing decreases the occurrence of trip generation and associated greenhouse gases.

Financial Impact

The Council Strategic Initiatives Fund (one-time local funds and use of federal ARPA funds) was originally budget at \$850,000. To date, the original contract for Agnew-Beck (\$45,100) and contract for Carissa Connelly (not to exceed \$95,000) was allocated to this account.

Attachments:

1. Discussion Presentation
2. Project phases and findings to date
3. Agnew::Beck original scope and proposed budget adjustment



February 14, 2022

Jade Riley, City of Ketchum Administrator
By email to jriley@ketchumidaho.org

Dear Jade –

Agnew::Beck has appreciated working with your team over the past five months on the Housing Matters Project. It has been an honor to be part of the City of Ketchum's effort to create an inclusive, community-driven housing plan, grounded in data, best practice research and robust communitywide dialogue. Much has been accomplished so far! Congratulations to you, your hardworking staff and City Council. Below we have highlighted accomplishments to date, performed through Phase 1 of our work and into Phase 2:

- ✓ **Local Coordination for Housing Launched:**
Task Force Meetings (2)
- ✓ **Understand Our Needs:**
General alignment on 2022 Housing Needs Data
- ✓ **Researched Our Options:**
Initiated Mountain Town Housing Toolbox
- ✓ **Funding for Housing in Progress:**
Outreach efforts moving forward to put a ballot to expand LOT to include housing before voters in May
- ✓ **Regional Coordination Kicked-Off:**
County Housing Partnership Framework Conversation
- ✓ **Housing Action Plan Framework Drafted:**
Vision, Principles, Goals, initial list of proposed priorities
- ✓ **Community Engaged:**
Interviewed businesses, employers, private funders, local housing experts, plus kicked off outreach efforts, and received 1,100 responses to community survey!

As of January, 2022, we have expended our current contract budget, completing Phase 1 work.

However, we know there is work to continue with action planning and implementation, and opportunity to build on the momentum produced to date. We have started in on some of the Phase 2 work, as you know, since time is of the essence. To that end, and per your request, we have attached: (1) Project close-out report, itemizing work completed within Phase 1 and, (2) A proposal for additional A::B scope and budget for continuing Phase 2 work.

As you consider this next Phase of work, and communicate with City Council and Mayor, we wanted to share a few “lessons learned” from our work together to date:

- 1) *Housing Capacity-Building at the City:* Taking a proactive and community-based approach to developing housing solutions takes time and there are many unknowns. Six months ago, we outlined a plan with staff to develop a community housing action plan. We made assumptions about what tasks A::B would take on and which the City would take on. In order to be responsive to the needs of the City and keep

momentum moving forward with the planning process, our staff dedicated more hours working with City staff than we had originally discussed and scoped together. We feel the results of our joint commitment are reflected in the list of accomplishments above, and the Phase 1 project close-out. Additionally, because housing is a new work area for the City, an incredibly complex topic, and of great importance to the community, many of the products, materials, messaging were developed from scratch and refined through internal team work sessions. This kind of time investment is invaluable for building a lasting housing program, and we believe this was time well-invested for Ketchum.

- 2) *Expanded Engagement:* In order to make the Community Housing Action Plan truly community supported, in the course of Phase 1 we agreed to incorporate several additional meetings and many additional interviews to gather more expanded input from the community on the data and action plan framework. A::B also assisted with the development of outreach boards, graphic and translation of data into presentations that could reach a wider audience of stakeholders. Again, the results are better for this – for example, Ketchum now has a cross-section of active community members participating in a Housing Matters Task Force that is helping to vet and strengthen the Housing Actions. We are also seeing important movement among regional partners such as the County and Housing Authority, among others, to play a stronger role in housing action, which is incredibly exciting and due, in part, to the City’s investment in this area.
- 3) *Expediated Timeframe:* Many communities take twice as long (or longer) to move forward on as many fronts as Ketchum has in the past 5 months. Working within current funding and election deadlines has necessitated pushing on several fronts at once, and using A::B’s time to add to the City’s capacity during this push.

In summary, we wanted to offer two options:

- **Option 1:** Close out Phase 1 and turn over all future work to City staff (effectively immediately);
- **Option 2:** Continue work with A::B in Phase 2, as outlined in our attached scope.

We are open to adjustments to our proposed Phase 2 scope, which is proposed as time-and-materials with a not-to-exceed amount. The level of time and budget is consistent with that spent in Phase 1, which we believe is a good guide for the Phase 2 level of effort.

A::B is here to serve the City of Ketchum, the Housing Matters Project, and Mayor, City Council and staff however we can. We pride ourselves in defining a scope of services, budget and schedule and sticking to it. That said, we also value being responsive and supporting staff requests. The Housing Matters project has accomplished so much in a short amount of time and part of this was the “all hands on deck” approach your staff and our team took over the past few months to get the results we did.

