



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, May 02, 2022, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/88180194056>
Webinar ID: 881 8019 4056
2. Address the Council in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public Comment
2. Proclamation – Mental Health Awareness Month
3. ACTION ITEM: Discussion about Council meeting dates (May / June

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.

4. ACTION ITEM: Approve minutes of April 18, 2022, as submitted by Tara Fenwick, City Clerk.
5. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Gallagher Rubel, Treasurer.

- [6.](#) 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 \$194,265.61., as submitted by Shellie Gallagher Rubel, Treasurer.
- [7.](#) ACTION ITEM: Recommendation to approve Alcohol Beverage License, as submitted by Shellie Gallagher Rubel, Treasurer.
- [8.](#) ACTION ITEM: Recommendation to approve Purchase Order #22092 with Banyon Technologies Inc. for PLC updates at Bigwood Booster and Rotary Park well, as submitted by Gio Tognoni, Water Supervisor.
- [9.](#) ACTION ITEM: Recommendation to approve Contract #22089 to perform preventative maintenance work and expansion of the Guy Coles Skate Park, as submitted by Juerg Stauffacher.
- [10.](#) ACTION ITEM: Recommendation to approve Contract #22087 Summer Solstice Celebration – Powell Brothers Productions, as submitted by Public Affairs Manager, Lisa Enourato.
- [11.](#) ACTION ITEM: Recommendation to approve Contract #22088 Summer Solstice Celebration – Grateful Band, as submitted by Public Affairs Manager, Lisa Enourato.
- [12.](#) ACTION ITEM: Recommendation to approve Contract #22090 Summer Solstice Celebration – Edge Event Productions, as submitted by Public Affairs Manager, Lisa Enourato.
- [13.](#) ACTION ITEM: Recommendation to approve Road Closure for Special Event, as submitted by Public Affairs Manager, Lisa Enourato.
- [14.](#) ACTION ITEM: Recommendation to extend Independent Contractor Agreement #20660 with Spur Community Foundation, Inc., as submitted by Jade Riley, City Administrator.
- [15.](#) ACTION ITEM: Recommendation to Extend Independent Contractor Agreement #20638 with Nested Strategies, as submitted by Jade Riley, City Administrator.
- [16.](#) ACTION ITEM: Recommendation to approve Snowbird Subdivision Preliminary Plat, Townhouse Preliminary Plats for Lot 1A and Lot 2A, adopt findings of fact for each, and approved Phased Development Agreements #22764 and #22765 for the Snowbird Townhomes project at 220 and 222 Bird Dr., as submitted by Suzanne Frick, Director Planning and Building.
- [17.](#) ACTION ITEM: Recommendation to approve the Condominium Preliminary Plat, adopt findings of fact, and approve FAR Exceedance Agreement #22767 for the Bohica Multi-Use project at 131 N Washington Ave., as submitted by Suzanne Frick, Director Planning and Building.
- [18.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22768 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way, as submitted by Suzanne Frick, Director Planning and Building.
- [19.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22769 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way, as submitted by Suzanne Frick, Director Planning and Building.
- [20.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22770 for placement, as submitted by Suzanne Frick, Director Planning and Building.

PUBLIC HEARING:

NEW BUSINESS:

- [21.](#) Receive a quarterly update from Sun Valley Economic Development, as submitted by Harry Griffith, Director SVED.
- [22.](#) Presentation of Six-Month Financial Performance, as submitted by Shellie Gallagher Rubel, Treasurer and Jade Riley, City Administrator.

[23.](#) Update on Countywide Housing Coordination, as submitted by Carissa Connelly, Housing Strategist and Jade Riley, City Administrator.

[24.](#) Discussion Regarding Process Improvements for Planning/Zoning Initiatives, as submitted by Jade Riley, City Administrator.

EXECUTIVE SESSION:

25. Pursuant to Idaho Code Section 74-206(1)(f) – pending/potential litigation and 74-206(1)(d) – records exempt from disclosure.

ADJOURNMENT:

From: Jay Emmer <jay.r.emmer.1@gmail.com>
Sent: Monday, April 18, 2022 1:32 PM
To: Amanda Breen; Michael David; Participate; Jim Slanetz; Neil Bradshaw; Courtney Hamilton
Subject: Proposed Emergency Ordinance 1234

Council and Mayor;

As a full time resident of, and taxpayer and voter in, the City of Ketchum for almost 30 years I am writing to voice my strong opinion against consideration of the proposed Emergency Ordinance 1234 being treated as an "emergency" that supersedes the due public process for consideration and implementation of an ordinance in our City. My reasons for the strong objection are as follows:

- 1) The current version of the proposed emergency ordinance 1234 was not accessible/presented to the general public until Friday morning, April 15, 2022... the Friday before a holiday weekend and the tax deadline. Even without the obligations associated with Easter, Passover and Federal Taxes, the time for the general public and residents and property owners in Ketchum to read through, digest and respond to the revised ordinance is inadequate and therefore makes the circumvention of the standard public process and procedure for consideration of an ordinance unfair to, unethical towards, and violation of your responsibilities to the general public of, and property owners in, the City of Ketchum.
- 2) The current revised version of the proposed emergency ordinance 1234 was not presented to the Commissioners on 4/12/22 as they had requested which denied the public the opportunity to review the ordinance prior to Friday 4/15/22.
- 3) The City has failed to establish or substantiate how the proposed emergency ordinance 1234 addresses, or provides a solution to the alleged "emergency".
- 4) The City has not presented any evidence that they have studied, or had studied by experts in the fields of the economy, development or property rights, what the potential economic impacts to the City of Ketchum could be if the proposed emergency ordinance 1234 is implemented.
- 5) The measures proposed in the revised proposed emergency ordinance 1234 have not been able to be reviewed by Ketchum property owners that will or could be impacted by implementation of the ordinance, nor have actual experts in the areas of property rights, development and the economy had ample time to review and respond to how the proposed implementation of the ordinance could affect the community that is, and the economy of, the City of Ketchum.
- 6) Much of the language of the proposed emergency ordinance 1234 is too vague and too broad which allows for subjectivity in interpretation by the Commissioners and gives the Commissioners authority outside of the purview of their appointed roles, their experience level, and their areas of expertise (e.g. reference Section 5, page 257 of the meeting packet, where the language "Permitted subject to additional standards" and "permitted subject to waiver" are used).
- 7) The feasibility of the proposed development matrixes (e.g. reference pages 255 and 256, section 4) on proposed emergency ordinance 1234 have not been presented with adequate time for development experts and architects to review, study and respond to the matrix with regard to how economic feasibility and viability could be impacted by the implementation of the proposed emergency ordinance 1234 or what buildings developed under the matrix would look like.

All of the above, and your ethical and moral obligation to due public process are points that would and should preclude implementing the proposed emergency ordinance 1234 as an emergency and under the emergency ordinance provisions.

In my opinion, the proposed emergency ordinance 1234 should be killed or tabled at tonight's meeting. If new ordinance/code are to be developed there is a process in place to do so and that process should be adhered to. If the public wants to see different ordinances/code, and the City has a desire to revamp our existing code which, albeit not perfect, does work to provide many of the goals stated by the City in its alleged "emergency", then lets get some consultants that are actual experts in the areas that address those issues to help our

Lisa Enourato

From: Katherine Wessel <katherine.wessel@sunvalleysir.com>
Sent: Monday, April 18, 2022 3:04 PM
To: Amanda Breen; Michael David; Participate; Jim Slanetz; Neil Bradshaw; Courtney Hamilton
Subject: FW: Proposed Emergency Ordinance 1234

To the Council and Mayor: I am also a Ketchum resident, taxpayer, voter and property owner, and agree with Jay's email. It does not seem right to ignore our established due process to address this. It needs enough time for us to understand and respond to this. Respectfully, Katherine Wessel 122 Andora Lane Ketchum, ID

From: Jay Emmer <jay.r.emmer.1@gmail.com>
Sent: Monday, April 18, 2022 1:32 PM
To: Amanda Breen <abreen@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; participate@ketchumidaho.org; jslanetz@ketchumidaho.org; Neil Bradshaw <NBradshaw@ketchumidaho.org>; Courtney Hamilton <chamilton@ketchumidaho.org>
Subject: Proposed Emergency Ordinance 1234

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could be impacted by the implementation of the proposed emergency ordinance 1234 or what buildings developed under the matrix would look like.

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The above due and established public process has been circumvented/ignored under the premise of claimed/perceived/alleged emergencies that are not emergencies. Yet "emergencies" have been declared, and processes put in place for which economic impacts and benefit(s) to the community are unknown and at best speculative to the degree that they will positively impact the alleged "emergency". Due public process needs to be adhered to, the manipulation to circumvent it needs to stop.

Respectfully,

Jay

Jay R. Emmer
502 Broadway Blvd., Ketchum

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Respectfully,

Jay

Jay R. Emmer
502 Broadway Blvd., Ketchum

Lisa Enourato

From: Amanda Breen
Sent: Wednesday, April 27, 2022 10:45 AM
To: Lisa Enourato; Tara Fenwick
Subject: Fw: LOT

Public comment.

From: Rick Flickinger <batts4u151@gmail.com>
Sent: Wednesday, April 27, 2022 9:37 AM
To: Amanda Breen <ABreen@ketchumidaho.org>
Subject: LOT

Hi Amanda:

A quick question please....

Does the city collect LOT revenue from restaurants for food? Liquor by the drink is a bit confusing. Can you explain that please. Does that include liquor like wine served at the table?

Thanks

Rick Flickinger

Lisa Enourato

From: Lee Chubb <contact@leechubb.com>
Sent: Wednesday, April 27, 2022 8:55 AM
To: Participate
Subject: Housing Matters - Affordable Housing Needs Limits On Growth

Affordable housing is unattainable unless there are limits placed on growth in Ketchum, and any discussion of funding it should be done in tandem with discussion of implementing those limits.

I **strongly** support affordable housing, but only if we create an economic situation where it has a chance of succeeding. The current, massively pro-growth policies of the mayor and council create an environment where affordable housing will not succeed. It will only enable more reckless growth, which will create more demand for workers and outstrip any possible additions to housing.

I therefore oppose the additional option tax for housing unless it is implemented in tandem with limits on growth. I will strongly support it if limits on growth are implemented.

Lee Chubb
Ketchum, ID

Lisa Enourato

From: Ali Warner <ali@sunvalleytitle.com>
Sent: Friday, April 29, 2022 12:25 PM
To: Participate
Subject: RE: [External] City of Ketchum | Word on the Street

Hi, just something I'd thought about before and never had time to reach out. There are several of us who are renting out our condo/2nd home/investment property to local workers at a reduced rent so they and their employers can keep working.

I rent mine out for \$50 over the costs (although with Cox and HOA fees jumping, I might now be in the hole)

There are HOEX and Agri tax credit and circuit credits on our taxes. Would it be possible to consider a tax break for the people who are renting units out at a lower price so workers can stay in our county?

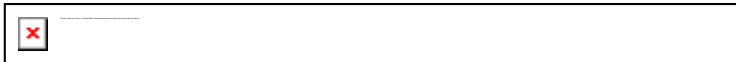
Don't really know the channels for these types of proposals so throwing it out there. Txh Ali

Ali Warner

Escrow Officer
Sun Valley Title
PO Box 2365
271 1st Avenue North
Ketchum, Idaho 83340
SunValleyTitle.com

P: 208-726-9341
F: 866-344-1944

From: City of Ketchum <participate@ketchumidaho.org>
Sent: Friday, April 29, 2022 12:18 PM
To: Ali Warner <ali@sunvalleytitle.com>
Subject: [External] City of Ketchum | Word on the Street



Lisa Enourato

From: John and Janet Crews <jjcrews@me.com>
Sent: Friday, April 29, 2022 4:49 PM
To: Participate
Subject: Warm Springs Road Alternatives Analysis

<https://www.projectketchum.org/warm-springs-road-alternatives-analysis/>

As someone who has lived and worked in the Warm Springs area for over 40 years, I would like to comment on the proposed changes to the intersections of Warm springs Rd. with 10th St and Lewis St. To begin with, we feel that putting roundabouts in that area would create a lot more problems than it solves. The two roundabouts would create short distance merging zones. When the roads are covered in snow so that lane designations cannot be seen, the area could easily turn into 'bumper cars'.

Based on the green lines, I am guessing that the other option involves putting in a stoplight at the Lewis St intersection. This is obviously a negative for the primary traffic flow to and from Warm Springs. As far as I can see, the only thing being gained is making it easier for traffic from Lewis St to enter Warm Springs Rd.

If the primary goal is to make it easier for Lewis St traffic to enter Warm Springs Rd heading towards town, there is already an alternate route. Driving north on Lewis to Saddle Rd and from there to the Highway provides an alternate route to town that only takes a minute or two longer and avoids the problem intersection of Lewis and Warm Springs. I realize that many people may continue to ignore this easy solution and may continue to complain about the stop sign wait at Warm Springs, but failure to use an existing solution is not reason to create new problems.

[John Crews](#)

Lisa Enourato

From: liz keegan <lizkeegan@yahoo.com>
Sent: Sunday, May 01, 2022 8:17 PM
To: Participate
Cc: lizkeegan@yahoo.com
Subject: Comments On Proposed Countywide Housing Coordination Approach May 2, 2022 Ketchum City Council Meeting

In March 2021, I asked Commissioner Fosbury to study the idea of merging the BCHA into a County Department, and to elevate workforce housing to the same level as human services, police and fire safety, and public works. I also encouraged the City Council to consider establishing a Housing Office. I briefly looked at how other small mountain towns and Boise tackle their housing policy. I am encouraged that Ketchum is looking at options to incorporate and strengthen housing policy.

Now is an ideal time to look at Option 2, a co-funded City/County Housing Department. This would be similar to the Boise City/Ada County housing authorities. As a Board member of the BCHA from 2019-2021, I was frustrated by the limits of the BCHA, the weakness of the Board, and the lack of a strong housing office/department either within the County or Ketchum.

There needs to be a "control tower" for all housing activities and policies. There is a need for accountability, transparency, objectives and goals and outcomes. With a County/Ketchum Department of Housing, staffed with our best specialists, we could be on par with other mountain towns. With the approval of the LOT increases, and philanthropy and private investment, we can start to house more locals with a combination of programs, monetary assistance, and building.

If the BCHA is to remain, then a strong Executive Director, accountable to the local governments is needed. New BCHA Board members have been appointed in the last few months. They need the training and tools to direct the new Executive Director, and to be a force themselves in the community.

Thank you for the opportunity to comment.

Liz Keegan, Ketchum



City of Ketchum

Mental Health Awareness Month Proclamation

- Whereas,** mental health is fundamental to the overall health and wellbeing of all Blaine County citizens, as it results in productive activities, fulfilling relationships with others, and the ability to adapt to change and cope with adversity; and
- Whereas,** we are all impacted by mental health, and one-in-five adults and one-in-four children experience a mental health condition each year; and
- Whereas,** suicide is the 10th leading cause of death in the United States and the 2nd leading cause among young adults, and 90% of people who die by suicide had shown symptoms of a mental health condition; and
- Whereas,** stigma and the resulting discrimination is the a primary obstacle to early identification and effective treatment of individuals with emotional distress and their ability to recover and lead full, productive lives; and
- Whereas,** we now know that resilient communities can improve the chances that children will experience connection, safe places to live, learn and play, and have opportunities to engage with others. These key experiences go a long way to reducing the lifelong effects of ACEs (Adverse Childhood Experiences); and
- Whereas,** we come together with every citizen and community to help end the silence and stigma that for too long has made people feel isolated, alone, and has discouraged people from seeking help; and
- Whereas,** through public education and working together to raise awareness, we can help improve the lives of individuals and families affected by mental illness, thereby creating a more resilient Blaine County.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim the month of May 2022 as Mental Health Awareness Month to shine a light on mental health challenges and fight stigma, provide support, educate the public, and advocate for equitable access to care.

From: Neil Bradshaw <NBradshaw@ketchumidaho.org>
Sent: Wednesday, April 27, 2022 3:37:09 PM
To: AllCouncil <AllCouncil@Ketchumidaho.org>
Cc: Jade Riley <jriley@ketchumidaho.org>; Lisa Enourato <LEnourato@ketchumidaho.org>; Tara Fenwick <tfenwick@ketchumidaho.org>; Suzanne Frick <sfrick@ketchumidaho.org>
Subject: Future council meeting dates for discussion

Dear council,

See below some thoughts on future council meet dates.
We will discuss further at the May 4 council meeting.

Council Meetings

Monday May 2nd (Regular)
Monday May 9 (Special) - To review feedback on Housing Action Plan - Council will then decide whether to adopt (or not)
Monday May 16 (Regular) - **CANCELLED**
Monday May 23 (Special)
Monday June 6 (Regular) - We can cancel or I can Zoom in - **TBD**
Tuesday June 21 (Regular) - **CANCELLED, Solstice Party that day**

My suggestion for June would be to have the Council meetings on **Monday June 13 and Monday June 27 instead (both Special).**

We do have budget workshop scheduled for morning of **Monday June 27** so could combine with **Special Council meeting that day depending on size of agenda**

Have a review and then we can talk through it on Monday and see what works best for everyone

Cheers
Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

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

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, April 18, 2022

CALL TO ORDER: *(00:02:16 in video)*

Mayor, Bradshaw called the meeting of Ketchum City Council to order at 4:02 p.m.

Roll Call:

Mayor, Neil Bradshaw
Jim Slanetz
Courtney Hamilton
Amanda Breen
Michael David

Also Present:

Jade Riley - City Administrator
Carissa Connelly – Housing Strategist
Suzanne Frick – Director, Building and Planning
Tara Fenwick - City Clerk & Administrative Business Manager
Matt Johnson – City Attorney
Ellen Campfield-Nelson – Agnew-Beck
Seana Doherty – Agnew-Beck
Colin Frolich - Landing Locals

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

- Neil Bradshaw – read a Dark Sky Proclamation.
- Courtney Hamilton shared appreciation for the tour of the City of McCall, Idaho.

CONSENT AGENDA: *(00:04:36 in video)*

Motion to approve consent agenda. Motion made by Councilor, Jim Slanetz seconded by Councilor, Amanda Breen. All in Favor.

PUBLIC HEARING

1. Recommendation to hold a public hearing and approve the 240 & 260 Lloyd Court Lot Line Shift Application.

Mayor, Neil Bradshaw, asked for public comment.

Public Comment:

None.

Mayor, Neil Bradshaw, closed public comment.

Motion to approve the 240 & 260 Lloyd Court Lot Line Shift Application. Motion made by Councilor, Amanda Breen seconded by Councilor, Michael David. All in Favor.

2. Recommendation to hold a public hearing and approve the 132 & 136 Lot Line Shift Application.

Mayor, Neil Bradshaw, asked for public comment.

Public Comment:

None.

Mayor, Neil Bradshaw, closed public comment.

Councilor, Amanda Breen recused.

Motion to approve the 132 & 136 Lot Line Shift Application. Motion made by Councilor, Courtney Hamilton seconded by Councilor, Jim Slanetz. All in Favor. 1 recused.

NEW BUSINESS: *(00:09:25 in video)*

Housing Strategist, Carissa Connelly, shared an update on the Housing Action Plan with the Council.

3. Recommendation to approve funding commitment letter with Ketchum Community Development Corporation for Bluebird Village Community Housing Project.

Councilors provided comment. Staff answered questions.

Mayor, Neil Bradshaw, asked for public comment.

Public Comment:

Perry Boyle	00:30:20
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Mayor, Neil Bradshaw, closed public comment.

Councilor, Courtney Hamilton recused.

Motion to approve funding commitment letter with Ketchum Community Development Corporation for Bluebird Village Community Housing Project. Motion made by Councilor, Jim Slanetz seconded by Councilor, Michael David. All in Favor. 1 recused.

CEO, Landing Locals, Colin Frolich, shared a presentation on a 'leasing to locals' program that Truckee, California developed.

Councilors provided comment. Staff answered questions.

Mayor, Neil Bradshaw, asked for public comment.

Public Comment:

Seana Doherty	01:06:50
Perry Boyle	01:09:10
Esther Williams / Halsey Pierce	01:11:15
Shannon Flavin	01:14:40

Mayor, Neil Bradshaw, closed public comment.

Housing Strategist, Carissa Connelly, communicated multiple opportunities for stabilizing Housing with the Council.

PUBLIC HEARING

4. Recommendation to review and adopt Ordinance #1234 establishing minimum residential densities in specific zoning districts, regulating the consolidation of lots in areas of Ketchum, prohibiting reduction of dwelling units in conjunction with new development projects, clarifying parking requirements for uses in the community core and tourist zones, and modifying the design review criteria for new development.

Director, Suzanne Frick reviewed for the Council, the development trend in the city core.

Senior Planner, Morgan Landers shared a presentation related to increasing residential density and vibrancy in the city core.

Mayor, Neil Bradshaw, asked for public comment.

Public Comment:

Spencer Cordovano	02:20:55
Brian Barsotti	02:25:00
Shannon Flavin	02:28:45

Bob Crosby	02:35:00
Perry Boyle	02:40:00
Pam Colesworthy	02:42:20
Sarah Michael	02:46:30
Kingsley Murphy	02:48:00
Tom Drougas	02:50:00

Mayor, Neil Bradshaw, closed public comment.

Council discussed the Ordinance and provided direction to staff.

ADJOURNMENT:

Motion to adjourn at 7:33 p.m. Motion made by Councilor, Michael David, seconded by Councilor, Jim Slanetz. All in Favor.

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-3700-3600 REFUNDS & REIMBURSEMENTS			
SUREFOOT	042022	OVERPAYMENT OF LOT.	442.61
Total :			442.61
LEGISLATIVE & EXECUTIVE			
01-4110-3200 OPERATING SUPPLIES			
PERRY'S	220422-08-48	2 CEASAR WRAPS	12.16
Total LEGISLATIVE & EXECUTIVE:			12.16
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	122126	NOTEBOOKS, PENS, WHITEOUT, ENVELOPES, HIGHLIGHTERS	281.82
01-4150-4200 PROFESSIONAL SERVICES			
SENTINEL FIRE & SECURITY, IN	75625	1494 - 500 E Ave N	85.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
RILEY, JADE	TE 042622	Reimbursement for Travel Expenses	701.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 86	2087264135 862B 041322	946.17
CENTURY LINK	2087265574 24	2087265574 240B 041322	56.81
COX BUSINESS	050589901 040	050589901 040622	346.78
DELL FINANCIAL SERVICES	81258611	001-8998447-005 APRIL RENEWAL	454.26
01-4150-5110 COMPUTER NETWORK			
DELL MARKETING L.P.	10577590152	53002614322- WINDOWS SOFTWARE	6,300.78
INTEGRATED TECHNOLOGIES	188964	PRINTER CONTRACT 03-17-22_04-16-22	629.26
DELL FINANCIAL SERVICES	81265387	001-9009257-001 MAY RENEWAL	1,465.97
01-4150-5200 UTILITIES			
CITY OF KETCHUM	FEB&MAR 20	360	107.32
CITY OF KETCHUM	FEB&MAR 20	208	760.58
CITY OF KETCHUM	FEB&MAR 20	772	128.30
CITY OF KETCHUM	FEB&MAR 20	9994	385.73
IDAHO POWER	2203990334 04	2203990334 041122	52.62
IDAHO POWER	2206452274 04	2206452274 042022	345.03
IDAHO POWER	2224128120 04	2224128120 042022	778.14
Total ADMINISTRATIVE SERVICES:			13,825.57
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 033122	General Services 24892R 033122	15,500.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total LEGAL:			15,500.00
NON-DEPARTMENTAL			
01-4193-4200 PROFESSIONAL SERVICE			
CLEARMINDGRAPHICS	4974	WARM SPRINGS PRESERVE- GRAPHIC DESIGN	1,750.00
DIXON RESOURCES UNLIMITED	3149	Parking SUPPORT SERVICES - MARCH 2022	5,711.25
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
BROWN AND CALDWELL	54441855	GEO THERMAL EVALUATION	819.07
Total NON-DEPARTMENTAL:			8,280.32
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2531881	SPONGE, HANDWASH, ODOR GENIE	14.22
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	991827	38950 041522	572.77
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	26219	Walkway Snow Removal - 2nd St. Parking Sidewalk	60.00
BIG WOOD LANDSCAPE, INC.	26220	Walkway Snow Removal - 4TH ST. SPRUCE TO WALNUT	60.00
BIG WOOD LANDSCAPE, INC.	26221	SNOW REMOVAL - 6TH ST. & LEADVILLE	60.00
BIG WOOD LANDSCAPE, INC.	26222	Walkway Snow Removal - Cimino Park	60.00
BIG WOOD LANDSCAPE, INC.	26223	Walkway Snow Removal - City Maintenance Yard	60.00
BIG WOOD LANDSCAPE, INC.	26224	Walkway Snow Removal & Ice Melt - Forest Service Park	60.00
BIG WOOD LANDSCAPE, INC.	26225	Walkway Snow Removal - KTS Exterior Sidewalks	60.00
BIG WOOD LANDSCAPE, INC.	26226	Walkway Snow Removal - KTS Interior	60.00
BIG WOOD LANDSCAPE, INC.	26227	SNOW REMOVAL - ORE WAGON MUSEUM	60.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	FEB&MAR 20	1127	29.10
CITY OF KETCHUM	FEB&MAR 20	9995	87.30
CITY OF KETCHUM	FEB&MAR 20	532	111.94
CITY OF KETCHUM	FEB&MAR 20	9991	109.64
CITY OF KETCHUM	FEB&MAR 20	536	261.90
CITY OF KETCHUM	FEB&MAR 20	456	29.10
CITY OF KETCHUM	FEB&MAR 20	1245	78.24
CITY OF KETCHUM	FEB&MAR 20	9996	107.34
CITY OF KETCHUM	FEB&MAR 20	560	29.10
IDAHO POWER	2201272487 04	2201272487 042022	177.03
IDAHO POWER	2203313446 04	2203313446 040822	5.31
IDAHO POWER	2203538992 04	2203538992 042022	34.06
01-4194-5910 REPAIR & MAINT-491 SV ROAD			
BIG WOOD LANDSCAPE, INC.	26228	Walkway Snow Removal - Starbucks	60.00
CENTURY LINK	2087250932 04	2087250932 035B 040422	55.41
CITY OF KETCHUM	FEB & MAR 2	192	649.73
GEM STATE PAPER & SUPPLY	1072134-01	COMPACT CORELESS TISSUES	397.44
IDAHO POWER	2202522062 04	2202522062 042022	419.74
SENTINEL FIRE & SECURITY, IN	75637	5088 - 491 Sun Valley Rd	85.00
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
CAR DOCTOR INC.	11716	CLUTCH AND STARTER REPLACE/REPAIR	2,327.80
LES SCHWAB	1170074854	New Tires and Balance for RANGER	857.68

Vendor Name	Invoice Number	Description	Net Invoice Amount
NAPA AUTO PARTS	100507	TAILGATE PARTS	53.37
RIVER RUN AUTO PARTS	6538-177230	WiPER BLADES	15.90
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2204-911509	CRIMP RING, DREMEL, CRIMP TOOL	83.07
CEM AQUATICS	6724	Splash Pad Parts	130.97
CEM AQUATICS	6725	filter CARTRIDGE CLEAN/CLEAR	802.91
CEM AQUATICS	6758	PRESS & PLAY REPLACEMENT KIT	594.67
CHATEAU DRUG CENTER	2532585	MATCHES	5.67
PIPECO, INC.	S4515135.001	PVC MATERIALS	381.65
SILVER CREEK COMPUTER CEN	0006255311-00	PVC CUTTER	13.74
STANDARD PLUMBING SUPPLY	QCVD50	HOSE BIBB, COUPLINGS, PEX PIPE	66.24
WOOD RIVER LOCK SHOP, LLC	18622	LEROY KEYS	7.00
Total FACILITY MAINTENANCE:			9,195.04
POLICE			
01-4210-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	991718	37264 041522	1,143.90
01-4210-3620 PARKING OPS EQUIPMENT FEES			
AT&T MOBILITY LLC	287310798935	287310798935 032322	381.09
01-4210-4200 PROFESSIONAL SERVICES			
MOUNTAIN HUMANE	5493	Ketchum Impound Medical Costs	150.00
01-4210-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087267848 10	2087267848 105B 041322	69.24
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
KETCHUM AUTOMOTIVE INC.	94385	Oil Change	73.76
WILLS TOYOTA	6175030/1	Rav 4 REPAIRS	2,029.03
Total POLICE:			3,847.02
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLIES FIRE			
A.C. HOUSTON LUMBER CO.	2204-913724	12" Hacksaw Blades for Rescue 1 and shop	6.58
UPS STORE #2444	MMN7FR5KRJ	CAR PARTS	12.16
01-4230-3210 OPERATING SUPPLIES EMS			
CHATEAU DRUG CENTER	2533683	Ziploc Bags for EMS Supplies	9.48
LINDE GAS & EQUIPMENT INC.	70194967	Cylinder Rental	62.40
HENRY SCHEIN	18968443	Medical Supplies	487.10
HENRY SCHEIN	19265768	Drugs	12.57
HENRY SCHEIN	19265768	Medical Supplies	131.02
HENRY SCHEIN	19428599	Medical Supplies	447.11
TELEFLEX LLC	9505355795	EZ-10 15mm Needle Set for R1	677.50
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	991719	37267 041522	352.33
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	991719	37267 041522	181.77

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-4910 TRAINING EMS			
NATIONAL MED. ED. AND TRAIN	13131	Paramedic Program for Hannah Baybutt	9,800.00
01-4230-5200 UTILITIES			
CITY OF KETCHUM	FEB&MAR 20	2307	282.23
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	2204-910984	Drill Bit, DremelEZ409- 1-1/2 Metal CW DremelEX402 Mndrel Lock Shop Tools	44.86
A.C. HOUSTON LUMBER CO.	2204-912944	Fasteners, 3/16 Locknut for E101	3.00
A.C. HOUSTON LUMBER CO.	2204-913183	Extension Cord, Locknut, Washer Hex Bolt for E101	12.79
A.C. HOUSTON LUMBER CO.	2204-913724	4 hacksaw blades for Rescue 1 and shop	6.58
RIVER RUN AUTO PARTS	6538-177175	OIL for T1	56.85
RIVER RUN AUTO PARTS	6538-177273	Wire Terminal Clip for E101	6.60
RIVER RUN AUTO PARTS	6538-177314	Rub Compound and Truck Vextens for shop supplies	78.79
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
KETCHUM AUTOMOTIVE INC.	91888	Annual Tire Swap	88.00
01-4230-6910 OTHER PURCHASED SERVICES EMS			
NORTH BLAINE COUNTY FIRE D	2022-02	Storage fee for AMB 23	1,000.00
Total FIRE & RESCUE:			13,759.72
STREET			
01-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2204-910833	3/8 MPT HEX NIPPLE	4.49
CHATEAU DRUG CENTER	2532850	LOTION	19.94
D & B SUPPLY INC.	11044 040222	MARK WORK SHIRTS/PANTS	139.96
D & B SUPPLY INC.	11044 042322	WORK PANTS AND SHIRTS	193.95
01-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2204-913088	WASHERED PIN 100 PK	14.79
GRAINGER, INC., W.W.	9264667545	CoRD FOR HOTSY PRESSURE WASHER	110.27
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	991720	37269 041522	2,215.65
01-4310-4200 PROFESSIONAL SERVICES			
VISION STUCCO & PLASTER	291	STUCCO REPAIR	469.00
01-4310-5200 UTILITIES			
CITY OF KETCHUM	FEB&MAR 20	9999	158.12
CITY OF KETCHUM	FEB&MAR 20	9993	194.70
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	100633	OXYGEN SENSORS	153.78
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
CLEARWATER POWER EQUIPME	23032	SMALL SANDER REPAIR	24.80
OWEN EQUIPMENT	00106803	SPRNG REPAIR- PLOW TRUCK	893.71
LES SCHWAB	11700741407	REPAIRED LUG NUTS -TILTDECK TRAILER	149.94
METROQUIP, INC.	P15077	4" SEALING DIS	175.00
UTILITY TRAILER SALES OF BOI	78378PB	TORSION SPRING- PLOWTRUCK	309.68
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1982842	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87

Vendor Name	Invoice Number	Description	Net Invoice Amount
TREASURE VALLEY COFFEE INC	2160:08173341	CREAM, TEA	49.54
TREASURE VALLEY COFFEE INC	2160-08193888	COFFEE	76.43
01-4310-6920 SIGNS & SIGNALIZATION			
NATIONAL SIGNAL INC.	0037554-IN	Electronic Sign Boards: REPAIR	194.65
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2203855230 04	2203855230 042022	50.53
IDAHO POWER	2207487501 04	2207487501 042022	7.57
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING IN	472	MARCH 22- MATERIAL DUMP	1,036.00
WALKER SAND AND GRAVEL	1005894	1/2" SCREENED CHIP	583.26
WALKER SAND AND GRAVEL	1007763	3/8" Crushed Fines	202.66
TRAFFIC SAFETY STORE	#INV900447	100 Traffic Cones	3,454.00
Total STREET:			10,921.29
RECREATION			
01-4510-3200 OPERATING SUPPLIES			
SYSCO	240036434	Concession & Supplies	72.25
01-4510-3250 RECREATION SUPPLIES			
CHATEAU DRUG CENTER	2534497	BIRD FOOD, POLYSPORIN, GLUE	41.75
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	05524555	BANANAS, CANTALOUPE	11.14
ATKINSONS' MARKET	05524904	ORANGES AND CANTALOUPE	16.11
ATKINSONS' MARKET	06585324	TACO INGREDIENTS, FRUIT	67.36
ATKINSONS' MARKET	08451567	PIZZA, PEPPERS	9.51
ATKINSONS' MARKET	08452236	TACO INGREDIENTS, ORANGES	33.67
SYSCO	240036434	Concession & Supplies	173.50
Total RECREATION:			425.29
Total GENERAL FUND:			76,209.02
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7100 SUN VALLEY RD MILL & OVERLAY			
JACOBS ENGINEERING GROUP, I	D3576100-003	Sun Valley Road Rehabilitation Engineering Design Services	14,857.50
JACOBS ENGINEERING GROUP, I	D3576100-004	Sun Valley Road Rehabilitation Engineering Design Services	14,047.50
JACOBS ENGINEERING GROUP, I	D3576100-005	Sun Valley Road Rehabilitation Engineering Design Services	8,962.50
03-4193-7130 COORID00R TIMING PLAN			
HDR ENGINEERING, INC.	1200417544	Main Street (SH-75) SIGNAL TIMING	446.00
03-4193-7193 MAIN ST/WARM SPRINGS DESIGN			
HDR ENGINEERING, INC.	1200417588	Warm Springs Road Corridor Alternatives Analysis	3,979.50
HDR ENGINEERING, INC.	1200421369	Main Street Alternatives Analysis	4,062.00
Total GENERAL CIP EXPENDITURES:			46,355.00
Total GENERAL CAPITAL IMPROVEMENT FD:			46,355.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
ASCAP	500713125 042	License Fees	30.67
Total ORIGINAL LOT TAX:			30.67
Total ORIGINAL LOT FUND:			30.67
STRATEGIC INITIATIVE FUND			
STRATEGIC INITIATIVE EXPENSE			
54-4410-4200 PROFESSIONAL SERVICES			
CONNELLY, CARISSA	6	COMMUNITY HOUSING CONSULTING	18,952.50
PERRY'S	220422-08-18	Sandwiches, Cookies	189.96
AGNEW BECK CONSULTING INC	10348	Housing Action Plan & Assessment	14,655.00
ALBOUM TRANSLATION SERVIC	I-16513	Housing ACTION PLAN EDITS	1,527.42
ALBOUM TRANSLATION SERVIC	I-16557	NEWSLETTER AND SURVEY 42022	74.52
ALBOUM TRANSLATION SERVIC	I-16558	INDESIGN UPDATE	60.00
Total STRATEGIC INITIATIVE EXPENSE:			35,459.40
Total STRATEGIC INITIATIVE FUND:			35,459.40
WATER FUND			
WATER EXPENDITURES			
63-4340-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2535727	SCISSORS, USB PORT	18.98
TREASURE VALLEY COFFEE INC	2160-08162443	COFFEE	45.60
63-4340-3400 MINOR EQUIPMENT			
McMASTER-CARR SUPPLY CO.	76396502	REFLECTIVE ALUMINUM SIGN	144.33
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	989503	37271 031522	403.05
UNITED OIL	991722	37271 041522	459.28
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 19	2087250715 195B 040422	123.49
VERIZON WIRELESS	9904100445	365516521 041322	123.21
63-4340-5200 UTILITIES			
IDAHO POWER	2206786259 04	2206786259 041922	42.02
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
RIVER RUN AUTO PARTS	6538-177093	HEAT SHRINK	10.14
Total WATER EXPENDITURES:			1,370.10
Total WATER FUND:			1,370.10
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2204-911822	SAW BLADES, GLOVES	46.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
ALSCO - AMERICAN LINEN DIVI	LBOI1981049	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.05
ALSCO - AMERICAN LINEN DIVI	LBOI1982847	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBOI1982847	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBOI1982848	005292 042222	126.36
ALSCO - AMERICAN LINEN DIVI	LBOI1982849	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
TREASURE VALLEY COFFEE INC	2160:08162441	COFFEE, CIDER	52.81
UPS STORE #2444	MMN7FR532D	WATER SAMPLES	14.58
UPS STORE #2444	MMN7FR5WP	WW UVT SENSORS	15.79
USA BLUEBOOK	942373	WIPS, SOLUTIONS, DISHES	603.46
USA BLUEBOOK	943190	REPL RDO PROBE CABLE	958.08
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	989502	37270 031522	452.02
UNITED OIL	991721	37270 041522	54.63
65-4350-4200 PROFESSIONAL SERVICES			
ROBERTS ELECTRIC	6878	LABOR-TROUBLESHOOT GENERATOR AFTER HOURS	142.50
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	208726895 402	2087268953 402B 041322	59.50
VERIZON WIRELESS	9903954345	2087214032 041022	24.52
VERIZON WIRELESS	9903954345	2087203093 041022	41.60
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 04	0030023747 041322	11,099.02
IDAHO POWER	2202703357 04	2202703357 041920	91.87
IDAHO POWER	2206786259 04	2206786259 041922	42.02
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
INTEGRITY PUMP SOLUTIONS, I	Y22M2-698	LS Pumpex Repair	9,146.00
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
MUMMERT, MICK	CR 042722	Reimbursement for Crew Sewer Line Repair- Food	62.92
UNITED OIL	989502	37270 031522	101.54
UNITED OIL	991721	37270 041522	92.68
VERIZON WIRELESS	9903954345	2087200427 041022	41.60
ONE.7, INC.	2007062943	Aries Part MOTOR	539.63
Total WASTEWATER EXPENDITURES:			23,961.42
Total WASTEWATER FUND:			23,961.42
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7811 CAPITAL FACILITY PLAN			
HDR ENGINEERING, INC.	1200424562	Contract 20576- Wastewater Facility Planning Studay	9,887.00
Total WASTEWATER CIP EXPENDITURES:			9,887.00
Total WASTEWATER CAPITAL IMPROVE FND:			9,887.00
ESSENTIAL SERVICES FAC. TRUST			
ESF TRUST EXPENDITURES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
95-4193-7201 FUTURE ESF CITY HALL			
OEC	CHANGE OR	RESTROOM/EMERGENCY SIGNS	993.00
Total ESF TRUST EXPENDITURES:			993.00
Total ESSENTIAL SERVICES FAC. TRUST:			993.00
Grand Totals:			194,265.61

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes



City of Ketchum

April 27, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage License

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of December 20, 2021 – August 31, 2022, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

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

Analysis

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

Financial Impact

- The City of Ketchum will realize revenue of \$268.52 from approval of this license in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Total Amount of Fees Paid</u>
Scout Wine and Cheese	X	X	X	X	X	\$ 268.52

Sincerely,

Shellie Rubel
Treasurer

Attachments: Alcohol application



City of Ketchum


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

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

APPLICANT INFORMATION		
Applicant Name: Scout Wine & Cheese LLC		Doing Business As: Scout Wine & Cheese
Physical Address where license will be displayed: 360 East Avenue, Unit 8, Ketchum, ID 83340		
Mailing Address: 229 Greenhorn Road, Hailey, ID 83333		
Recorded Owner of Property: Wood River Rentals, LLC		
Applicant Phone Number: 310-508-3082		Applicant Email: dianne@scoutsunvalley.com
STATE LICENSE NO: 5B - 31762 (copy required)		COUNTY LICENSE NO: 130 (copy required)
<p>Corporation: <input checked="" type="checkbox"/> Limited Liability Company</p> <p>Partnership: <input type="checkbox"/></p> <p>Individual: <input type="checkbox"/></p> <p>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		<p>List names and addresses of corporation officers and/or partners:</p> <p>Dianne Dillingham, Manager</p> <p>_____</p> <p>_____</p> <p>_____</p>
BEER LICENSE FEES		
X	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
X	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
X	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 268.52
ADDITIONAL INFORMATION		
<p>Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		

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

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

 Owner

Applicant Signature

Relation to Business

April 22, 2022

Date

City Clerk or Deputy Signature

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

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

State of Idaho

Idaho State Police

Cycle Tracking Number: 131203

Premises Number: 5B-31762

Retail Alcohol Beverage License

License Year: 2022

License Number: 31762

This is to certify, that Scout Wine & Cheese LLC
doing business as: Scout Wine & Cheese

is licensed to sell alcoholic beverages as stated below at:
360 East Avenue, Unit 8, Ketchum, Blaine County

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

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

TOTAL FEE: \$80.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

SCOUT WINE & CHEESE LLC
SCOUT WINE & CHEESE
229 GREENHORN RD

HAILEY, ID 83333

Mailing Address

License Valid: 02/01/2022 - 07/31/2022

Expires: 07/31/2022



THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

2022

BLAINE COUNTY
STATE OF IDAHO

No. 130

*** Transferred ***
*** 03/01/2022 ***

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT
doing business as

at 360 EAST AVENUE, UNIT 8, KETCHUM, ID 83340
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

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

Transfer Fee 60.00

Draught and Bottled or Canned Beer

Bottled or Canned Beer to be
consumed on premises

Bottled or Canned Beer not to
be consumed on premises


Retail Liquor-

Retail Wine

Wine by the Drink

Special Wine (Sunday)


TOTAL FEE: 60.00


Clerk of the Board of County Commissioners

SCOUT WINE & CHEESE LLC

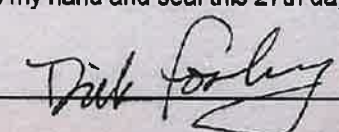
SCOUT WINE & CHEESE

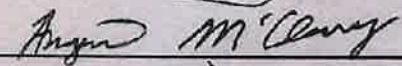
360 EAST AVENUE, UNIT 8, KETCHUM, ID 83340


Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 07/31/2022.

Witness my hand and seal this 27th day of September, 2021.