Thank you again for the opportunity to work with the City of Ketchum. Regardless of the City’s decisions related to continued work with A::B, we are confident the momentum we see already afoot in Ketchum will propel you to further housing successes.

Sincerely,



Ellen Campfield Nelson, Principal/Co-Owner
Agnew::Beck

A::B Phase I Close-Out Report - Ketchum Community Housing

<p>City of Ketchum - Housing Matters Community Housing Strategy & Action Plan Phase I CLOSE-OUT REPORT Timeframe: Phase I: September 2021 to January 31, 2022 <i>Submitted by Agnew::Beck February 4, 2022</i></p>	
SCOPE of WORK	WORK STATUS
Task 1: Start-Up, Scoping and Scheduling	COMPLETED
<i>Key deliverables from Task 1: (1) Updated project plan and scheduled; monthly progress reports, (2) Stakeholder Engagement Plan.</i>	Completed Tasks and Deliverables
<p>1A. Project Team Kick-Off. Meet with City team to refine scope and timeline, transfer documents and information, and clarify roles. Meet regularly (approximately bi-weekly) to update on progress and adjust tasks, schedule and deliverables, as needed, throughout the project period.</p> <p>1B. Stakeholder Analysis and Engagement Planning. Identify key stakeholder groups within the City and region who have information and influence over housing, and the ability to contribute to and implement solutions. Develop a stakeholder engagement plan that includes a list of key informants to interview, intended audiences for community survey, and other people and organizations who should be invited to participate in and contribute to community housing planning and activities.</p>	<ul style="list-style-type: none"> • Kick-off meetings and bi-weekly project coordination meetings conducted. • 60-day work plan and subsequent updates presented. • Bi-Weekly Project Coordination Meetings • Stakeholder Analysis and Engagement Planning - in-person stakeholder analysis/engagement/publicity planning meetings. • Key informant interview list developed; audience, publicity and communications tools development and "Housing Matters" copy and press release quotes developed and shared.
Task 2: Housing Needs and Solutions Assessment	COMPLETED
<i>Key deliverables from Task 2: (1) Updated community housing supply/demand data, (2) Community Housing strategy and assessment toolkit, (3) Brief findings and recommendations memo, and (4) Task 2 summary presentation.</i>	Completed Tasks and Deliverables
<p>2A. Housing Supply/Demand Analysis. Determine the level of demand and current supply for housing with the City and County. Use 2020 Census and other available data to update the current demand for housing by household income levels. Pre-release supply/demand numbers when available for reference in partner initiatives and other projects.</p> <p>2B. Mountain Town Community Housing Toolkit. Conduct and compile results from a research scan to evaluate the impact of past/existing and potential/new housing strategies, locally and in comparable communities. Identify impacts of various strategies and their availability for local use. This task could also include interviews with project developers - e.g., property owner/managers, architects and financial institutions to verify cost assumptions about development and financing and understand the key financial levers available within the community. Bundle strategies, key indicators (e.g., available, buildable land and assets, housing equity measures, etc.) and the financial portfolio and tools available to develop local community housing into a community housing toolkit. Present preliminary findings to City team.</p> <p>2C. Key Findings. Summarize the preliminary results and key findings of the research tasks. Create a report and a short, graphic explainer presentation that can be shared online or in meetings with stakeholders and the community.</p>	<ul style="list-style-type: none"> • In-depth analysis of relevant housing data and development of housing data workbook shared with City. • Comprehensive data presentation and graphics developed and refined to share key trends and relevant information. • Weekly data review and development meetings held with City Project Team to review and respond to key data trend questions identified through community outreach and stakeholder interviews. • Initial work on housing projections model and assumptions. • Reviewed Housing Toolkit developed by City. • Assisted with development of Housing Lexicon for community outreach. • Initial financial model framework and consultations with City Project Team.
Task 3: Stakeholder Engagement	COMPLETED
<i>Key deliverables from Task 3: (1) Key informant interviews and survey results, (2) Materials for City/Council work sessions, (3) Materials and documentation from County Housing Work Group meetings.</i>	Completed Tasks and Deliverables
<p>3A. Local Informant Interviews and Research. understand the community context and readiness for further housing development. Interviews will likely include City of Ketchum and other local agencies tasked with regulating, managing and developing housing and land uses; major</p> <p>3B. City of Ketchum Work Sessions. Meet with City of Ketchum staff and officials up to three (3) times in the course of the project to confirm the project charter, survey initial findings and present final recommendations. Address questions in a work session format.</p> <p>3C. Regional/County Community Housing Work Group. If invited, participate in approximately 3 meetings of Blaine County's Community Housing Working Group to discuss relevant topics such as: (1) Valley wide/shared housing goals, including number of units in specific AMI ranges, (2) discuss and identify specific strategies and potential projects that could be employed in north and south valley areas, (3) discuss potential structure for ongoing collaboration and action.</p>	<ul style="list-style-type: none"> • 30+ community stakeholder interviews conducted. • Draft and revisions to public-facing interview summary report. • Community housing survey design, collection and analysis. • Support publicity and outreach efforts to obtain 1,100+ survey responses. • Formation of and two meetings with Housing Matters Task Force. Design meetings with City Project Team, prepare materials and provide facilitation. • Develop and provide presentation to facilitated conversation with Countywide Housing Work Group to share and evaluate housing partnership framework concept and housing data. • Prepare for and facilitate Joint Work Session with City Council and Planning and Zoning Commission (and URA - invoiced separately). • Follow-up with key community stakeholders to conduct supplemental conversations and develop partnerships. • Advise on outreach strategy and materials for community workshops. • Support development of workshop boards and key graphics. • Conduct two on-site visits to Ketchum in conjunction with above Task Force meetings. • Weekly City Project Team meetings to coordinate, review and respond to project needs, conduct tasks and create materials.
Task 4: Housing Action Plan (Jan-Apr)	COMPLETED
<i>Key deliverables from Task 4: Final action plan report and supporting materials.</i>	Completed Tasks and Deliverables
<p>4A. City of Ketchum Community Housing Action Plan. Based on activities in all prior Tasks, work with City staff to finalize a housing action plan that identifies specific strategies and projects that meet with City's community housing goals and relates these goals to the Valley's regional needs.</p>	<ul style="list-style-type: none"> • Drafted Housing Action Plan document outline and proposed elements. • Developed, vetted and refined Housing Action Plan Framework. • Draft development of key housing infographics such as the "Ketchum Housing Bridge."
Phase I Project Budget = 45,100	Budget Remaining = \$0 <i>(See also monthly project invoices)</i>