Chairman


Commissioner


Commissioner

(This license must be conspicuously displayed)



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve PO #22092

Recommendation and Summary

Staff is recommending the council to approve purchase order #22092 with Banyan Technologies Inc. for PLC upgrades at Bigwood Booster and rotary Park Well.

I recommend that Council approve purchase order #22092 with Banyan Technologies Inc. of Twin Falls, ID in a not to exceed amount of \$23,400 for professional services to upgrade the PLC's in Bigwood Booster and Rotary Park Well.

The reasons for the recommendation are as follows:

- Upgrade existing obsolete Allen Bradley SLC500 Programmable Logic Control (PLC) Systems to new Allen Bradley Micrologix PLC Systems.
- To stay up to date with the Allen Bradley PLC platforms.
- If something catastrophic happened and the PLC's went down it would be detrimental to our daily operations of these facilities since they are the brains of the operation that communicate to the SCADA system, which allows us to keep the systemic harmony between all systems.

Introduction and History

This is part of our ongoing SCADA and PLC System upgrades to keep our system running as smooth as possible. These PLC's are the last two to be upgraded in the system. The SCADA system along with its brains (PLC's) is our lifeline to the water system, giving us a real time account on what's going in the system with the click of a button.

Analysis

With the rapid changes in computer software platforms, we need to be proactive on staying up with the times.

Sustainability

The recommended action will further the goals of the 2022 Ketchum Sustainability Action Plan in the following ways:

- Continuing the upgrading and proficiency of our system.
- Assist us in running our system as efficiently as possible.

Financial Impact

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

Attachments:

Purchase order # 22092

Banyan Technologies Inc. Quote #KW-042122-2

Banyan Technologies Inc. Quote #KW-042123-1

Respectfully Submitted.

A handwritten signature in black ink, appearing to read 'Gio Tognoni', with a stylized flourish at the end.

Gio Tognoni
Water Division Supervisor



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

PURCHASE ORDER

BUDGETED ITEM? ☒ Yes ☐ No

PURCHASE ORDER - NUMBER: 22092

To: 1289 BANYAN TECHNOLOGY INC. BOX 5083 TWIN FALLS ID 83303-5083	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/27/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	BIG WOOD & ROTARY PARK WELL PLC 63-4340-4200	23,400.00	23,400.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		23,400.00

Authorized Signature

Banyan Technologies Inc.

P.O. Box 5083

Twin Falls, Idaho 83303-5083

Estimate

Date	Estimate #
4/21/2022	KW-042122-2

Name / Address
Ketchum City Utilities Geo Tononi PO. Box 2315 Ketchum, Idaho 83340

		Terms	Project
		Net 15	
Description	Qty	Cost	Total
Rotary Park PLC Upgrade Upgrade existing obsolete Allen Bradley SLC500 Programmable Logic Control (PLC) System to new Allen Bradley Micrologix PLC System. Price includes all PLC components, wiring, installation, PLC and SCADA programming, startup and testing. Prices good for 30 days from the date of this estimate	1	10,200.00	10,200.00
		Subtotal	\$10,200.00
		Sales Tax (6.0%)	\$0.00
		Total	\$10,200.00

Phone #	Fax #	E-mail
2087367363	208-734-8677	BVW@WATER2WIRE.COM

Banyan Technologies Inc.

P.O. Box 5083

Twin Falls, Idaho 83303-5083

Estimate

Date	Estimate #
4/21/2022	KW-042123-1

Name / Address
Ketchum City Utilities Geo Tononi PO. Box 2315 Ketchum, Idaho 83340

		Terms	Project
		Net 30	
Description	Qty	Cost	Total
Big Wood Booster PLC Upgrade Upgrade existing obsolete Allen Bradley SLC500 Programmable Logic Control (PLC) System to new Allen Bradley Micrologix PLC System. Price includes all PLC components, wiring, installation, PLC and SCADA programming, startup and testing Prices Good for 30 days from the date of this estimate		13,200.00	13,200.00
		Subtotal	\$13,200.00
		Sales Tax (6.0%)	\$0.00
		Total	\$13,200.00

Phone #	Fax #	E-mail
2087367363	208-734-8677	BVW@WATER2WIRE.COM



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract # 22089 Preventative Maintenance Work and Expansion of the Guy Coles Skate Park

Recommendation and Summary

Staff is recommending the council to approve Contract # 22089 with McDowell Concrete to complete preventive maintenance and expansion of the skate park and adopt the following motion:

"I move to approve Contract # 22089 for an amount not to exceed \$28,000 with McDowell Concrete and authorize the mayor to sign the Contract."

The reasons for the recommendation are as follows:

- This work was Approved by city council on June 7th 2021, but the contractor was not able to do the work before it got to cold.
- Expansion of the park was contemplated as part of the overall master plan and is supported by the skating community.
- Funds exist within the Parks Trust Account from donations and an additional \$8,000 is currently pledged

Introduction and History

Attached is a map which depicts the areas of proposed work by the contractor. The contractor's recommendation for the micro-expansion is based on project scope and availability. There are very few contractors specializing in the high-density concrete shaping required of skatepark construction, and of those contractors, few who are willing to perform work on a project this small. Additionally, these larger skatepark contractors are unlikely to have availability this year. The contractor selected is a former employee of Dreamland Skateparks, is familiar with the Guy Coles Ketchum Skatepark and has availability this year. An additional problem area has been identified since last year and will be addressed. This is the reason for the cost increase.

Financial Impact

The balance in the Guy Coles Skate Park Trust fund is \$18,873.32. There are two pledged donations totaling \$8,000. The remaining \$1,126.68 will come from Facilities Maintenance Professional services account.

Attachments:

- Attachment A: Contract # 22089
- Attachment B: Map of planned work
- Attachment C: Purchase order 22089



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

PURCHASE ORDER

BUDGETED ITEM? ☐ Yes ☐ No

PURCHASE ORDER - NUMBER: 22089

To: 5790 MCDOWELL CONCRETE PO BOX 42032 PORTLAND OR 97242	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/27/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	SKATE PARK EXPANSION 93-4900-6000	28,000.00	28,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		28,000.00

Authorized Signature



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT

Contract # 22089

(City of Ketchum/ McDowell Concrete LLC)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 2nd day of May, 2022, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and McDowell Concrete LLC, an Oregon limited liability company ("Contractor").

RECITALS

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

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

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

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve appearance throughout Ketchum in furtherance of the enjoyment of the residents and visitors of Ketchum.

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

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall perform excavation and concrete services in Ketchum as follows:
 - a. Contractor shall perform services as outlined in Staff report dated June 7, 2021 and approved by the City Council on June 7, 2021 and amended on April 26, 2022
 - b. Contractor shall provide professionally trained and duly licensed drivers, and safe, licensed, registered, well-maintained equipment necessary to perform excavation and concrete services for the City of Ketchum Skate Park. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.

- c. Contractor shall communicate directly with the Facilities Maintenance Supervisor regarding work to be performed as outlined in attached documentation and is required to obtain permission prior to performing any work outside the attached document's scope.
 - d. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks and trailers.
 - e. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
3. Payment for Services.
- a. In exchange for services, Ketchum will pay contractor based upon review and approval of work invoiced. Total amount of contract is not to exceed \$28,000.
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as labor, equipment, or traffic control and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time of Performance. Contractor shall provide the Services starting May 9, 2022 and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2023, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder. The City may terminate this agreement for any reason upon thirty days written notice to Contractor.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and

employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the equipment contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.

10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Chapter 1 of Title 74 of Idaho Code Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

CITY OF KETCHUM
BOX 2315
Ketchum, ID 83340

CONTRACTOR:

McDowell Concrete
P.O. Box 42032
Portland, OR 97242

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

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

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

20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 2nd day of May, 2022.

THE CITY OF KETCHUM,
an Idaho municipal corporation

MCDOWELL CONCRETE LLC,
an Oregon limited liability company

By: _____
Neil Bradshaw, Mayor



By: _____
Its: _____

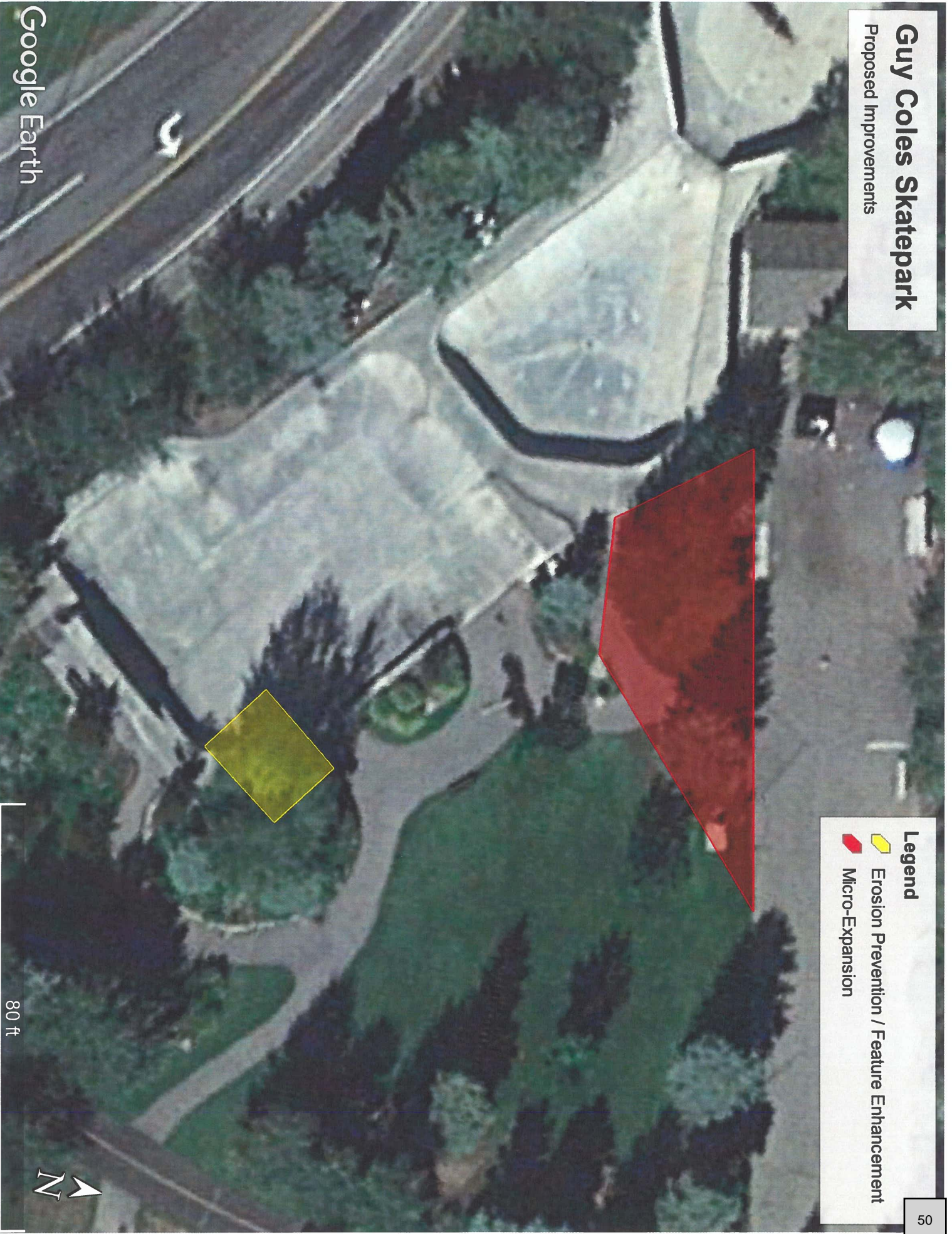
ATTEST:

Shellie Rubel
Treasurer

Guy Coles Skatepark

Proposed Improvements

- Legend**
-  Erosion Prevention / Feature Enhancement
 -  Micro-Expansion



Google Earth



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #22087 Summer Solstice Celebration – Powell Brothers Productions

Recommendation and Summary

Staff is recommending Council to approve Contract #22087, the Summer Solstice Celebration agreement with Powell Brothers Productions to perform at Warm Springs Preserve for the Summer Solstice celebration.

"I move to approve Independent Contractor Agreement #22087 with Powell Brothers Productions "

The reasons for the recommendation are as follows:

- The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration. Accordingly, the City has determined that the Summer Solstice Celebration serves a public purpose and is a benefit to its citizens.
- The Summer Solstice Celebration has been a successful addition to the event and one that the community looks forward to.
- The City desires to contract with an artist unique to this town to perform at the Summer Solstice Celebration.

Introduction and History

This year's Summer Solstice Celebration will be held at Warm Springs Preserve to acknowledge the community for their support in acquiring the property. This event will be the start of an annual tradition of the Summer Solstice Celebration at Warm Springs Preserve. This all-day event will have multiple bands, as well many opportunities to support local food and beverage vendors, and a silent auction to benefit Warm Springs Preserve. We anticipate 1000 people in attendance. Staff would like to continue this successful event for the community and visitors. Staff worked with Tolar Powell Entertainment, LLC to contract with Powell Brothers Productions for June 21, 2022. Powell Brothers Productions will play music that will fit well within the theme of the Summer Solstice Celebration.

Financial Impact

The performance will be funded from the Events budget.

Attachment:

Contract #22087

INDEPENDENT CONTRACTOR AGREEMENT #22087 WITH POWELL BROTHERS PRODUCTIONS

This Performance Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the state of Idaho ("City"), and Powell Brothers Productions ("Artist").

RECITALS

Whereas, the City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration event. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens; and

Whereas, the City desires to contract with an artist unique to this town to celebrate the Summer Solstice Celebration.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

Artist Company agrees to provide performance services pursuant to the terms and conditions of this Agreement.

1. SCOPE OF WORK:

Date of Engagement: One Show
All Ages
Tuesday, June 21, 2022
6p.m.
One (1) two hour set (120 minutes)

Venue: Warm Springs Preserve
Ketchum, ID

Announcement Date: May 15, 2022

City will provide and pay for stage and sound.

Contacts: Production
Eryn Alvey
Events Manager
City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340
208-727-5077
éalvey@ketchumidaho.org

2. COMPENSATION AND PAYMENT TERMS:

Five thousand, Five hundred and NO/100ths Dollars (\$5,500) is guaranteed to Artist (Flat Guarantee).

Artist will be paid in full, rain or shine.

Payment shall be paid-in-full to Powell Brothers Productions and presented to Artist upon completion of performance on June 21, 2022.

3. RIGHT OF CONTROL: The City agrees that it will have no right to control or direct the details, manner, or means by which Artist accomplishes the results of the services performed hereunder.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: Artist Company is not an employee, servant, agent, partner, or joint venture of the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Artist Company.

5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Artist Company or the employees of Artist Company, including Artist. Artist Company shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Artist Company understands that Artist Company is solely responsible to pay, according to law, Artist Company's income tax. Artist Company further understands that Artist Company may be liable for self-employment (Social Security) tax to be paid by Artist Company according to law.

6. LICENSES AND LAW: Artist Company represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Artist Company further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

7. FRINGE BENEFITS: Because Artist is engaged in its own independently established business, Artist Company is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.

8. WORKER'S COMPENSATION: Artist shall maintain in full force and effect worker's compensation and employer's liability insurance for Artist Company and any agents, employees, and staff that Artist Company may employ, and provide proof to the City of such coverage or that such worker 's compensation insurance is not required under the circumstances.

9. TERM OF AGREEMENT: This Agreement shall commence as of the effective date specified in this Agreement and shall remain in effect until the fulfillment of the requirement in this Agreement, unless terminated by either party as set forth in this Agreement.

10. ENTIRE AGREEMENT: This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

11. GENERAL ADMINISTRATION AND MANAGEMENT: The Mayor and the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

12. AMENDMENTS: This Agreement may be amended only in writing upon mutual agreement of both the City and Artist Company.

13. ASSIGNMENT: It is expressly agreed and understood by the parties hereto that Artist Company shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.

14. NOTICES: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

TO CITY: City Administrator
 City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340

TO ARTIST COMPANY: Powell Brothers Productions
 450 Browders Loop West
 New Waverly, Texas 77358

15. DISCRIMINATION PROHIBITED: In performing the services required herein, Artist Company agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part.

16. STANDARD OF SERVICE: Artist Company shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Artist Company makes no other warranty either expressed or implied.

17. INDEMNIFICATION: Artist Company agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Artist Company, Artist Company's agents, employees, or representatives under this Agreement.

18. INSURANCE: Artist Company agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Artist Company shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance and endorsements required by this Article to:

City of Ketchum
Attn: City Administrator
PO Box 2315
Ketchum, ID 83340

19. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

20. APPLICABLE LAW: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

21. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement

will nevertheless remain in full force and effect.

22. ATTORNEY FEES: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

23. EFFECTIVE DATE: The effective date of this Agreement shall be the day this Agreement is signed by the City.

24. DISPUTES: In the event that a dispute arises between the City and Artist Company regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

25. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

IN WITNESS WHEREOF, THE CITY and ARTIST COMPANY have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM
P.O. BOX 2315
KETCHUM, IDAHO 83340

Powell Brothers Productions
450 Browders Loop West.
New Waverly, TEXAS 77358

Neil Bradshaw, Mayor

Signature

Date

Print Name

Date

ATTEST:

TARA FENWICK
City Clerk

Date



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #22088 Summer Solstice Celebration – Grateful Band

Recommendation and Summary

Staff is recommending Council to approve Contract #22088, the Summer Solstice Celebration agreement with Grateful to perform at Warm Springs Preserve for the Summer Solstice celebration.

“I move to approve Independent Contractor Agreement #22088 with Grateful.”

The reasons for the recommendation are as follows:

- The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens.
- The Summer Solstice Celebration has been a successful addition to the event and one that the community looks forward to.
- The City desires to contract with an artist unique to this town to perform at the Summer Solstice Celebration.

Introduction and History

This year's Summer Solstice Celebration will be held at Warm Springs Preserve to acknowledge the community for their support in acquiring the property. This event will be the start of an annual tradition of the Summer Solstice Celebration at Warm Springs Preserve. This all-day event will have multiple bands, as well many opportunities to support local food and beverage vendors, and a silent auction to benefit Warm Springs Preserve. We anticipate 1000 people in attendance. Staff would like to continue this successful event for the community and visitors. Staff worked with Sean Hatton to contract with Grateful for June 21, 2022. Grateful will play music that will fit well within the theme of the Summer Solstice Celebration.

Financial Impact

The performance will be funded from the Events budget.

Attachment:

Contract #22088

INDEPENDENT CONTRACTOR AGREEMENT #22088 WITH SEAN HATTON

This Performance Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the state of Idaho ("City"), and Sean Hatton ("Artist Company") and Grateful ("Artist")

RECITALS

Whereas, the City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration event. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens; and

Whereas, the City desires to contract with an artist unique to this town to celebrate the Summer Solstice Celebration.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

Artist Company agrees to provide performance services pursuant to the terms and conditions of this Agreement.

1. SCOPE OF WORK:

Date of Engagement: One Show
All Ages
Tuesday, June 21, 2022
8 p.m.
One (1) two hour set (120 minutes)

Venue: Warm Springs Preserve
Ketchum, ID

Announcement Date: May 15, 2022

City will provide and pay for lighting, stage and sound.

Contacts: Production
Eryn Alvey
Events Manager
City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340
208-727-5077
éalvey@ketchumidaho.org

2. COMPENSATION AND PAYMENT TERMS:

Five Thousand Dollars (\$5,000) is guaranteed to Artist (Flat Guarantee).

City will provide and pay for four (4) double rooms at the Wood River Inn, Hailey Idaho (June 21, 2022),

Artist will be paid in full, rain or shine.

Payment shall be paid-in-full to Sean Hatton and presented to Artist upon completion of performance on June 21, 2022.

- 3. RIGHT OF CONTROL:** The City agrees that it will have no right to control or direct the details, manner, or means by which Artist accomplishes the results of the services performed hereunder.
- 4. INDEPENDENT CONTRACTOR RELATIONSHIP:** Artist Company is not an employee, servant, agent, partner, or joint venture of the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Artist Company.
- 5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Artist Company or the employees of Artist Company, including Artist. Artist Company shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Artist Company understands that Artist Company is solely responsible to pay, according to law, Artist Company's income tax. Artist Company further understands that Artist Company may be liable for self-employment (Social Security) tax to be paid by Artist Company according to law.
- 6. LICENSES AND LAW:** Artist Company represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Artist Company further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.
- 7. FRINGE BENEFITS:** Because Artist is engaged in its own independently established business, Artist Company is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.
- 8. WORKER'S COMPENSATION:** Artist shall maintain in full force and effect worker's compensation and employer's liability insurance for Artist Company and any agents, employees, and staff that Artist Company may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.
- 9. TERM OF AGREEMENT:** This Agreement shall commence as of the effective date specified in this Agreement and shall remain in effect until the fulfillment of the requirement in this Agreement, unless terminated by either party as set forth in this Agreement.
- 10. ENTIRE AGREEMENT:** This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 11. GENERAL ADMINISTRATION AND MANAGEMENT:** The Mayor and the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.
- 12. AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both the City and Artist Company.