A::B Phase 2 Budget Proposal

City of Ketchum - Housing Matters Community Housing Strategy & Action Plan Phase 2 BUDGET PROPOSAL Timeframe: Phase 2: February 1 to April 30, 2022 <i>Submitted by Agnew:Beck February 4, 2022</i>		Principal		Project Manger, Senior Associate and Senior Analyst		Data Analyst and Project Support		Total
Phase 1 Timeframe: February to April 2022		hours	rate	hours	rate	hours	rate	
			\$175		\$155		\$105	
Task 1: Housing Action Planning and Implementation		44	\$7,700	70	\$10,850	50	\$5,250	\$23,800
<i>Key deliverables from Task 1: (1) Updated project plan and schedule; regular progress reports; meetings notes and task assignments, (2) Materials produced as part of TA requests, (3) further refined Housing Action Plan and supporting materials and graphics</i>								
<p>1A. Project Team Coordination Meetings</p> <p>Support City Project Team coordinate the several essential components of the Housing Action Plan and related implementation efforts. Essential components include ongoing community outreach, engaging key partners and stakeholders in action plan development and implementation, sharing back research and analysis to inform housing policy and programs, managing Task Force timetable and work sessions, developing supporting materials and graphics for all tasks. This task includes weekly project management coordination meetings and weekly strategy/technical assistance work sessions with City Project Team, as well as 60-Day Work Plan development and updates.</p> <p>1B. Housing Technical Assistance</p> <p>Provide housing technical assistance, as requested, in the following areas to strengthen the Housing Action Plan, implementation strategies and City policies and programs. Technical assistance during this phase could include:</p> <ul style="list-style-type: none"> • Updates to housing supply/demand analysis and projections model • Financial modelling to inform project and program development decisions and City budgeting • Design, feasibility and impact of specific projects, policies and programs and contributions to Housing Toolkit <p>1C. Housing Action Plan Implementation</p> <p>Continue to work with City Project Team to on the Housing Action Plan with a focus on gaining agreement from stakeholders about specific, vetted strategies and projects that meet the City's community housing goals and relates these goals to the Valley's regional needs.</p>								
Task 2: Outreach and Engagement		46	\$8,050	60	\$9,300	30	\$3,150	\$20,500
<i>Key deliverables from Task 3: (1)Task Force presentations and materials, (2) Materials and documentation from special meetings and focus groups, (3) Graphic materials and content for community engagement efforts, (4) Materials for City/Council work sessions.</i>								
<p>3A. Task Force Facilitation</p> <p>Conduct 1-2 Task Force meetings to review draft action plan and prioritize recommendations. Create materials and presentations to support meeting facilitation.</p> <p>3B. Special Stakeholder and Partnership Meetings and Focus Groups</p> <p>Meet with other partners and stakeholders, as identified, to better inform the Housing Action Plan and implementation steps. Key groups may include private and nonprofit housing development partners, local employers and housing services providers, planning and zoning stakeholders, or property owners within potential housing development projects.</p> <p>3D. Community Engagement</p> <p>Support continued outreach to share the City's housing work transparently with the broader community, and continue to collect community input. Make contributions to website content, explainer graphics and provide general messaging, graphic design and communications support to build a strong "Ketchum Housing Matters" brand and continually familiarize the community with progress on housing action.</p> <p>3D. City of Ketchum Work Sessions.</p> <p>Participate in 1-2 meetings or work sessions with City of Ketchum Mayor and Council, as requested, to present on progress and discuss key topics related to Housing Action Plan.</p>								
Expenses								\$0
TOTAL COST ESTIMATE for PHASE 2		90	\$ 15,750	130	\$ 20,150	80	\$ 8,400	\$ 44,300



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Ketchum Action Plan

Housing Matters / LOT Update

February 22, 2022

ProjectKetchum.org



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Ketchum Action Plan

Today's Discussion Items:

- General project update
- Proposed budget adjustment for:
 - Agnew::Beck contract
 - One-time community engagement costs
- Local Option Tax Election
 - Ballot language layout options
 - Rate changes in which collection categories



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STAKEHOLDER REVIEW

STAKEHOLDER REVIEW

1 CONTEXT November - January

NEEDS & PREFERENCES	BEST PRACTICES
<ul style="list-style-type: none"> • Survey • Stakeholder Sessions • Data Analysis 	<ul style="list-style-type: none"> • Strategy/Policies • Programs • Projects
OUTPUT: Findings Summary	OUTPUT: Housing Toolkit

2 DEVELOP January - February

ACTION PLAN	FUNDING OPTIONS
<ul style="list-style-type: none"> • Vision/Goals • Focus Areas • Actions 	<ul style="list-style-type: none"> • LOT & in-lieu • Philanthropic • Business • Federal/state • Tax credits
OUTPUT: Housing Action Plan	OUTPUT: Funding Scenarios

3 ACTION March +

IMPLEMENT PLAN	L.O.T. ON BALLOT
<ul style="list-style-type: none"> • Implement actions upon approval 	<ul style="list-style-type: none"> • Ballot language (March) • Election (May)
OUTPUT: Policies, Programs, Projects	OUTPUT: Funding for housing initiatives

STAKEHOLDERS + IMPLEMENTATION PARTNERS

- Task Force
- Ketchum City Council, Planning & Zoning Commission, Ketchum Urban Renewal Agency (KURA)
- Neighboring governments, Blaine County Housing Authority
- Community

50%



Proposed Budget Adjustments:

- Agnew::Beck contract – 300 hours = \$44,300
 - Additional assistance with Phases 2 and 3 Implementation:
 - Team coordination meetings, technical assistance, action plan implementation, Task Force facilitation, etc.
- One-time community engagement costs - \$15,000
 - Education efforts between now and the May election
 - Materials, advertisements, PSAs, social media boosts, brochure printing & mailing, translations services, etc.



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Ballot Language Options



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Option #1

One question addressing all matters

Option #2

- One question allowing LOT use for housing
- One question for change in collection percentages

Option #3

All separate questions:

- One for community housing use
- Up to four more (lodging, retail, liquor, building materials)



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Collection Rate Adjustments



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FY21 Sales	Original LOT		SV ASB (1% for Air)		Total Collections		Potential Revenue Increase (for housing)		Parity with Sun Valley	
Retail	\$1,235,247	1%	\$1,235,247	1%	\$2,470,494	2%	\$1,235,247	1%	3%	3%
Lodging	\$698,508	2%	\$349,254	1%	\$1,047,762	3%	\$349,254	1%	4%	4%
Liquor	\$1,373,527	2%	\$686,764	1%	\$2,060,291	3%	\$686,764	1%	4%	4%
Building	\$481,360	1%	\$481,360	1%	\$962,720	2%	TBD	1%	2%	2%
	\$3,788,642		\$2,752,625		\$6,541,267		\$2,271,265			

Ketchum Housing Model Projection	Historic Growth	High Growth
Units needed per year	66	98



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Council Feedback:

- Align all categories with Sun Valley?
- Add an additional 1% to Building?
- Add additional %s to other categories?



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Next Steps:

- Second round of listening sessions with potential affected LOT businesses – February 23 & 24th
- Hold first reading and public hearing – March 7th
- Designate up to two special meetings/public hearings (dependent on collapsed readings) to finalize ballot language – March 7th-17th
- **Final ballot language due to the County – March 18th**



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Questions?
Other topics not addressed?