- 13. ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Artist Company shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.
- 14. NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:
- TO CITY: City Administrator
 City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340
- TO ARTIST COMPANY: Sean Hatton
 1515 W. Ada St.
 Boise, ID 83702
- 15. DISCRIMINATION PROHIBITED:** In performing the services required herein, Artist Company agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part.
- 16. STANDARD OF SERVICE:** Artist Company shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Artist Company makes no other warranty either expressed or implied.
- 17. INDEMNIFICATION:** Artist Company agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Artist Company, Artist Company's agents, employees, or representatives under this Agreement.
- 18. INSURANCE:** Artist Company agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Artist Company shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance and endorsements required by this Article to:
- City of Ketchum
Attn: City Administrator
PO Box 2315
Ketchum, ID 83340
- 19. NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- 20. APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.
- 21. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- 22. ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement,

the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

23. EFFECTIVE DATE: The effective date of this Agreement shall be the day this Agreement is signed by the City.

24. DISPUTES: In the event that a dispute arises between the City and Artist Company regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

25. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

IN WITNESS WHEREOF, THE CITY and ARTIST COMPANY have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM
P.O. BOX 2315
KETCHUM, IDAHO 83340

SEAN HATTON
1515 W. Ada St.
Boise, ID 83702

Neil Bradshaw, Mayor

Signature

Date

Print Name

Date

ATTEST:

Tara Fenwick
City Clerk

Date



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #22090 Summer Solstice Celebration – Edge Event Productions

Recommendation and Summary

Staff is recommending Council to approve Contract #22090, the Summer Solstice Celebration agreement with Edge Event Productions to provide lights, stage, and sound at Warm Springs Preserve for the Summer Solstice celebration.

“I move to approve Independent Contractor Agreement #22090 with Edge Event Productions.”

The reasons for the recommendation are as follows:

- The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens.
- The Summer Solstice Celebration has been a successful addition to the event and one that the community looks forward to.
- The City desires to contract with an artist unique to this town to perform at the Summer Solstice Celebration.

Introduction and History

This year’s Summer Solstice Celebration will be held at Warm Springs Preserve to acknowledge the community for their support in acquiring the property. This event will be the start of an annual tradition of the Summer Solstice Celebration at Warm Springs Preserve. This all-day event will have multiple bands, as well many opportunities to support local food and beverage vendors, and a silent auction to benefit Warm Springs Preserve. We anticipate 1000 people in attendance. Staff would like to continue this successful event for the community and visitors.

Analysis

Staff worked with Andy Feguson to contract with Edge Event Productions for June 21, 2022. Edge Event Productions will provide lights, stage, and sound for the Summer Solstice Celebration.

Financial Impact

The performance will be funded from the Events budget.

Attachment:

Contract #22090



City of Ketchum

Summer Solstice Celebration Contract #22090 with Edge Event Productions

THIS CONTRACT FOR SERVICES ("Agreement") is entered into effective as of this ____ day of _____ 2022 by and between Edge Event Productions (the "Contractor") and the City of Ketchum (the "City"), an Idaho municipal corporation (Edge Event Productions and City of Ketchum are, collectively, the "Parties") with reference to the following facts:

RECITALS

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens.
- B. The City has contracted with an artist(s) to perform at the Summer Solstice Celebration.
- C. Edge Event Productions provides services to local events and has the expertise and equipment necessary to meet the City's requirements to provide lights, stage and sound for the artist(s).
- D. The City of Ketchum desires to retain the services of Edge Event Productions and Edge Event Productions desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Services.** Edge Event Productions agrees to provide equipment, lights, stage and set up as listed in attached Powell Brothers and Grateful (the "Services") for the Summer Solstice Celebration on June 21, 2022.
2. **Payment for Services.** In exchange for the Services, the City of Ketchum shall pay Edge Event Productions Eight Thousand, Seven Hundred, Eighty-eight and NO/100th Dollars (\$8,788.00).
3. **Independent Contractor.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. The Contractor is not an employee of the City under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workers' Compensation Laws, and Contractor shall assume all liabilities and obligations imposed by any one or more of such laws. Contractor shall not have any authority to assume or create any obligations, express or implied, on behalf of the City.

4. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred by Contractor to any other party except upon the prior written consent of the City and approved by the Ketchum City Council.

5. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

6. **Insurance.** The City and Contractor warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.

7. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.

8. **Law of Idaho.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter into this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

EDGE EVENT PRODUCTIONS

Neil Bradshaw, Mayor

Andy Ferguson

ATTEST:

Tara Fenwick
City Clerk



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Road Closure for Special Event

Recommendation and Summary

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

June 16th, 2022; 3pm - 9pm; 5th St. between Washington Ave and 1st. Ave for the Sun Valley Museum of Art Summer Celebration and Exhibition Opening.

"I move to approve the street closure request for the SVMoA Street Party."

The reasons for the recommendation are as follows:

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

Introduction and History

This is the second year for this SVMoA Street Party utilizing the same road closure and site plan.

Financial Impact

SVMoA Summer Celebration and Exhibition Opening included payment for the road closure with their Special Event application.



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Extend Independent Contractor Agreement #20660 with Spur Community Foundation, Inc.

Recommendation and Summary

Staff is recommending the City Council approve a one-month extension to Independent Contractor Agreement #20660 with Spur Community Foundation, Inc. for services associated with finalizing the city's successful capital campaign to acquire Warm Springs Preserve.

"I move to approve the extended contract between the city and Spur Community Foundation, Inc associated with finalizing the city's successful capital campaign to acquire Warm Springs Preserve."

The reasons for the recommendation are as follows:

- The purchase amount of \$8m was transferred from Spur to the City for the acquisition of the property.
- The campaign also sought to raise an additional \$1m for site improvements and is just shy of reaching that goal.
- Spur continues to receive not only new donations but is actively collecting on previous pledges and wrapping up donor assistance. It will take the extra month to finalize all collections and complete the transfer to Ketchum's Warm Springs Preserve Fund.
- Staff will work with Spur to and communicate with the public that donations should go directly to the city's Warm Springs Preserve Fund starting June 1, 2022.

Introduction and History

On April 19, 2021, the city entered into a purchase agreement with Bob Brennan to acquire 65 acres of Warm Springs Ranch and plans to purchase the land with donations. Spur Community Foundation, Inc. acted as custodian of funds, involving extensive donor relations. The campaign was successful and 100% community-funded; the property was purchased by the city on April 14, 2022. The remaining funds are still held by Spur, with final pledge fulfillments and new donations still being received.

Sustainability Impact

There is no sustainability impact.

Financial Impact

This contract extension of \$5,000.00 will be funded from unallocated general fund revenues in the current fiscal year.



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Extend Independent Contractor Agreement #20638 with Nested Strategies

Recommendation and Summary

Staff is recommending the City Council approve an extension of Independent Contractor Agreement #20638 with Nested Strategies for services associated with a) the recent acquisition of the Warm Springs Preserve – in regard to the park master planning process, donor relations and communications with the community and b) Ketchum's Housing Action Plan – in regards to philanthropy coordination and partner support.

"I move to approve the extension of Independent Contractor Agreement #20638 between the city and Nested Strategies associated with the city's acquisition of Warm Springs Preserve and for Housing Action Plan support for an hourly rate of \$125 not to exceed 30 hours per month for six months."

The reasons for the recommendation are as follows:

Now that fundraising is complete, additional support is needed to ensure campaign promises are fulfilled (ex: donor recognition) and the community's voice is heard during the planning process.

Introduction and History

On April 14, 2022, the city successfully purchased and preserved 65 acres of the Warm Springs Ranch property for \$8 million. The funds were raised entirely by the community – the city's successful campaign was led by Nested Strategies' Carter Cox. Communications with donors and the public will be paramount during the master planning process.

Ketchum's Housing Action Plan, currently in a draft stage receiving public feedback, will be presented to the Council later this month. If approved, many of the goals set will only be reached via partnerships throughout the valley. Nested Strategies will work closely with Ketchum's Housing Strategist and various organizations to create a 'philanthropy coordination model' and a 'housing project portfolio' for partners to use.

Sustainability Impact

There is no sustainability impact.

Financial Impact

Ketchum agrees to pay NESTED STRATEGIES an hourly billable rate of \$125.00 for six months not to exceed 30 hours per month and an option to extend the contract for an additional six months.

Attachments:

1. Independent Contractor Agreement #20638
2. Scope of Work

INDEPENDENT CONTRACTOR AGREEMENT 20638

THIS AGREEMENT made and entered into this 18th day of May, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and NESTED STRATEGIES.

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Nested Strategies will provide services to the City of Ketchum consistent with the services identified in Attachment A associated with the city's capital campaign to acquire Warm Springs Ranch.
3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
4. Ketchum has appropriated funds for project coordination of the capital campaign to NESTED STRATEGIES in the amount of \$24,000.
5. NESTED STRATEGIES desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. SERVICES RECEIVED.** NESTED STRATEGIES agrees to provide those services described in Attachment A, as an independent contractor. NESTED STRATEGIES shall be responsible for all associated taxes, workers compensation and other related expenses.
- 2. TERM.** The term of this Agreement shall commence on May 18, 2021 and shall terminate on the 30th day of October, 2021 with an option to extend the contract for an additional six months.
- 3. CONSIDERATION.** In consideration for providing the services as herein provided, Ketchum agrees to pay NESTED STRATEGIES \$4,000 monthly at an hourly billable rate of \$125.00. Payments will be payable within 45 days of submittal of the invoice to the city. The invoice requesting payment shall itemize the specific service provided as identified in Attachment A.
- 4. REPORTING.** With each invoice, NESTED STRATEGIES will itemize the services performed, hours associated with the service and the cost for service.
- 5. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Carter Cox
NESTED STRATEGIES
214 W. Croy Street
Hailey, ID 83333

6. EQUAL EMPLOYMENT OPPORTUNITY. NESTED STRATEGIES covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event NESTED STRATEGIES refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to NESTED STRATEGIES. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if NESTED STRATEGIES is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of *its* property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

8. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred by NESTED STRATEGIES to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by NESTED STRATEGIES or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of NESTED STRATEGIES' obligations pursuant to this Agreement shall be the sole responsibility of NESTED STRATEGIES, and NESTED STRATEGIES covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of NESTED STRATEGIES' activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

NESTED STRATEGIES

CITY OF KETCHUM



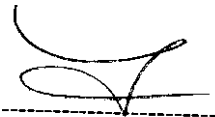
Carter Cox
Founding Principal

By



Neil Bradshaw
Mayor

ATTEST:



Lisa Enourato
Interim City Clerk

April 30, 2021

Mayor Bradshaw and City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

Dear Mayor Bradshaw and City of Ketchum,

I enjoyed visiting with you yesterday and learning more about the vision and opportunity for Warm Springs Ranch. I am honored to submit a proposal for a Campaign Planning Study and to support campaign fundraising efforts.

Our philanthropy services are designed to meet clients' specific and unique needs. We help clients identify opportunities to strengthen organizational capacity to achieve their goals. Cultivating and implementing the systems that make this fundraising effort consistent and sustainable are paramount to our work. Our process promotes transparency, engagement, and utilizing tools that will provide successful stewardship, cultivation, and fundraising for annual, capital, and major donor campaigns. We believe in being intentional, collaborative, and donor focused.

Our approach to working with clients is a confluence of authentic communication skills and systems management that encourages listening, creative problem solving, and builds confidence for all members of your team.

Through our Planning Study process, we help organizations plan for a successful campaign rather than simply inform the board about the feasibility of a campaign. A Planning Study is designed to engage stakeholders in the planning, creation, and implementation of a comprehensive fundraising campaign. The Need Statement will outline your history, the opportunity that you are considering and your estimated cost aspects of what the campaign will fund.

A Planning Study process illuminates the strengths and challenges of the proposed plan and identifies donor and leadership prospects for the campaign. It will also guide the project's leadership and city staff in understanding financial potential, outline a recommended strategic approach and define the steps required to achieve your goals in a comprehensive fundraising campaign. The Planning Study interviews are a valuable cultivation tool for lead and major gift donor prospects. The outcomes often help to identify and hone key messaging that resonates most with donors.

We will provide fundraising training and strategic support throughout our work together. When you are ready to begin the quiet phase of the capacity campaign, there will be a group of volunteers and staff with the skills and confidence to move forward on a larger fundraising campaign.

We are an efficient, creative, and nimble team. We are proudly bound by the code of ethics of the Association of Fundraising Professionals. We are committed to working with diligence and integrity as we help the City of Ketchum's team meet and fund your objectives.

I look forward to speaking with you further about this exciting project. Please contact me at 502.298.4131 if you have any questions.

Sincerely,



Carter Cox, Principal Philanthropy Advisor

Carter Cox, Founding Principal

Carter Cox is originally from Louisville, Kentucky and moved to Hailey, Idaho in 2019 after living in Jackson, Wyoming for seven years. During her time in Jackson, Carter worked for Slow Food in the Tetons as Director of Operations and volunteered as a board member, also serving in *staff* roles at the National Museum of Wildlife Art and the Jackson Hole Conservation Alliance. With a background in nonprofit management, philanthropy and leadership development, Carter enjoys working both with nonprofits and families to maximize community-based impact through philanthropic giving. Carter is particularly passionate about food systems, community resilience, and climate change mitigation. She enjoys anything active outdoors when not working or volunteering. Carter serves on the board of The Hunger Coalition, an organization building community through food and is part of the Wood River Women's Foundation.

We work with organizations in the context of capital campaign planning and implementation, strategic planning, organizational capacity budding, community outreach and leadership training. A select list of clients includes the following:

Sun Valley Institute for Resilience, Hailey, ID August 2020 - Present

Provide major gift fundraising, communications, and marketing consulting services, training, and strategic support to staff. Contact: Ms. Lexie Praggastis (208) 270-2770

The Sage School, Hailey, ID November 2019 - present

Provide campaign counsel and major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff, Contact: Mr. Harry Weekes, Founder and Head of School (208) 788-0120

Aspen Chapel, Aspen, CO October 2018 - present

Provide major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff.

Contact: Reverend Nicholas Vesey, Spiritual Leader (970) 355-4243

The Traveling School, Bozeman, MT August - December 2018 and January 2021- present

Provided major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff. Contact: Laura Brin, Development Director (406) 586-3096

The Argyros February - December 2020

Provide strategic guidance on database set-up, management, and development of major gift program to complete capital campaign and build-out annual major gift fundraising efforts. Contact: Margaret Hamamoto, Marketing and Development Director (808) 343-2377

Teton Raptor Center, Wilson, WY November 2019 - February 2020

Provide major gift fundraising consulting services and philanthropy training to staff, board, and volunteers to implement the \$10 million Capital Campaign to update the TRC facility and historic preservation of the Hardeman Barn. Contact: Ms. Amy McCarthy, Executive Director (307) 690-8514

City of Ketchum
Proposed Scope of Work and Cost Estimate
Campaign Planning Study and Campaign Counsel

Carter Cox of Nested Strategies will work with the Mayor and staff of the City of Ketchum to support and accomplish the following:

1) Conduct a Planning Study to assess the following factors that are critical to the success of a comprehensive campaign:

1. Vision for the Future
2. Compelling Need Statement
3. Qualified Prospects
4. Volunteer Leadership
5. Staff Leadership and Internal Resources

During the course of the Study, we will cover the following:

- Identify and review major gift donor community perceptions;
- Analyze financial goals;
- Identify possible naming opportunities, if appropriate;
- Recommend the amount that the Ketchum can expect to raise for this project;
- Outline recommended campaign timing, leadership, volunteers, and potential funding sources;
- Define recommended campaign strategies, activities, timeline, marketing materials and any additional resources required to ensure campaign success;
- Identify comparable or competing campaigns at other regional organizations;
- Key issues to be resolved before a campaign can be initiated;
- Suggested campaign timeline and budget;
- Determine constituent understanding of the importance of the proposed strategies;
- Assess and plan for organizational infrastructure and capacity to concurrently manage the comprehensive campaign and the annual fund.

2) Support the completion of the Warm Springs Ranch Comprehensive Campaign

- a) Provide "Keys to Fundraising Success" Training as appropriate;
- b) Provide counsel and support to conduct a Comprehensive Campaign;
- c) Work with City of Ketchum staff to develop Comprehensive Campaign case for support and supporting talking points;
- d) Work with staff to develop an updated visual Case Statement and supporting documents;
- e) Support the development of a general Case Statement video, if needed;
- f) Brief volunteers and core team for at least 20 lead and major gift donor visits and solicitations;
- g) Debrief all major gift donor solicitations with relevant teams;
- h) Provide strategic support to close pending gifts;
- i) Assist in managing a major gift pipeline;
- j) Research potential campaign donors;
- k) Assist with donor thank you protocols and follow up;
- l) Support the major donor prospect identification, review, tracking and reporting processes.

Planning Study Process

We will interview 20 - 30 current and prospective donors, with a focus on lead and major gift prospects that understand the work of the City of Ketchum and the Warm Springs Ranch project. We will prioritize those most likely to support the proposed campaign financial and/or as key partners. Confidential interviews in a private setting are the priority and interviews may be in person or via phone/video depending on comfort level while the pandemic still poses health threats. In some cases, City of Ketchum staff may be asked to join for the interviews to assist in detailed discussion of the project.

Interview questions will be adapted specific to the City of Ketchum and the project. Questions include the following:

1. How do you perceive the City of Ketchum's image?
2. Do you understand the City of Ketchum's need to raise funds as described in the Need Statement?
3. Describe the strengths and challenges of the plan and objectives.
4. Do you believe the fundraising goal for Warm Springs Ranch is attainable?
5. Where would this project fit into your philanthropic priorities?
6. Will you personally consider making a gift in support of the objectives identified?
 - a. If so, at what level would you make a gift?
 - b. If not, why?
 - c. Would you consider a planned/estate gift to the Warm Spring Ranch project?
7. How would you describe the fundraising ability of the City of Ketchum's leadership? *(This can be adapted based on involvement of a fiscal sponsor)*
8. Who do you think is the best volunteer to lead this campaign?
9. Will you consider assisting the City of Ketchum as a volunteer in this campaign?
10. How would you describe the fundraising ability of Ketchum's Mayor? (If appropriate)
11. Do you believe that the community will be receptive to this campaign?
12. How well does the City of Ketchum communicate with the community?
13. Do you believe the City of Ketchum should proceed with plans for a comprehensive campaign in support of the objectives identified in the Need Statement?

Planning Study Report

The Planning Study Report includes the quantitative data results, every comment (unattributed to the interviewees) and a thorough qualitative analysis of the findings. The Report also includes an Executive Summary, Significant Issues and Recommendations for Campaign Next Steps. The deliverables of the Planning Study will be presented in the following two formats:

Initial: An initial discussion of the draft of the Planning Study Report will be conducted with a small group of internal staff and committee leadership chosen by the City of Ketchum. Data, findings, and recommendations will be discussed, and all concerns and opportunities will be addressed. Nested Strategies will assist the City of Ketchum in understanding their capacity to successfully achieve the campaign goal.

Final: The formal presentation of the final version of the Planning Study Report is conducted as a planning session that includes a presentation and explanation of the Planning Study results along with recommended strategic steps for moving forward with the proposed campaign. An Executive Summary will also be created to distribute to Planning Study Participants. At the conclusion of this presentation, the City of Ketchum will have the information needed to make informed and strategic decisions about the next steps of the campaign. Nested Strategies will continue with the scope to provide Philanthropy Counsel unless the City of Ketchum elects to halt efforts for a fundraising campaign.

Nested Strategies: Responsibilities:

In the implementation of the services described above, Nested Strategies will be responsible for the following:

- a) Review and support the development of the Need Statement;
- b) Assist in the development of all relevant Planning Study correspondence;
- c) Assist in the identification and prioritization of Planning Study interview participants;

- d) Assist in the interview scheduling process;
- e) Conduct Planning Study interviews;
- f) Support the gathering of confidential on-line surveys with key stakeholders;
- g) Prepare and present comprehensive reports of findings and recommendations;
- h) Support donor prospect identification. review. tracking and reporting processes;
- i) Prepare volunteers for at least 5 Annual Fund major gift donor visits and solicitations;
- j) Brief and Debrief at least 5 Annual Fund major gift donor solicitations with relevant teams;
- k) Assist with an Annual Fund donor cultivation plan.

City of Ketchum Responsibilities:

To implement these services Ketchum leadership will be responsible for the following:

- a) Support qualified staff members and identify volunteers to lead and support the implementation of this campaign;
- b) Create Planning Study materials with Nested Strategies' support;
- c) Manage communication with all interview participants;
- d) Support any committee work;
- e) Coordinate all Planning Study and campaign marketing efforts;
- f) Lead the development of the Warm Springs Ranch Need Statement;
- g) Lead the development of a comprehensive list of interview participants;
- h) Lead the development. production and distribution of all Planning Study correspondence;
- i) Conduct necessary phone calls to schedule meetings and appointments including interviews;
- j) Assign staff to support all Planning Study services implementation;
- k) Coordinate all campaign marketing efforts.

Proposed Schedule and Pricing - 6 months

May 2021 - \$4,000	32 hours: Review all materials relevant to the project. present to staff leadership and partners on Planning Study process, assist with Planning Study interview planning, conduct internal workshop to clarify campaign goals and Need Statement development, identify connectors within partner/stakeholder group.
June 2021- \$4,000	32 hours: Prepare for Planning Study; finalize Need Statement; Conduct Planning Study interviews and relevant meetings; support major donor strategy development and solicitations. brief and debrief asks.
July 2021- \$4,000	32 hours: Compile and analyze initial Planning Study findings; write Draft Planning Study Report. Support major donor strategy development and solicitations. brief and debrief asks.
August 2021 - \$4,000	32 hours: Present draft Planning Study report and next step recommendations to leadership team and core committee. Present final Planning Study results to staff leadership and key partners; support Quiet Phase Major Gift solicitations, brief and debrief asks.

Pending a decision to continue with a full fundraising campaign:

September 2021- \$4,000	32 hours: work with City of Ketchum to develop full campaign materials; support leadership in hosting community gatherings and/or workshops related to the campaign; support Quiet Phase Major Gift solicitations. brief and debrief asks; provide strategic support to close pending gifts; assist in managing a major gift pipeline; assist with donor thank you protocols and follow up.
October 2021 - \$4,000	32 hours: work with City of Ketchum to develop full campaign materials; support leadership in hosting community gatherings and/or workshops related to the campaign; support Quiet Phase Major Gift solicitations, brief and debrief asks; provide strategic support to close pending gifts; assist in managing a major gift pipeline; assist with donor thank you protocols and follow up.

Scope Cost: \$24,000

The flow of hours within this proposal can shift throughout the process can based on need. To honor the fluid nature of the work, hours are tracked throughout the scope and can be balanced from month to month as approved by the City of Ketchum. If the City of Ketchum moves forward with a campaign, there is an option to extend the scope for additional 6 months.



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the Snowbird Townhomes Subdivision Preliminary Plat, Townhouse Preliminary Plats for Lots 1A and 2A, and Phased Development Agreements #22764 and #22765

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Subdivision Preliminary plat, townhouse preliminary plats, adopt the findings of fact, conclusions of law, and decision for each, and approve associated Phased Development Agreements as submitted by Dave Patrie, of Benchmark Associates on behalf of the property owner, Scott J Edwards. The request is for a Subdivision Preliminary Plat for the reconfiguration of lot lines and access within the Snowbird Subdivision and two separate Townhouse Preliminary Plat applications for the development of two detached townhomes on each lot. Each Lot is approximately 10,000 square feet and each townhouse is approximately 3,700 square feet.

Recommended Motion: "I move to approve the Snowbird Subdivision preliminary plat, as conditions and adopt the findings of fact, conclusion of law, and decision."

Recommended Motion: "I move to approve Townhouse Preliminary Plats for Lots 1A and 2A, as conditioned, adopt the findings of fact, conclusion of law, and decision, and approved associated Phased Development Agreements #22764 and #22765."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Preliminary Plats and Townhouse Subdivisions contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission approved the Design Review application and voted to recommend approval of the Subdivision Preliminary Plat and Townhouse Preliminary Plat applications and phased development agreements, as conditioned, on April 12, 2022.
- All city departments have reviewed the proposal and have no issue with the proposed subdivisions.

Introduction and History

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – *District Use Matrix*.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. as shown in Figure 1. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement as shown on the Preliminary Plat included as Attachment B. The applicant has submitted two townhouse preliminary plat applications, one for each lot. Attachment C and D include the preliminary plats for the townhouse subdivision applications.

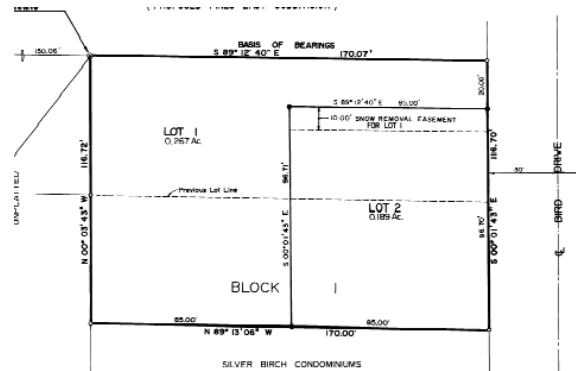


Figure 1: Snowbird Subdivision

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the City Council. The agreement for Lot 1A is included as Attachment H and the agreement for Lot 2A is included in Attachment I.

Analysis

Staff reviewed the subdivision preliminary plat application for reconfiguration of lot lines and access (P21-056) for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.040 – *Development and Design*. Please see Attachment E for the review of all requirements and standards. Staff reviewed the townhouse preliminary plats (P21-058 and P21-059) for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.080 – *Townhouses*. Please see Attachments F and G for the review of all requirements and standards.

Where “N/A” is checked, the standard is not applicable for one of the following reasons:

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

Staff recommends approval of the Subdivision Preliminary Plat application and both Townhouse subdivision applications with the following recommended Conditions of Approval:

Subdivision Preliminary Plat (P21-056)

1. The Final Plat application shall include a plat note that states the access easement shall remain open and unobstructed year-round.
2. 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.

Townhouse Preliminary Plat for Lot 1A (P21-056)

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-061.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
4. 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.

Townhouse Preliminary Plat for Lot 2A (P21-059)

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-062.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
4. 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 and Supporting Documents for all applications
- B. Subdivision Preliminary Plat plan set – Snowbird Subdivision (P21-056)
- C. Plan Set - Townhouse Preliminary Plat for Lot 1A (P21-058)
- D. Plan Set - Townhouse Preliminary Plat for Lot 2A (021-059)
- E. Draft Findings of Fact, Conclusions of Law, and Decision for P21-056
- F. Draft Findings of Fact, Conclusions of Law, and Decision for P21-058
- G. Draft Findings of Fact, Conclusions of Law, and Decision for P21-059
- H. Phased Townhouse Subdivision Agreement #22764 for Lot 1A
- I. Phased Townhouse Subdivision Agreement #22765 for Lot 2A

ATTACHMENT A:

**Application Materials and
Supporting Documents for all
applications**



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	P21-056
Date Received:	6-22-21
By:	ml
Fee Paid:	
Approved Date:	
Denied Date:	
By:	

Lot Line Shift Application

OWNER INFORMATION	
Owner Name: SCOTT J. EDWARDS	
Mailing Address: 13019 NAOMILAWN DRIVE SW, LAKEWOOD, WA 98498	
Phone: 253-576-8566	
Email: sjed55@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: SNOWBIRD SUBD: LOTS 1A & 2A	
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES	
Phone: 208-726-9512	
Mailing Address: PO BOX 733, KETCHUM, ID 83340	
Email: garth@bma5b.com	
Legal Land Description: LOTS 1 & 2, SNOWBIRD SUBDIVISION	
Street Address: 220 & 222 BIRD DRIVE	
Number of Lots: 2	Number of Units: N/A
Total Land Area in Square Feet: +/- 19,801 SF	Current Zoning District: GR-L
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
EXISTING 10' PUE CENTERED ON ALL SIDE AND REAR LOT LINES.	
PROPOSED 10' PUE ALONG FRONT LOT LINE.	
PROPOSED 20' WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A.	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

 REP.
Signature of Owner/Representative

5.11.21
Date



City of Ketchum
Planning & Building

Free

Subdivision Application

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

OFFICIAL USE ONLY	
Application Number	P21-058
Date Received	6-22-21
By:	mp
Fee Paid:	\$1050-
Approved Date:	
By:	

APPLICANT INFORMATION			
Name of Proposed Subdivision: SNOWBIRD TOWNHOMES, PHASE TWO ONE			
Owner of Record: SCOTT J. EDWARDS			
Address of Owner: 13019 NAOMILAWN DRIVE			
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES			
Legal Description: LOT 1A, SNOWBIRD SUBDIVISION			
Street Address: 222 BIRD DRIVE			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 SUBLOTS			
Total Land Area: 022 ACRE.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: EASEMENTS PER PREVIOUS PLAT.			
Briefly describe the improvements to be installed prior to final plat approval: DRYWELLS, UTILITY SERVEICES, HEATED PAVER DRIVEWAY, TOWNHOUSE UNITS			
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.

Applicant Signature

Date



City of Ketchum
Planning & Building

pre

OFFICIAL USE ONLY	
Application Number	P21-059
Date Received	6-22-21
By:	mp
Fee Paid:	\$1050-
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: SNOWBIRD TOWNHOMES, PHASE ONE TWO			
Owner of Record: SCOTT J. EDWARDS			
Address of Owner: 13019 NAOMILAWN DRIVE			
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES			
Legal Description: LOT 2A, SNOWBIRD SUBDIVISION			
Street Address: 220 BIRD DRIVE			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 SUBLOTS			
Total Land Area: 0.23 ACRE.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
EASEMENTS PER PREVIOUS PLAT.			
Briefly describe the improvements to be installed prior to final plat approval:			
DRYWELLS, UTILITY SERVICES, HEATED PAVER DRIVEWAY, TOWNHOUSE UNITS			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

Applicant Signature

Date

Instrument # 671079

HAILEY, BLAINE, IDAHO
07-24-2020 11:22:54 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile



WARRANTY DEED

For Value Received

William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest,

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

Scott J. Edwards, an unmarried man

the Grantee, whose current address is: 13019 Naomilawn Dr. SW, Lakewood, WA 98498

the following described premises, to-wit:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

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 21 day of JULY, 2020, _____.

Restated McMahan 1986 Revocable Trust, dated
May 17, 1995

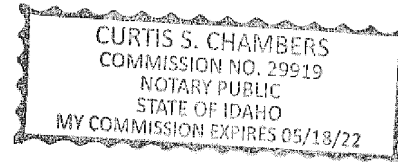

William A. McMahan Trustee

State of ID
County of BLAINE

This record was acknowledged before me on 21 day of JULY, 2020, by
William A. McMahan as Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995.


Notary Public HARLEY, ID
My Commission Expires: 5-18-22

(STAMP)



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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:


Authorized Countersignature

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




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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

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

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File No. 2022463

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

Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: N/A
Loan ID Number: N/A
Commitment Number: 2022463
Issuing Office File Number: 2022463
Property Address: 220 Bird Dr., Ketchum, ID 83340
222 Bird Dr., Ketchum, ID 83340
Revision Number:

1. Commitment Date: July 01, 2020 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy Standard \$1,200,000.00

Proposed Insured: Scott J. Edwards

(b) ALTA Loan Policy Standard

Proposed Insured:

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

Fee Simple

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

Kimsquit Real Estate, Inc, an Idaho Corporation, as to an undivided 50% interest, as a tenant in common and William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest, as a tenant in common

5. The Land is described as follows:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

STATEMENT OF CHARGES

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

Owner's Policy: \$3,180.00

Underwriter remittance
\$381.60

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2022463

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 evidence of the marital status of **Scott J. Edwards**. If said person is married the Company requires the joinder of the spouse.
6. The corporate charter of **Kimsquit Real Estate, Inc.** has been forfeited or administratively dissolved. The Company requires that the charter be reinstated and that the Company be furnished satisfactory evidence of good standing. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
7. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of **Restated McMahan 1986 Revocable Trust, dated May 17, 1995**, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
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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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2022463

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$3,224.84, which are paid in full. (Parcel No. RPK05240000010)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Note: General taxes for the year 2019, a lien in the amount of \$2,966.88, which are paid in full. (Parcel No. RPK05240000020)

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Power Line Easement, including the terms and provisions thereof, recorded July 8, 1963 in Book 178 of Deeds at page 35, as [Instrument No. 118840](#), records of Blaine County, Idaho.
13. Notes, Easements and Restrictions, as shown on the official map of Snowbird Subdivision, recorded July 9, 1990 as [Instrument No. 321440](#), records of Blaine County, Idaho.
14. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

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

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

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

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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?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

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

Privacy Notice for California Residents

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

Information Stewart Collects

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

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

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

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

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

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

Use of Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Idaho Power Application for Release of Easement

This application form is to be used to request that Idaho Power release part or all of an existing Idaho Power easement. Upon submittal of this form, Idaho Power will review the easement to determine if the easement (or a portion thereof) will be released or retained. Note the acceptance of the application does not obligate Idaho Power to release any portion of the easement.

Time Frame: Depending on the request, the process may take over ten weeks. This time frame begins once a complete application packet is received by Idaho Power's Corporate Real Estate Department. Some requests may require greater information or expense. Please be as thorough as possible to save processing time. You will be notified if the application package is not complete.

Process: Once received, the request will be reviewed to determine if the easement is required for current or future facilities. Be aware, requests will not be approved if electrical facilities are present. In addition, easements for transmission lines may require special consideration. Please call 208-388-2699 if you are requesting the release of a transmission line easement.

In some cases where electrical facilities are present, relocation of the facilities may be an option. If facility relocation is needed to allow an easement to be released, the cost of such relocation(s) would be paid by the applicant before the release is granted. If required, the acquisition of new easements or the relocation/removal of facilities must be completed prior to Idaho Power issuing a release of easement.

If the request is granted, the appropriate documentation will be created and a copy will be sent to the applicant.

Required Enclosures:

For an application to be considered for review, the following items are required:

1. A completed application.
2. A recorded copy of the document to be reviewed: Idaho Power Easements, Subdivision Plats, Townsite Plats, etc. Copies of these documents may be obtained through the county recorder's office or a title company.
3. A legal description prepared by a licensed surveyor defining the area being requested for release.
4. A map showing the property boundaries, with the easement area clearly marked, a compass, and any neighboring streets or landmarks.
5. A non-refundable application fee of \$150 payable to Idaho Power.
6. In some cases, an ALTA/ASCM Land Title Survey or an easement valuation may be needed.

When the application is complete, send it to the Corporate Real Estate Department at the address listed on the application form, or via e-mail to easements@idahopower.com (payment must be sent via regular mail or personal delivery). If questions arise on the required content of this application, please call 208-388-2699 (Easement Specialist).

Idaho Power Application for Release of Easement

Applicant may be requested to pay other costs if required to complete this request (e.g., surveying, appraisal, title search, etc.)

Mail to: Corporate Real Estate Department: Land Management & Permitting (or email to easements@idahopower.com)
Attn: Easement Specialist
P.O. Box 70
Boise, ID 83707-0070
Phone: (208) 388-2699

David Patrie

Digitally signed by David Patrie
Date: 2022.01.25 10:40:39 -07'00'

Applicant's Signature and Printed Name

Applicant Information

Applicant's Name Benchmark Associates		Date 01/25/22	
Mailing Address PO Box 733		City Ketchum	State ID
Phone 208.726.9512		Cell	E-mail dave@bma5b.com

Current Property Owner Information

Owner's Name Scott Edwards			
Mailing Address 13019 Naomilawn Dr SW		City Lakewood	State WA
Phone		Cell	E-mail sjed55@gmail.com

Type

<input type="checkbox"/> Idaho Power Easement	<input checked="" type="checkbox"/> Public Utility Easement	<input type="checkbox"/> Road Right of Way	<input type="checkbox"/> Other
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Easement Information

Instrument # 321440	Date Recorded 07-09-1990	Execution Date 07-09-1990
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Location Information

County Blaine	Quarter	Township 4N	Range 17E	Section 13
Subdivision Snowbird Subdivision	Block 1	Lot 1 & 2	Parcel Number / Assessor's Number RPK05240000010 & RPK05240000020	

In addition to information provided, please explain request. (If more space is needed, please use the backside of this form.)

(Why is this needed? Is there a pending sale? Are there any associated public hearings? What are your dates of construction?)
We are proposing a replat of this subdivision in which the lot lines are reconfigured. The subdivision plat granted PUE along all side and rear lot lines. The "flag" portion of along Lots 1-2 is proposed to be eliminated. This reconfiguration eliminates the need for the PUE along the former north/south lot line of 96.71' with a bearing of S 00 deg 01' 43" east and the former east/west lot line of 85.00' with a bearing of S 89 deg 12' 40" E (see attached exhibit). All other PUEs will remain and additional PUEs are granted on the proposed plat as shown in the attached preliminary plat. Public hearing scheduled.

Required Enclosures (See explanations on cover letter)

<input checked="" type="checkbox"/> Complete Application	<input checked="" type="checkbox"/> Copy of easement, subdivision plat, or city town site
<input checked="" type="checkbox"/> Map of Location	<input checked="" type="checkbox"/> \$150 Application Fee
	<input checked="" type="checkbox"/> Legal Description

For IPC Use Only

Release Number	Application Received	Check Number	Date Completed
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AFFIDAVIT OF LEGAL INTEREST

State of _____)

ss

County of _____)

I, Scott Edwards, 13019 Naomilawn Dr SW
(Name) (Address)
Lakewood, WA 98498
(City) (State/Zip)

Being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

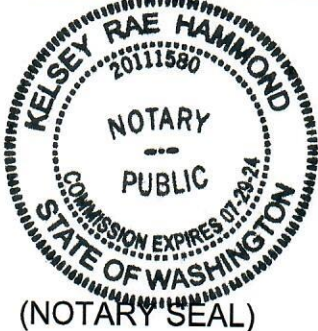
A. That I am the record owner of the property described on the attached, and I grant my permission to David Patrie, Benchmark Associates, PO Box 733, Ketchum, ID to submit the accompanying application pertaining to that Property.
(Name) (Address)

B. I agree to indemnify, defend and hold Idaho Power Company and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 25th day of January, 2022.

[Signature]
(Signature)

Subscribed and sworn to before me the day and year first above written.



KELSEY RAE HAMMOND
Notary Public for ~~Idaho~~ Washington
Residing at: TACOMA, WA
My commission expires: 07-29-24

Snowbird Subdivision Area Map

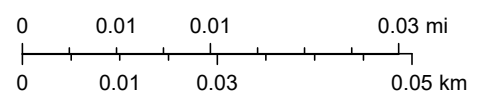


1/25/2022, 10:41:59 AM

1:970

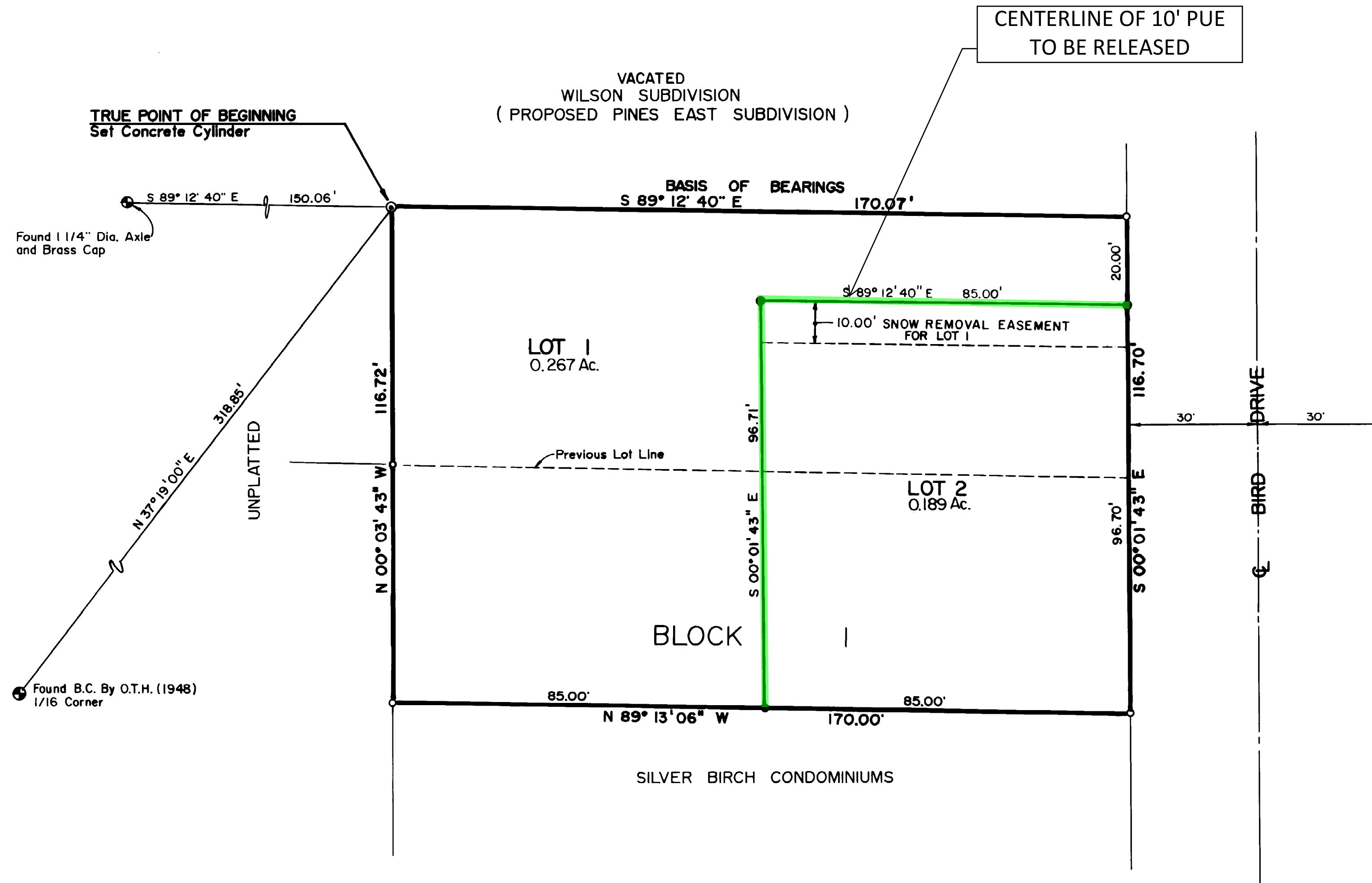
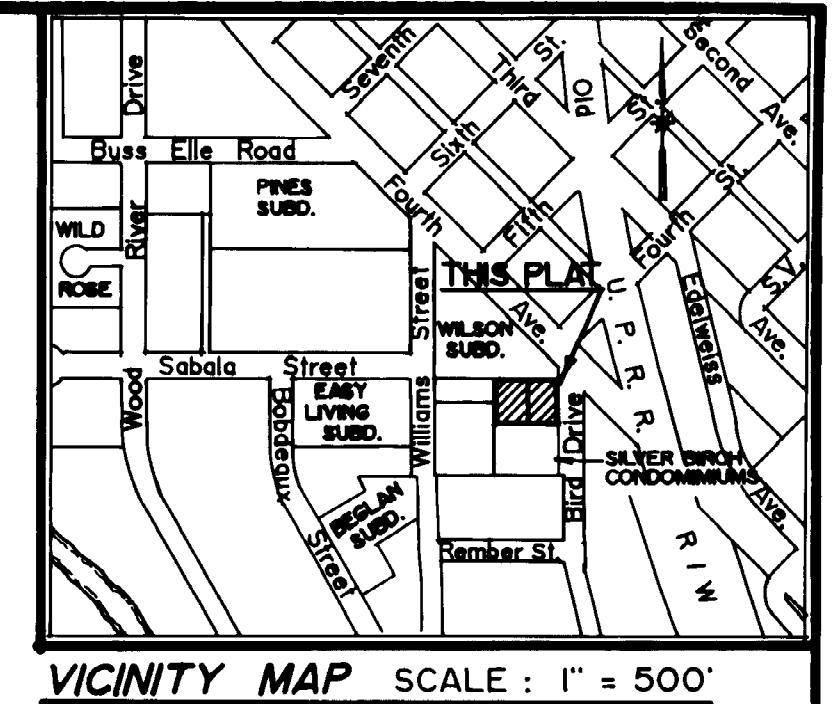
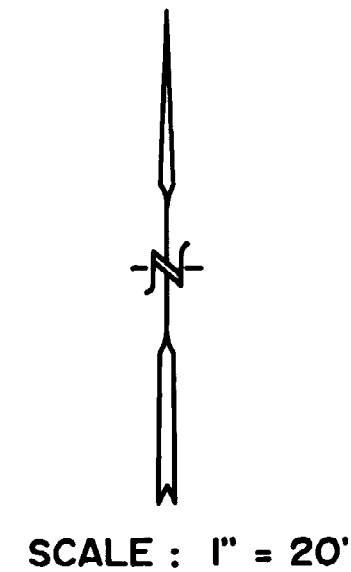
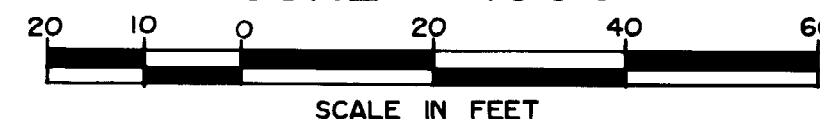
Parcels

— Roads



Blaine County GIS

A PLAT SHOWING
SNOWBIRD SUBDIVISION
 WHEREIN THE LOT LINE BETWEEN T.L. 3206 AND 3334 IS REORIENTED
 LOCATED WITHIN
 SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 JUNE 1990

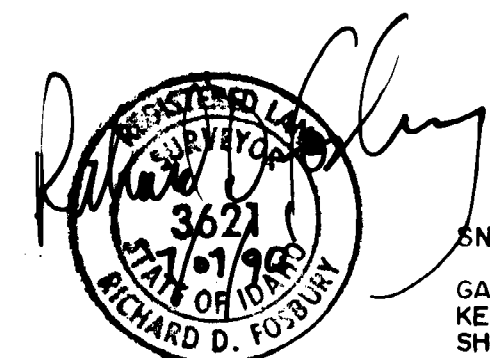


LEGEND

- Found Brass Cap
- ⊙ Found 1" Iron Pipe
- Found 1/2" Rebar
- Set 1/2" Rebar, L.S. 3621

NOTES

- I. A 10 foot Public Utility easement exists centered upon all side and rear lot lines.



SNOWBIRD SUBDIVISION
 GALENA ENGINEERING, INC.
 KETCHUM, IDAHO
 SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

This is to certify that we, the undersigned are the owners in fee simple of the following described parcel of land:

A parcel of land in Government Lot 3, Section 13, T4N, R17E, B.M., Blaine County, Idaho; more particularly described as follows:

Commencing at a brass cap marking the Southeast 1/16 corner of said Section 13;

thence N 37° 19' 00" E, 318.85 feet to the TRUE POINT OF BEGINNING;

thence S 89° 12' 40" E, 170.07 feet;

thence S 0° 01' 43" E, 116.70 feet;

thence N 89° 13' 06" W, 170.00 feet;

thence N 0° 03' 43" W, 116.72 feet to the TRUE POINT OF BEGINNING, containing 0.46 acres, more or less.

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.

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

John A. Burke, President
John A. Burke, President
Nelson Realty, Inc., an Idaho corporation

ACKNOWLEDGEMENT

STATE OF IDAHO } ss
COUNTY OF BLAINE }

On this 16th day of July, 1990, before me, a Notary Public in and for said State, personally appeared John A. Burke known to me to be the president of Nelson Realty, Inc. and acknowledged to me that such corporation 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.

Deborah K. Hoffman 5-3-95
Notary Public in and for the State of

William A. McMahon, President
William A. McMahon, President
Savant, a corporation

ACKNOWLEDGEMENT

STATE OF IDAHO } ss
COUNTY OF BLAINE }

On this 9th day of July, 1990, before me, a Notary Public in and for said State, personally appeared William A. McMann known to me to be the president of Savant and acknowledged to me that such corporation executed the same.

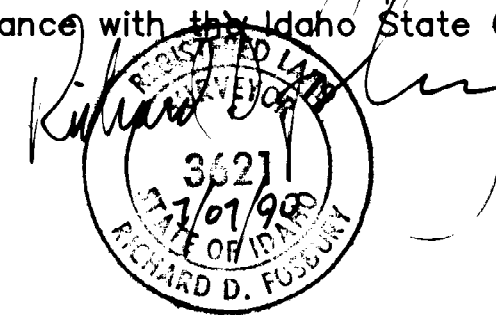
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sheila Lienhard
Notary Public in and for the State of Idaho

SANITARY RESTRICTIONS

SURVEYOR'S CERTIFICATION

I, Richard D. Fosbury, a duly licensed land surveyor in the State of Idaho, do hereby certify that this plat of Snowbird Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



ACKNOWLEDGEMENT

STATE OF IDAHO } ss
COUNTY OF BLAINE }

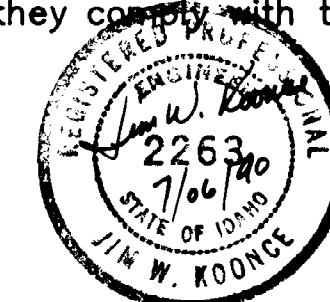
On this 16th day of July, 1990, before me, a Notary Public in and for said State, personally appeared Richard D. Fosbury, known to me to be the person whose name is subscribed to the above Surveyor's certificate and acknowledged to me that he executed the same.

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

Deborah K. Hoffman 5-3-95
Notary Public in and for the State of Idaho

COUNTY ENGINEER'S APPROVAL

I, Jim W. Koonce, County Engineer 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.



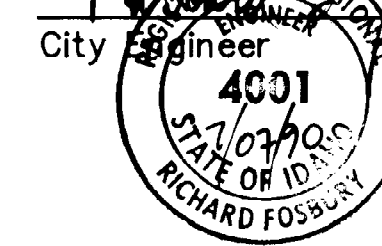
APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 28th day of June, 1990.

David E. Coe
City Clerk

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Richard Fosbury, City Engineer for the City of Ketchum on this _____ day of _____, 1990.



COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat of Snowbird Subdivision is hereby approved this 9 day of July, 1990.

Marlene L. Lavin by Mike L. Wick
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } ss
COUNTY OF BLAINE }

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 9 day of July, 1990, at 2:32 P.M., and duly recorded in Plat Book _____, at page _____.

Marlene L. Lavin by Mike L. Wick
Ex-officio Recorder

321440

Snowbird Subdivision
Galena Engineering, INC.
Ketchum, Idaho
Sheet 2 of 2

Job No. 2616

February 23, 2022

Sent via email to dave@bma5b.com

David Patrie
Benchmark Associates
PO Box 733
Ketchum, Idaho 83340

Re: Relinquishment of Public Utility Easement along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision, Blaine County, ID

Dear David,

This is in response to the PUE relinquishment request submitted to Idaho Power Company and received in our office January 25, 2021, regarding the possible relinquishment of a public utility easement (PUE) located along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision. The attached Exhibit A more specifically identifies the requested area for relinquishment.

Idaho Power's review of your request indicated that we do not have facilities located within the requested area. As such, Idaho Power agrees to relinquish our interest in the PUE that is located along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for relinquishment.

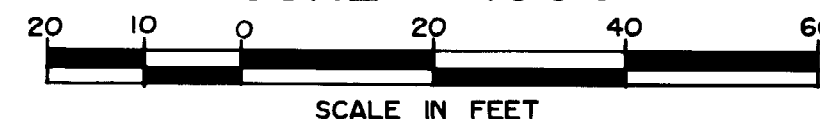
Sincerely,



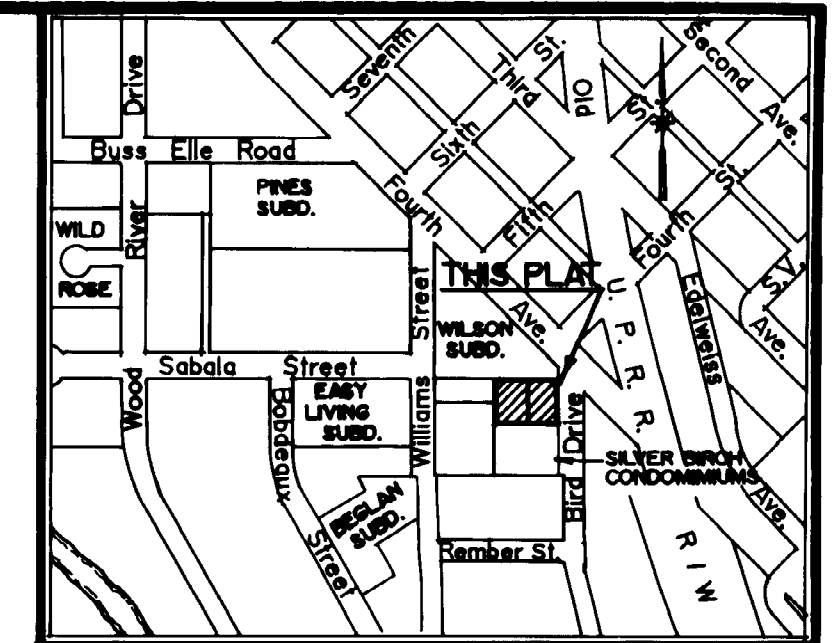
Laura Lacy
Associate Real Estate Specialist
Idaho Power Company/ Corporate Real Estate
Land Management and Permitting Department
208-388-5070
llacy@idahopower.com

EXHIBIT A

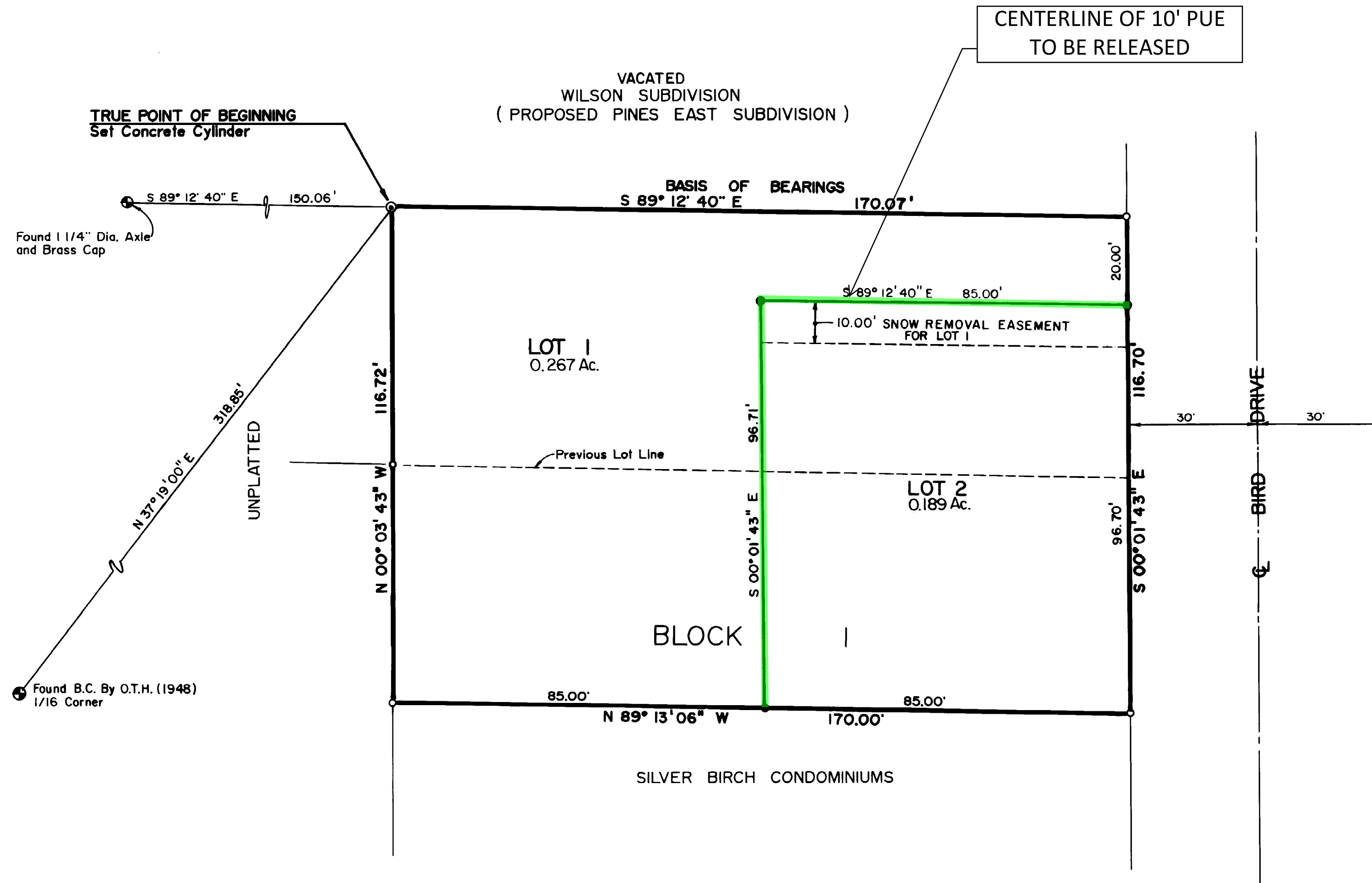
A PLAT SHOWING SNOWBIRD SUBDIVISION WHEREIN THE LOT LINE BETWEEN T.L. 3206 AND 3334 IS REORIENTED LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO JUNE 1990



SCALE : 1" = 20'



VICINITY MAP SCALE : 1" = 500'

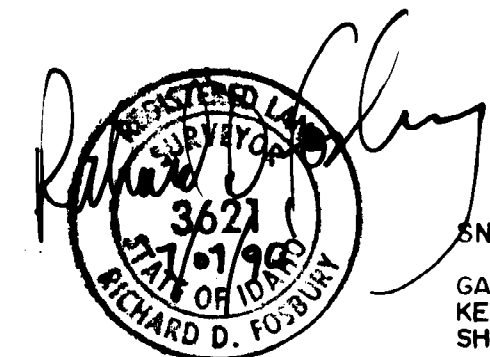


LEGEND

- Found Brass Cap
- ⊙ Found 1" Iron Pipe
- Found 1/2" Rebar
- Set 1/2" Rebar, L.S. 3621

NOTES

- I. A 10 foot Public Utility easement exists centered upon all side and rear lot lines.



SNOWBIRD SUBDIVISION
GALENA ENGINEERING, INC.
KETCHUM, IDAHO
SHEET 1 OF 2

Job No. 2616

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION, INC.

THIS DECLARATION is made effective as of the 31st day of January 2022, by Scott J. Edwards ("Grantor").

ARTICLE 1: RECITALS

1.1 Grantor is the owner of all of the real property located in the City of Ketchum, County of Blaine, State of Idaho, described in the attached Exhibit A (the "Property").

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall be appurtenant and run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any subplot, parcel, or portion thereof;

B. shall inure to the benefit of every subplot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City of Ketchum..

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\1

ARTICLE III: DEFINITIONS

- 3.1 Architectural Committee shall mean the committee created by the Grantor or an Association pursuant to Article X hereof.
- 3.2 Articles shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.
- 3.3 Assessments shall mean those payments required of Owners or Association Members, including Regular, Special, and Limited Assessments of the Association as further defined in this Declaration.
- 3.4 Association shall mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in his discretion, to name the Association Snowbird Townhomes Owner's Association, Inc., or any similar name which fairly reflects its purpose.
- 3.5 Association Rules shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.
- 3.6 Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.
- 3.7 Building Footprint shall mean that portion(s) of the Property so designated as "Building Footprint" on the plat for the Property or by Supplemental Declaration.
- 3.8 Building Lot shall mean one or more sublots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.
- 3.9 Bylaws shall mean the Bylaws of the Association.
- 3.10 Declaration shall mean this Declaration as it may be amended from time to time.
- 3.11 Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.
- 3.12 Grantor shall mean SCOTT J. EDWARDS, and his successors in interest, or affiliates of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or his successor. An affiliate shall mean any entity with some form of common ownership interest with the Grantor or partners of the Grantor.
- 3.13 Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, underground invisible fences, streets, drives, parking areas, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.12

3.14 Landscape Easements shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Sections 5.5.2.3 and 11.7 of this Declaration.

3.15 Limited Assessment shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

3.16 Common Area shall mean all real and personal property and fixtures in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Property and each Owner therein, and shall include, without limitation, all such parcels that are designated on the plat as parking areas, common areas, common open space areas, common landscaped areas, lighting located in common areas, snow melt boilers located in basements and all irrigation systems. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include fee, leasehold, easement and/or license rights.

3.17 Limited Common Area shall mean those common areas and facilities designated herein or on the plat for use by Owners of particular sublots to the exclusion of others.

3.18 Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.19 Owner shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.20 Person shall mean any individual, partnership, corporation, or other legal entity.

3.21 Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Blaine County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.22 Property shall mean the real property described in Exhibit A, including each subplot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise.

3.23 Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

3.24 Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\3

paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.25 Sublot shall mean that portion(s) of the Property designated as a “sublot” on the plat for the Property.

3.26 Supplemental Declaration shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

3.27 Waterway shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. The Owner shall be allowed to lease their Building Lot(s), long term (at least a consecutive six-month term), for single family use; provided however, it shall be the Owner’s responsibility to insure that all such tenants abide by the terms of this Declaration and any Rules and Regulations of the Association. There shall be no outbuildings of any kind (whether detached or not) allowed on any Building Lot. Any additions or alterations to the originally constructed structure shall be subject to the Architecture Committee’s approval. Such addition, if allowed by the City of Ketchum and/or the Architecture Committee, shall match the style, look and color of the existing structure

4.1.2 Architectural Committee Review. No Improvements above or below ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions. In addition, the approval of the City of Ketchum shall be required prior to the alteration, removal or construction of any improvements on the Property.

4.1.3 Setbacks and Height. The height of any structure on a Building Lot shall be in conformance with the requirements of the Ketchum City Zoning Ordinance. Set back requirements for all structures on a Building Lot shall be in conformance with the plat of the Property.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER’S ASSOCIATION, INC.\4

4.1.4 Mailboxes. If mailboxes are allowed by Ketchum City Zoning, the mailbox shall be a group mailbox for all Owners.

4.1.5 Fencing. There shall be allowed either above ground or below fences on any Building Lot unless constructed by Grantor.

4.1.6 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

Approval by the City of Ketchum shall be required for any removal, alteration or addition to exterior lighting on the Property.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the property unless it is approved by the Architectural Committee of the Association per Article X and located or screened in a manner acceptable to said Architectural Committee. No satellite dishes shall be allowed on the Property; provided, however, that small dishes of approximately three (3) feet or less diameter may be placed in an appropriate portion of a Lot not visible from the street if allowed by the Architectural Committee, and subject to all terms and conditions, including screening, which may be imposed in the sole discretion of the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein be subdivided in any way.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City of Ketchum if otherwise so required, except:

(A) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; and

(B) such signs identifying the Property, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its

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occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Ketchum City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair (subject to the Association's obligation to maintain all landscaping on the Property as set out in Article V). In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property for facilities on or adjoining their Building Lot which would not otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, established drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property.

4.9 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system shall be permitted on any Building lot. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Ketchum City Water System and pay all charges assessed therefor.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any Building lot which are or might be unsafe or hazardous to any person or property.

4.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot above or below ground so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to

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other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot, garage or parking area except within an enclosed residence structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.12 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.13 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, snowmobiles, RV's, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property unless the same are enclosed in a garage concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Ketchum City Sewer System and pay all charges assessed therefor.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.15 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices. Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee. This paragraph 4.16 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles and Parking Areas. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Property. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path or block another owner's access in any way. There shall be no parking of vehicles in garage access areas. The Association, in its sole discretion, may promulgate rules to govern the use of all parking areas and garages above or below ground; the Property shall be subject to all such rules. The maximum speed limit on the Property or any part thereof shall be 5 miles per hour.

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. Whether a pet is considered a nuisance and therefore prohibited shall be solely determined by a majority of the Board. This paragraph 4.18 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on

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a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall not be allowed. Pet control shall only be by underground invisible type fence.

4.19 Exemption of Grantor.— Nothing contained herein shall limit the right of Grantor to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Blaine County Recorder.

4.20 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in the Property to the City, the County of Blaine, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

ARTICLE V: SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION

5.1 Organization of Snowbird Townhomes Owner's Association. The Snowbird Townhomes Owner's Association ("Association") shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Property.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Property, Building Lot, or any portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

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5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to three (3) votes for each Building Lot of which Grantor is the Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such owners as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for snow removal and the maintenance, repair, replacement, and operation of the Common Area and the care and maintenance of all landscaping located on the Property. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal (by majority vote of the Board) such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and,

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

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5.5.2.1 Operation and Maintenance of all Landscaping on the Property. Operate, maintain, and otherwise manage on the Property, or provide for the operation, maintenance, and management of all landscaping in the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing on the Property. Further it shall be the duty of each Owner to be responsible to water lawns and landscaping plants (exterior), and to plant, water, replant and maintain all terraces, pots, planters, baskets, lawns, landscaping, etc.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area performing all duties assigned to the Association hereunder.

5.5.2.3 Maintenance of Berms and Retaining Walls. Maintain the berms, retaining walls, and water amenities on the Property.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable.

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Blaine County Recorder, as more fully provided herein.

5.5.2.10 Private Streets, Signs, and Lights. Maintain, repair, or replace the street signs and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Ketchum consents to such waiver.

5.5.2.11 Maintenance. The Association shall be responsible (with monies generated by assessment) to maintain (pursuant to a maintenance schedule established solely by the Association) any improvements located on or in any Common Area.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than thirty (30) days, nor more than forty five (45) days, before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member, where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

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6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of the Association Rules; and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing three-fourths (3/4) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways or which obstruct the view of Baldy Mountain.

6.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests or invitees, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

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7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner. Provided however the Assessment shall remain as an enforceable lien until paid.

7.2 Regular Assessments. All Owners, including the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis or to perform all duties and responsibilities to be performed by the Association as set out herein (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred on the Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots on the Property.

7.2.3.2 Up until two (2) years following the date of the sale of a Building Lot on the Property, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for the Property. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Property during the development of the Property. After two (2) years from the date of the first sale of a Building Lot on the Property, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining in the Property. This reduced assessment is in return for the

Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing three-fourths of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for an Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or Limited Common Area into compliance with the provisions of the governing instruments for the Property.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment of Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all

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interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the Signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the Property, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the rate of 18% and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Blaine County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency

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and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Blaine County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by notice and sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho law applicable to the exercise of powers of notice and sale permitted by law with regard to Deeds of Trust or foreclosure of Mortgages. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Blaine County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article IX.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee shall be an Owner or professional in the real estate, architecture or construction industry. Members of the Architectural Committee may be removed by the Board at any time with or without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of at least one Building Lot, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural

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Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association or obstruct the views of Baldy Mountain.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the views of Baldy Mountain remain unobstructed and that the upkeep and maintenance thereof will not become a burden on the Association.

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10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article X, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, maintenance of views of Baldy Mountain, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Blaine County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: EASEMENTS

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between
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adjacent Building Lots due to the unwilful placement or settling or shifting of the sidewalks constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 11.1

11.2 Easements of Access. All Owners of Building Lots shall have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, parking areas and garages, cul-de-sacs and walkways. The easements shall be appurtenant and run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access, parking, and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or the Common Area.

11.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, parking, access to parking, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, parking areas, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to the Property until close of escrow for the sale of the last Building lot in the property to a purchaser.

11.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

11.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

11.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

11.5 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

11.6 General Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots and/or Limited Common Areas, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, natural vegetation and habitat, snow removal and the Common Area. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, snow removal, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time. This general easement is also reserved to the Association, its contractors and agents to enter those portions of Building Lots and/or Limited Common Areas for the purpose of installing, maintaining and replacing the Common Area elements of the snow melt boilers and equipment.

11.7 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or retaining wall legitimately constructed on a Building Lot by Grantor is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall and eaves or other overhangs.

11.8 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

11.9 Sewer Covenants and Restrictions. All Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

11.9.1 A monthly sewer charge must be paid after connecting to the Ketchum City public sewer system, according to the ordinances and laws of Ketchum City.

11.9.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected the City's sewage system and building sewer is constructed or installed on or with Owner's Lot.

11.9.3 The Grantor of this subdivision shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall be appurtenant and run with the land.

11.10 Specific Landscape Easement.— Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, and landscaping within the Property.

11.11 Cross Easements. Grantor hereby reserves for the benefit of the Members, Owners and the Association access across easements as designated on the Plat.

ARTICLE XII: MISCELLANEOUS

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12.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until January 2030, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Blaine County Recorder.

12.2 Amendment.

12.2.1 By Grantor. Except as provided in paragraph 12.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

12.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XII, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Blaine County Recorder. Any amendment to this Article XII shall require the vote or written consent of Members holding three-fourths (3/4) of the voting power of the Association.

12.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

12.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lots shall remain subject to this Declaration, as amended.

12.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 12.4.

12.5 Enforcement and Non-Waiver.

12.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot or the Association shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

12.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance
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and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

12.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

12.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

12.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

12.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 12.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

12.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

12.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

12.7 Successors and Assigns. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

12.8 Attorney Fees. In the event that Grantor, the Association or an Owner retains an attorney for the purpose of enforcing any right or duty arising out of this Declaration, the non-prevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorney fees, whether or not litigation is actually instituted, and on appeal.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

GRANTOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\25

SCOTT J. EDWARDS

STATE OF IDAHO)
) ss.
County of Blaine)

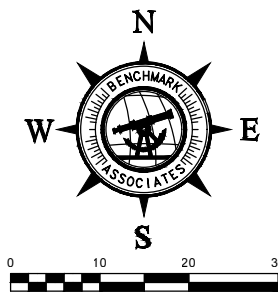
On this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Scott J. Edwards, known to me to be the person who executed the within and foregoing document and acknowledged to me that he executed the same.

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

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

EXHIBIT A

ATTACHMENT B:
Subdivision Preliminary Plat
plan set – Snowbird
Subdivision (P21-056)



LEGEND:

- PROPERTY LINE
- LOT LINE ELIMINATED
- EASEMENT LINE
- BLAINE COUNTY GIS TIE
- APPROXIMATE EDGE BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- TELE BOX
- CATV BOX
- ELECTRIC BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS 9561
- FOUND ALUMINUM CAP
- EXISTING TREE

SNOWBIRD SUBDIVISION: LOTS 1A & 2A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

MARCH 2022
PRELIMINARY PLAT



VICINITY MAP
NOT TO SCALE

OWNER OF RECORD
SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

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



SNOWBIRD SUBDIVISION:
LOTS 1A & 2A

LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT J. EDWARDS

PROJECT NO. 21070
DWG BY: DWS/CPL
PRELIMINARY PLAT

DATE: 03/21/2022

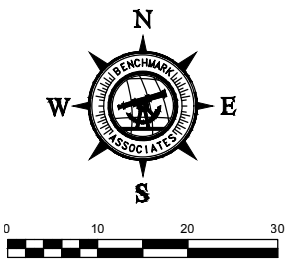
21070pre2022
SHEET: 1 OF

ATTACHMENT C:

Plan Set - Townhouse

Preliminary Plat for Lot 1A

(P21-058)



LEGEND:

- PROPERTY LINE
EASEMENT LINE
EASEMENT LINE VACATED
APPROXIMATE BUILDING FOOTPRINT
BLAINE COUNTY GIS TIE
APPROXIMATE EXISTING BUILDING
EDGE PAVEMENT
EXISTING WOOD FENCE
EXISTING ELECTRIC LINE
EXISTING COMMUNICATION LINE
EXISTING WATER LINE
EXISTING SEWER LINE
NEW WATER SERVICE
NEW SEWER SERVICE
EXISTING CONTOUR
PROPOSED CONTOUR
EXISTING TELEPHONE BOX
EXISTING CABLE TV BOX
FOUND 1/2" REBAR
FOUND 5/8" REBAR
SET 5/8" REBAR, PLS #9561
FOUND ALUMINUM CAP
NEW ELECTRICAL BOX
NEW DRYWELL
NEW CATCH BASIN
FLOW ARROW

SNOWBIRD TOWNHOMES I

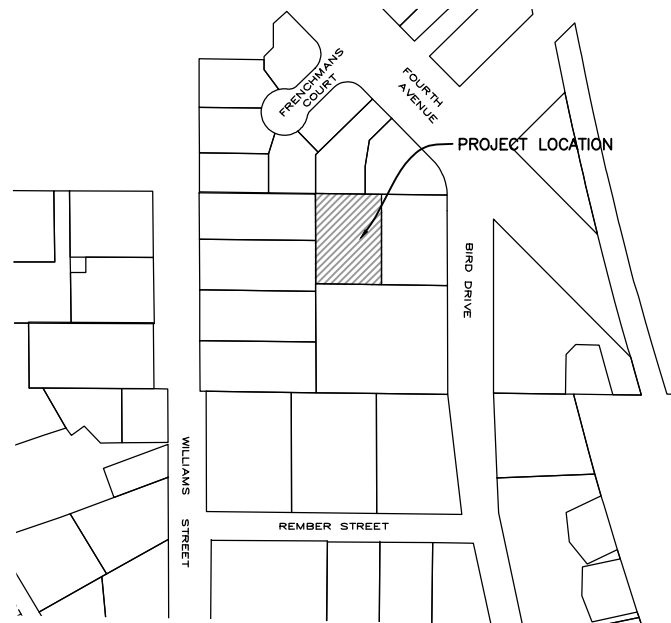
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 1A, CREATING TWO SUBLOTS.

MARCH 2022
PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

- THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:

- A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
B. REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____

NOTES:

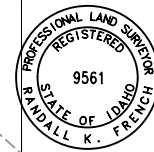
- THE TOWNHOUSE DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/ FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
- A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD SUBDIVISION, LOT 2A & SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
- CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
- GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
- EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
- PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

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.

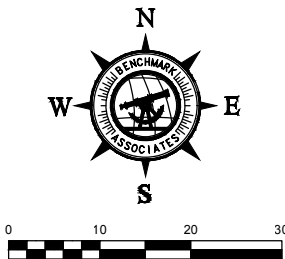
Dated: _____

South Central Public Health District, REHS



SNOWBIRD TOWNHOMES I			
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO			
PREPARED FOR: SCOTT J. EDWARDS			
PROJECT NO. 21070	DWG BY: DWS/CPL	21070PH1.DWG	
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1	

ATTACHMENT D:
Plan Set - Townhouse
Preliminary Plat for Lot 2A
(021-059)



LEGEND:

	PROPERTY LINE
	EASEMENT LINE
	APPROXIMATE BUILDING FOOTPRINT
	BLAINE COUNTY GIS TIE
	APPROXIMATE EXISTING BUILDING
	EDGE PAVEMENT
	EXISTING WOOD FENCE
	EXISTING ELECTRIC LINE
	EXISTING COMMUNICATION LINE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	NEW WATER SERVICE
	NEW SEWER SERVICE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	EXISTING TELEPHONE BOX
	EXISTING CABLE TV BOX
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	SET 5/8" REBAR, PLS #9561
	FOUND ALUMINUM CAP
	NEW ELECTRICAL BOX
	NEW DRYWELL
	NEW CATCH BASIN
	FLOW ARROW

SNOWBIRD TOWNHOMES II

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 2A, CREATING TWO SUBLOTS.

MARCH 2022
PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
 - B. REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____.
 - C. SNOWBIRD TOWNHOMES I, INST. NO. _____.

NOTES:

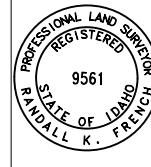
1. THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
2. THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
3. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
4. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
5. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2, AND SNOWBIRD TOWNHOMES II, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
6. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
7. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
8. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
9. EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
10. PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
11. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

HEALTH CERTIFICATE

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Dated: _____

South Central Public Health District, R.H.S.



SNOWBIRD TOWNHOMES II

LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT J. EDWARDS

PROJECT NO. 21070
PRELIMINARY PLAT
DWG BY: DWS/CPL
DATE: 03/21/2022
21070ph2.DWG
SHEET: 1 OF 1

ATTACHMENT E:

**Draft Findings of Fact,
Conclusions of Law, and
Decision for P21-056**



**City of Ketchum
Planning & Building**

IN RE:)
)
220-222 Bird Dr Subdivision) **KETCHUM CITY COUNCIL**
Subdivision – Preliminary Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: May 2, 2022) **DECISION**
)
File Number: 21-056)

PROJECT: 220-222 Bird Dr Subdivision

APPLICATION TYPE: Subdivision – Preliminary Plat

FILE NUMBER: P21-058

ASSOCIATED APPLICATIONS: Design Review (P21-061 and P21-062)
Townhouse Subdivision Preliminary Plats (P21-058 and P21-059)

REPRESENTATIVE: Dave Patrie, Benchmark Associates (Engineer)

OWNER: Scott J Edwards

LOCATION: 220 and 222 Bird Drive

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. 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 March 1, 2022.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056) application during their regular meeting on April 12, 2022. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously

recommended approval of the Subdivision Preliminary Plat (File No. P21-056) application to the City Council.

The City Council reviewed the application materials, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 2, 2022. Following review, the City Council approved the subdivision preliminary plat with no changes.

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS OF FACT

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

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 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 March 1, 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.
<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 "Snowbird Subdivision: Lots 1A & 2A " 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 Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark 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 under the title on Sheet 1 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 townhouse subdivisions and tax lots to the north, west, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #4 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the locations of street rights of way (Bird Dr.), existing and proposed lot lines, existing and proposed easements, and all required numbering. The purpose of the plat is to realign the property lines between Lots 1 and 2, eliminate easements associated with the current lines, and

				create easements associated with new lines including a 20-foot access and utility easement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 1 outlines a 20-foot-wide access and utility easement for the benefit of Lots 1A and 2A.
<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>	No changes to existing utilities are proposed with the preliminary plat. The applicant has submitted separate townhouse subdivision plat applications for each lot (P21-058 and P21-059). Project Plans associated with those applications outline water and sewer service to proposed townhouse units.
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>	No changes to the existing drainage for the subdivision are proposed or required.
<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 tests are required. All lots are served by municipal services, therefore no septic systems are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	No homeowner's association or condominium association is proposed for this preliminary plat application. The applicant has submitted separate townhouse subdivision preliminary plat applications which include draft documents as required.
<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 1 of the preliminary plat includes a vicinity map in the upper right-hand corner.
<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>	As shown on Sheet 1 of the preliminary plat, the area of Lot 1A is 9,779 square feet and the area of Lot 2A is 10,022 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	The property is vacant with no significant 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 July 1, 2020 and a warranty deed recorded at Instrument Number 671079 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 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. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	No improvements are proposed or required as part of this preliminary plat application. The applicant has submitted separate townhouse preliminary plat applications and associated project plans for right-of-way improvements associated with the future development of the property. Phased Development Agreements associated with those preliminary plat applications outlined the required improvements and timing of such improvements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual

				<p>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>	No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<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. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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

			<p>located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> 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. 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>
			<p><i>Findings</i></p> <ol style="list-style-type: none"> The proposed subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet. Lot 1A is 9,779 square feet and Lot 2A is 10,022 square feet. All future development must meet minimum lot coverage and setback requirements for the GR-L zone district. Minimum lot width is an average of 80 feet. The lots are 116 feet wide. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets The subject property is not a corner lot. Both lots are within 20 degrees to a right angle to the street lot line along Bird Dr. The subject property is not a double frontage lot. Lot 1A is provided access to Bird Dr. through a 20-foot-wide access and utility easement created with this plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.

				<p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	This standard does not apply as no new blocks are being created. No changes to the existing Blocks are proposed with this plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a 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</p>

			<p>(300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>Bird Dr. meets city standards for right-of-way width and pavement width. No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe</p>

				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.
			<i>Findings</i>	This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.
<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 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>	As shown on Sheet 1 of the preliminary plat, Lot 2A includes a 10-foot public utility easement along Bird Dr. The original Snowbird Subdivision recorded under Instrument Number 321440 included 10-foot public utility easements centered upon all side and rear lots lines. As part of this preliminary plat application, the applicant submitted an easement release request to Idaho Power to vacate the 10-foot public utility easement along the property line between Lots 1 and 2 as shown on Sheet 1 of the preliminary plat. On February 23, 2022 Idaho Power issued an easement release approval for the removal of said easement.

				Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, 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>	No changes to the existing utilities are proposed. Sanitary sewer connections, locations, sizes, and the timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	No changes to the existing utilities are proposed. Water connections, locations, sizes, and the timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<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 townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography,</p>

			<p>streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 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.
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			<i>Findings</i>	No changes to the existing grading are proposed. Grading and drainage for the proposed townhouse developments will be reviewed under separate townhouse design review and preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Findings</i>	No changes to the existing drainage are proposed. Grading and drainage for the proposed townhouse developments will be reviewed under separate townhouse design review and preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	Currently, phone and cable infrastructure is located within the city's right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary of Lot 2A, out of the right-of-way. All other utility installations will be reviewed under the separate townhouse design review and townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed preliminary plat does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Preliminary Plat application for the development and use of the subject property.

2. The City Council has authority to review and recommend approval of the applicant's Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Snowbird Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Preliminary Plat application (File No. P21-056) this Monday, May 2, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Final Plat application shall include a plat note that states the access easement shall remain open and unobstructed year-round.
2. 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 2nd day of May 2022.

Neil Bradshaw, Mayor
Ketchum City Council

ATTACHMENT F:
Draft Findings of Fact,
Conclusions of Law, and
Decision for P21-058



**City of Ketchum
Planning & Building**

IN RE:)
)
Snowbird Townhomes Lot 1A) **KETCHUM CITY COUNCIL**
Townhouse Subdivision – Preliminary Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: May 2, 2022) **DECISION**
)
File Number: 21-058)

PROJECT: Snowbird Townhomes Lot 1A

APPLICATION TYPE: Townhouse Subdivision – Preliminary Plat

FILE NUMBER: P21-058

ASSOCIATED APPLICATIONS: Subdivision Preliminary Plat (P21-056)
Design Review (P21-061)

REPRESENTATIVE: Dave Patrie, Benchmark Associates (Engineer)

OWNER: Scott J Edwards

LOCATION: 222 Bird Drive – Lot 1, Block 1, Snowbird Subdivision

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. 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 March 1, 2022.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-I Design Review (File No. P21-061) and Townhouse Subdivision Preliminary Plat (File No. P21-058) applications during their regular meeting on April 12, 2022. The

development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird I Townhomes Design Review (File No. P21-061) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-058) application to the City Council.

The City Council reviewed the application, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 2, 2022. Following the review, the City Council approved the application with no changes.

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards

X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			<i>Findings</i>	The applicant provided draft of the covenants, conditions, and restrictions for the Snowbird Townhomes.
☒	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse preliminary plat application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
☒	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
☒	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
			<i>Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	☒	16.04.080.C.4	4. In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.

			<i>Findings</i>	A phased townhouse development is proposed. A phased development agreement (#22764) in conformance with Section 16.04.030.G and 16.04.110 was reviewed by the Planning and Zoning Commission on April 12, 2022. The Planning and Zoning Commission recommended approval of the phased development agreement to the City Council. Following adoption of the Findings of Fact for the Townhouse Subdivision Preliminary Plat, staff will transmit the phased development agreement to City Council for review and action.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <p>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</p> <p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>Findings</i>	Pursuant to Phased Development Agreement #22764, the applicant may submit an application for final plat once a certificate of occupancy for the first townhouse unit is issued.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 9,779 square feet. The proposed detached townhouses on Sublot 1 and 2 have an identical building coverage of 1,420 square feet. This results in a total building coverage of 2,840 square feet or 29% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<i>Findings</i>	Each detached unit has a two car attached garage. As the proposed townhouse subdivision is for detached townhouses, the garage does not need to be separately platted or deeded separately as the garage is within the boundaries of the townhouse subplot. Plat note 8 on the townhouse preliminary plat states that garages cannot be sold and/or separated from the associated dwelling unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental

				entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			<i>Findings</i>	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 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 March 1, 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.	
<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 "Snowbird Townhomes I" 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 Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark 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 under the title on Sheet 1 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 townhouse subdivisions and tax lots to the north, west, and south.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.	
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
<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>	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse sublots. 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>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use through the townhouse subdivision.
<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>	As shown on Sheet 1, each subplot will have separate services for water and sewer from the main lines in Bird Dr.
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>	Sheet 1 of the preliminary plat indicates locations of proposed drywells for stormwater management of the subject property.
<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 tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	Draft covenants, conditions, and restrictions were submitted with the application materials.
<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 1 of the preliminary plat includes a vicinity map in the upper right hand corner.
<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>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 4,992 square feet and the area of Sublot 2 is 4,787 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	The property is vacant with no significant 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 July 1, 2020 and a warranty deed recorded at Instrument Number 671079 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. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	The applicant submitted a set of preliminary construction design plans for review by the City Engineer. All required public improvements are included in the project plans for the Design Review application (P21-061) and included as exhibits to the Phased Development Agreement (#22764). Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer

				shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Final review and approval of the right-of-way improvements will be conducted during building permit review. The Phased Development Agreement #22764 also stipulates the timing of all required improvements in relation to recording of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	As stipulated by the Phased Development Agreement #22764, all improvements are required prior to issuance of a certificate of occupancy for the first townhouse unit. As of the date of these findings, no request for security for improvements has been made by the applicant.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.	
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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 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.
			<i>Findings</i>	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 9,779 square feet. The new detached townhouse units meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot.

				<ol style="list-style-type: none"> Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets The subject property is not a corner lot. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Bird Dr. The subject property is not a double frontage lot. Both Sublots are provided access to Bird Dr. through a 20-foot-wide access and utility easement created with the subdivision preliminary plat application (P21-056). Per condition of approval #4, the easement shall be recorded prior to certificate of occupancy for the first townhouse unit.
<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"> 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. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 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; 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; 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; Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 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; 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>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> <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</p>
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				<p>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>	<p>No new streets are proposed or required as part of the subdivision application. Bird Dr. meets city standards for right-of-way width and pavement width. The applicant will bring the area between the existing asphalt and the property line up to current city standards as shown in the project plans. Final review of all right of way improvements will be conducted by the City Engineer at the time of building permit approval for the townhouse units.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<p>This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that 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>	As shown on Sheet 1 of the preliminary plat, the adjacent property (Lot 2A) will have a 10-foot public utility easement along Bird Dr. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, 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. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.
<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</p>

				<p>industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by 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

				<p>to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	This standard does not apply as this application is the townhouse subdivision of an existing subdivision lot. On-site grading for the new detached townhouse units meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	All utilities serving the propose subdivision are proposed underground including electricity, gas, phone and cable services. Currently, phone and cable infrastructure is located within the city's right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary of Lot 2, out of the right-of-way. Two transformers are located within the public utility easement on Lot 2 which will serve the proposed detached townhouse units on Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>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.</p>
			<i>Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the City Council **approves** this Townhouse Preliminary Plat application (File No. P21-058) this Monday, May 2, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-061.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
4. 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 2nd day of May 2022.

Neil Bradshaw, Mayor
Ketchum City Council

ATTACHMENT G:
Draft Findings of Fact,
Conclusions of Law, and
Decision for P21-059



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Snowbird Townhomes Lot 2A)	KETCHUM CITY COUNCIL
Townhouse Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 2, 2022)	DECISION
)	
File Number: 21-059)	

PROJECT: Snowbird Townhomes Lot 2A

APPLICATION TYPE: Townhouse Subdivision – Preliminary Plat

FILE NUMBER: P21-059

ASSOCIATED APPLICATIONS: Subdivision Preliminary Plat (P21-056)
Design Review (P21-062)

REPRESENTATIVE: Dave Patrie, Benchmark Associates (Engineer)

OWNER: Scott J Edwards

LOCATION: 220 Bird Drive

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. 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 March 1, 2022.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-II Design Review (File No. P21-062) and Townhouse Subdivision Preliminary Plat (File No. P21-059) applications during their regular meeting on April 12, 2022. The

development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird Townhomes-II Design Review (File No. P21-062) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-059) application to the City Council.

The City Council reviewed the townhouse preliminary plat application, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 2, 2022. Following review, the City Council approved the application with no revisions.

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards

X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			<i>Findings</i>	The applicant provided draft of the covenants, conditions, and restrictions for the Snowbird Townhomes.
☒	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse preliminary plat application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
☒	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
☒	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
			<i>Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	☒	16.04.080.C.4	4. In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.

			<i>Findings</i>	A phased townhouse development is proposed. A phased development agreement (#22765) in conformance with Section 16.04.030.G and 16.04.110 was reviewed by the Planning and Zoning Commission on April 12, 2022. The Planning and Zoning Commission recommended approval of the phased development agreement to the City Council. Following adoption of the Findings of Fact for the Townhouse Subdivision Preliminary Plat, staff will transmit the phased development agreement to City Council for review and action.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <p>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</p> <p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>Findings</i>	Pursuant to Phased Development Agreement #22765, the applicant may submit an application for final plat once a certificate of occupancy for the first townhouse unit is issued.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 10,022 square feet. The proposed detached townhouses on Sublot 1 and 2 have an identical building coverage of 1,420 square feet. This results in a total building coverage of 2,840 square feet or 28% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<i>Findings</i>	Each detached unit has a two car attached garage. As the proposed townhouse subdivision is for detached townhouses, the garage does not need to be separately platted or deeded separately as the garage is within the boundaries of the townhouse subplot. Plat note 8 on the townhouse preliminary plat states that garages cannot be sold and/or separated from the associated dwelling unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental

				entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			<i>Findings</i>	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 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 March 1, 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.	
<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 "Snowbird Townhomes II" 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 Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark 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 under the title on Sheet 1 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 townhouse subdivisions and tax lots to the north, west, and south.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.	
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
<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>	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 1 of the preliminary plat shows the 20-foot-wide access and utility easement to the mutual benefit of the sublots. This easement will be the location of the private access driveway, private water lines, and private sewer lines servicing the sublots.
<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>	As shown on Sheet 1, each subplot will have separate services for water and sewer from the main lines in Bird Dr.
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>	Sheet 1 of the preliminary plat indicates locations of proposed drywells for stormwater management of the subject property.
<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 tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	Draft covenants, conditions, and restrictions were submitted with the application materials.

<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 1 of the preliminary plat includes a vicinity map in the upper right-hand corner.
<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>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 5,013 square feet and the area of Sublot 2 is 5,009 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	The property is vacant with no significant 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 July 1, 2020 and a warranty deed recorded at Instrument Number 671079 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. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	The applicant submitted a set of preliminary construction design plans for review by the City Engineer. All required public improvements are included in the project plans for the Design Review application (P21-062) and included as exhibits to the Phased Development Agreement (#22765). Final review and approval of the right-of-way improvements will be conducted during building permit review. The

				subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Final review and approval of the right-of-way improvements will be conducted during building permit review. The Phased Development Agreement #22765 also stipulates the timing of all required improvements in relation to recording of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	As stipulated by the Phased Development Agreement #22765, all improvements are required prior to issuance of a certificate of occupancy for the first townhouse unit. As of the date of these findings, no request for security for improvements has been made by the applicant.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:

				<ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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 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.
			<i>Findings</i>	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 10,022 square feet. The new detached townhouse units meet minimum setback requirements in the

				<p>GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot.</p> <ol style="list-style-type: none"> 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets 3. The subject property is not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Bird Dr. 5. The subject property is not a double frontage lot. 6. Both Sublots are provided access to Bird Dr. through a 20-foot-wide access and utility easement created with the subdivision preliminary plat application (P21-056). Per condition of approval #4, the easement shall be recorded prior to certificate of occupancy for the first townhouse unit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is

			<p>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> <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</p>
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				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; 22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and 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.
				No new streets are proposed or required as part of the subdivision application. Bird Dr. meets city standards for right-of-way width and pavement width. The applicant will bring the area between the existing asphalt and the property line up to current city standards as shown in the project plans. Final review of all right of way improvements will be conducted by the City Engineer at the time of building permit approval for the townhouse units.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	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.
			<i>Findings</i>	This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands. 1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.

				<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>	As shown on Sheet 1 of the preliminary plat, the subject property will have a 10-foot public utility easement along Bird Dr. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, 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. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.
<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</p>

				<p>industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by 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

				<p>to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<p>This standard does not apply as this application is the townhouse subdivision of an existing subdivision lot. On-site grading for the new detached townhouse units meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<p>The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	<p>All utilities serving the proposed subdivision are proposed underground including electricity, gas, phone, and cable services. Currently, phone and cable infrastructure are located within the city's right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary, out of the right-of-way. Two transformers are located within the public utility easement which will serve the proposed detached townhouse units.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>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.</p>
			<i>Findings</i>	<p>The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.</p>

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the City Council **approves** this Townhouse Preliminary Plat application (File No. P21-059) this Monday, May 2, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

6. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-062.
7. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
8. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
9. 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 2nd day of May 2022.

Neil Bradshaw, Mayor
Ketchum City Council

ATTACHMENT H:
Phased Townhouse
Subdivision Agreement
#22764 for Lot 1A

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340</p>	
---	--

(Space Above Line For Recorder's Use)

**SNOWBIRD TOWNHOMES LOT 1A
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22764**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____ 2022, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Scott J. Edwards, owner of real property ("Owner").

RECITALS

WHEREAS, Owner owns certain real property located at 222 Bird Dr, Ketchum, Idaho legally described as Snowbird Subdivision, Block 1, Lot 1 the City of Ketchum, according to the official plat recorded under Instrument Number 321440, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes accessed from a central private driveway from Bird Drive (the "Project") and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, Owner has submitted an application for a subdivision preliminary plat to reconfigure the property boundaries between Lots 1 and 2 of the Snowbird Subdivision and create Lots 1A and 2A with an access easement through Lot 2A for the purpose of constructing a central private driveway to access Lot 1A (the "Preliminary Plat"), included as Exhibit A.

WHEREAS, Owner has submitted an application for a townhouse preliminary plat for two townhome sublots on Lot 1A (the "Townhouse Preliminary Plat"), included as Exhibit B.

WHEREAS, Owner proposes to construct all required right-of-way infrastructure improvements, central private driveway, and water and sewer utility services for each sublot on Lot 1A in one phase. All required improvements will be constructed to City standards and Owner assumes maintenance responsibilities of the improved private driveway, water service lines, and sewer service lines to each sublot.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. Owner.

- (1) Water Service Lines Serving Lot 1A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (2) Sewer Service lines Serving Lot 1A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (3) Private Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving Lots 1A and 2A. Private driveway shall remain open and unobstructed for a width of 20 feet year-round.

2. Construction and Completion Schedule.

- A. All townhouse units on Lot 1A shall be completed no later than three years from the date of issuance of a building permit for the first townhouse unit on Lot 1A, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit on Lot 1A, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit C, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit on Lot 1A, the following improvements as generally depicted on Exhibit C shall be completed and/or extended to each Sublot:
 - (1) Recordation of the 20-foot-wide access and utility access easement as shown in the Preliminary Plat; and

- (2) Dry utility services (power, gas, cable, etc); and
- (3) All hardscape pathways and access points for adequate and safe egress from the units; and
- (4) Bird Drive right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and
- (5) Water and sewer mains and services serving sublots 1 and 2 on Lot 1A; and
- (6) Private driveway and associated drainage infrastructure accessing Lots 1A and 2A.

D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit on Lot 1A, all landscaping as generally depicted in Exhibit D shall be installed.

- 3. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed on Lot 1A. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.
- 4. Final Plat. The City agrees to accept and process a final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 1A should Owner comply with all above recitals.
- 5. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 1A should Owner comply with all above recitals.
- 6. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Snowbird Townhomes Owner's Association, Inc.
- 7. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.

B. *Effective Date.* This Agreement is effective as of the date on which the

last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.

C. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner's authority to make and execute this Amendment.

D. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

E. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

"CITY":

CITY OF KETCHUM,
an Idaho municipal corporation

"OWNER":

Scott J. Edwards,

By: _____

Neil Bradshaw, Mayor

By: _____

Scott J. Edwards

ATTEST:

Tara Fenwick, City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared SCOTT J. EDWARDS, known to me to be the owner of certain real property at 222 Bird Dr, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

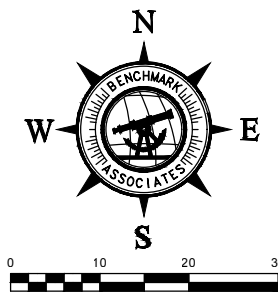
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

Exhibit A:

Snowbird Subdivision

Subdivision Preliminary Plat



LEGEND:

- PROPERTY LINE
- LOT LINE ELIMINATED
- EASEMENT LINE
- BLAINE COUNTY GIS TIE
- APPROXIMATE EDGE BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- TELE BOX
- CATV BOX
- ELECTRIC BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS 9561
- FOUND ALUMINUM CAP
- EXISTING TREE

SNOWBIRD SUBDIVISION: LOTS 1A & 2A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

MARCH 2022
PRELIMINARY PLAT



VICINITY MAP
NOT TO SCALE

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.


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





SNOWBIRD SUBDIVISION:
LOTS 1A & 2A

LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT J. EDWARDS

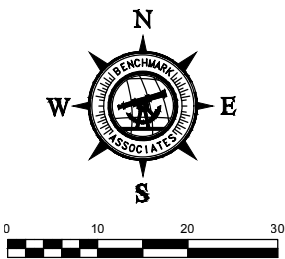
PROJECT NO. 21070
PRELIMINARY PLAT

DWG BY: DWS/CPL
DATE: 03/21/2022

21070pre2022
SHEET: 1 OF 1

Exhibit B:

Townhouse Preliminary Plat for
Lot 1A



LEGEND:

- PROPERTY LINE
EASEMENT LINE
EASEMENT LINE VACATED
APPROXIMATE BUILDING FOOTPRINT
BLAINE COUNTY GIS TIE
APPROXIMATE EXISTING BUILDING
EDGE PAVEMENT
EXISTING WOOD FENCE
EXISTING ELECTRIC LINE
EXISTING COMMUNICATION LINE
EXISTING WATER LINE
EXISTING SEWER LINE
NEW WATER SERVICE
NEW SEWER SERVICE
EXISTING CONTOUR
PROPOSED CONTOUR
EXISTING TELEPHONE BOX
EXISTING CABLE TV BOX
FOUND 1/2" REBAR
FOUND 5/8" REBAR
SET 5/8" REBAR, PLS #9561
FOUND ALUMINUM CAP
NEW ELECTRICAL BOX
NEW DRYWELL
NEW CATCH BASIN
FLOW ARROW

SNOWBIRD TOWNHOMES I

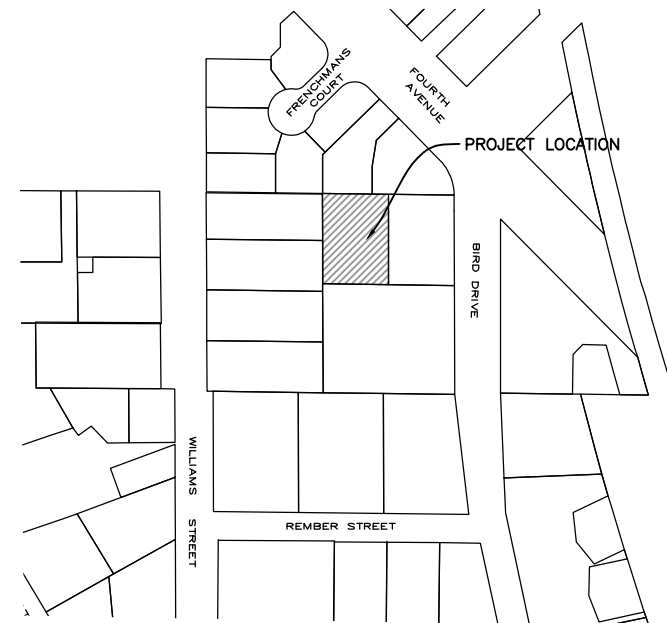
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 1A, CREATING TWO SUBLOTS.

MARCH 2022
PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

- THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:

- ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
- REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____

NOTES:

- THE TOWNHOUSE DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/ FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
- A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD SUBDIVISION, LOT 2A & SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
- CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
- GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
- EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
- PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

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



SNOWBIRD TOWNHOMES I			
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO			
PREPARED FOR: SCOTT J. EDWARDS			
PROJECT NO. 21070	DWG BY: DWS/CPL	21070PH1.DWG	
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1	

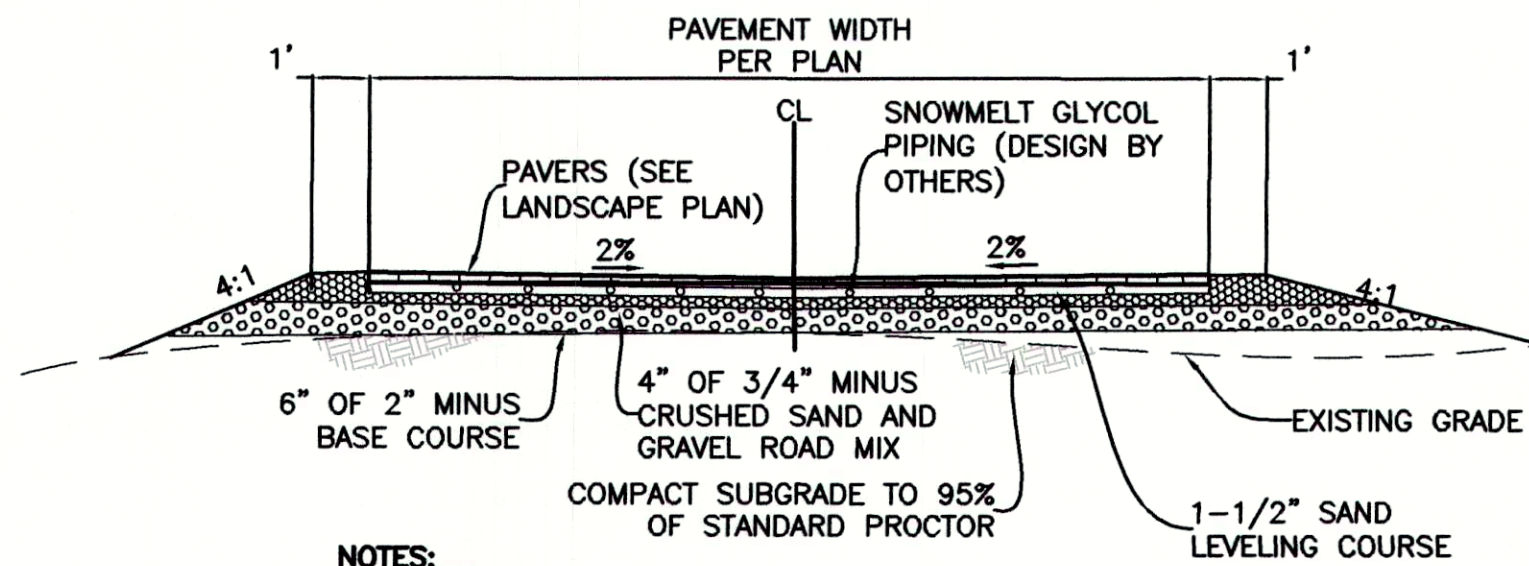
Exhibit C:

Right-of-Way, Utility, and
Driveway Improvements Plan



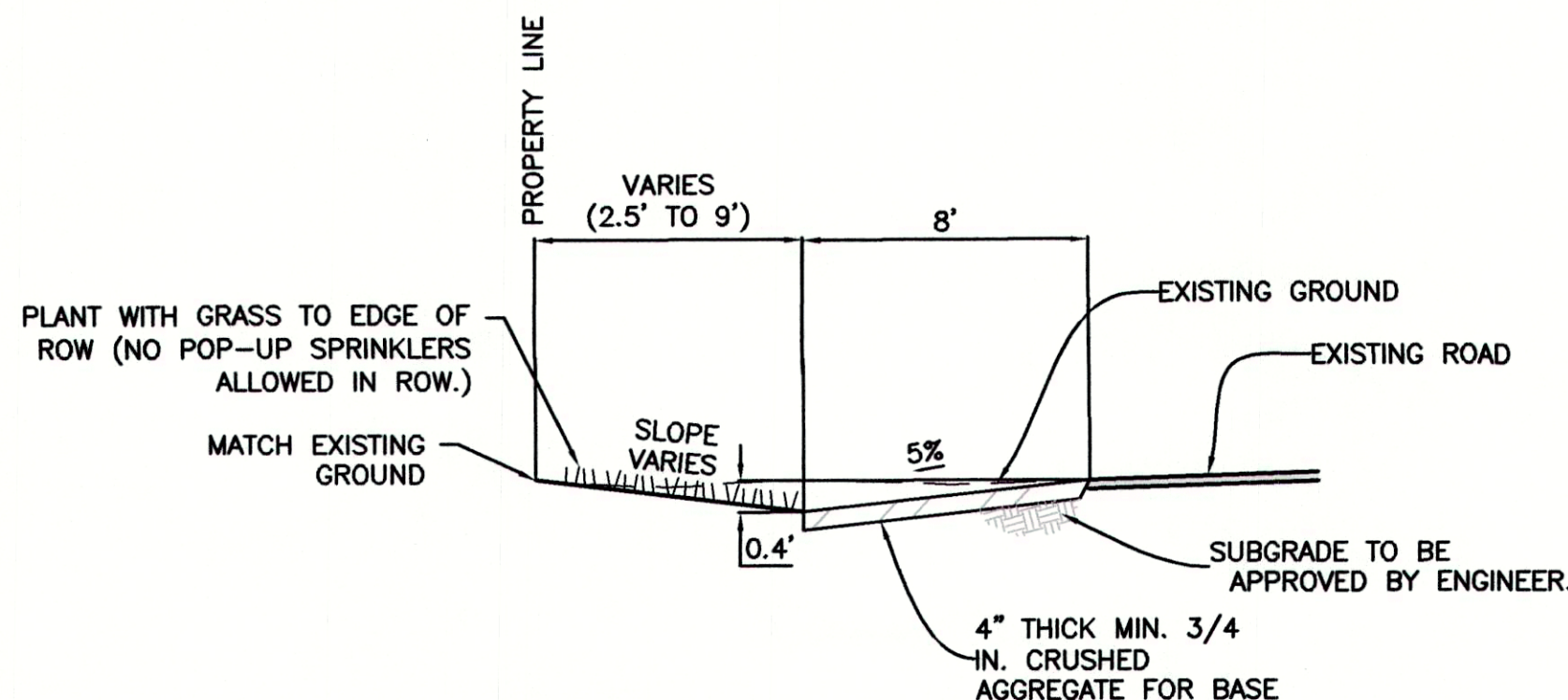
- GENERAL NOTES**
- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
 - CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
 - CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
 - ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CITY OF KETCHUM STANDARDS.

LEGEND	
EXISTING	PROPOSED
PROPERTY LINE	---
ADJOINING PROPERTY LINE	---
CENTERLINE	---
FENCE	---
SEWER	S
PRESSURE SEWER	PS
SEWER MANHOLE	●
SEWER CLEANOUT	●
WATER	W
WATER METER	⊕
GAS	G
POWER	E
OVERHEAD POWER	OHP
TELEPHONE	---
CABLE TV LINE	TV
CONTOUR	5775
SAWCUT LINE	---
FLOW LINE	---
LANDSCAPE DRYWELL	●
DRIVEWAY DRYWELL	●
STORM DRAIN PIPE	4"SD
DOWN SPOUT	DS
ASPHALT PAVEMENT	---
PAVERS	---
GRAVEL	---

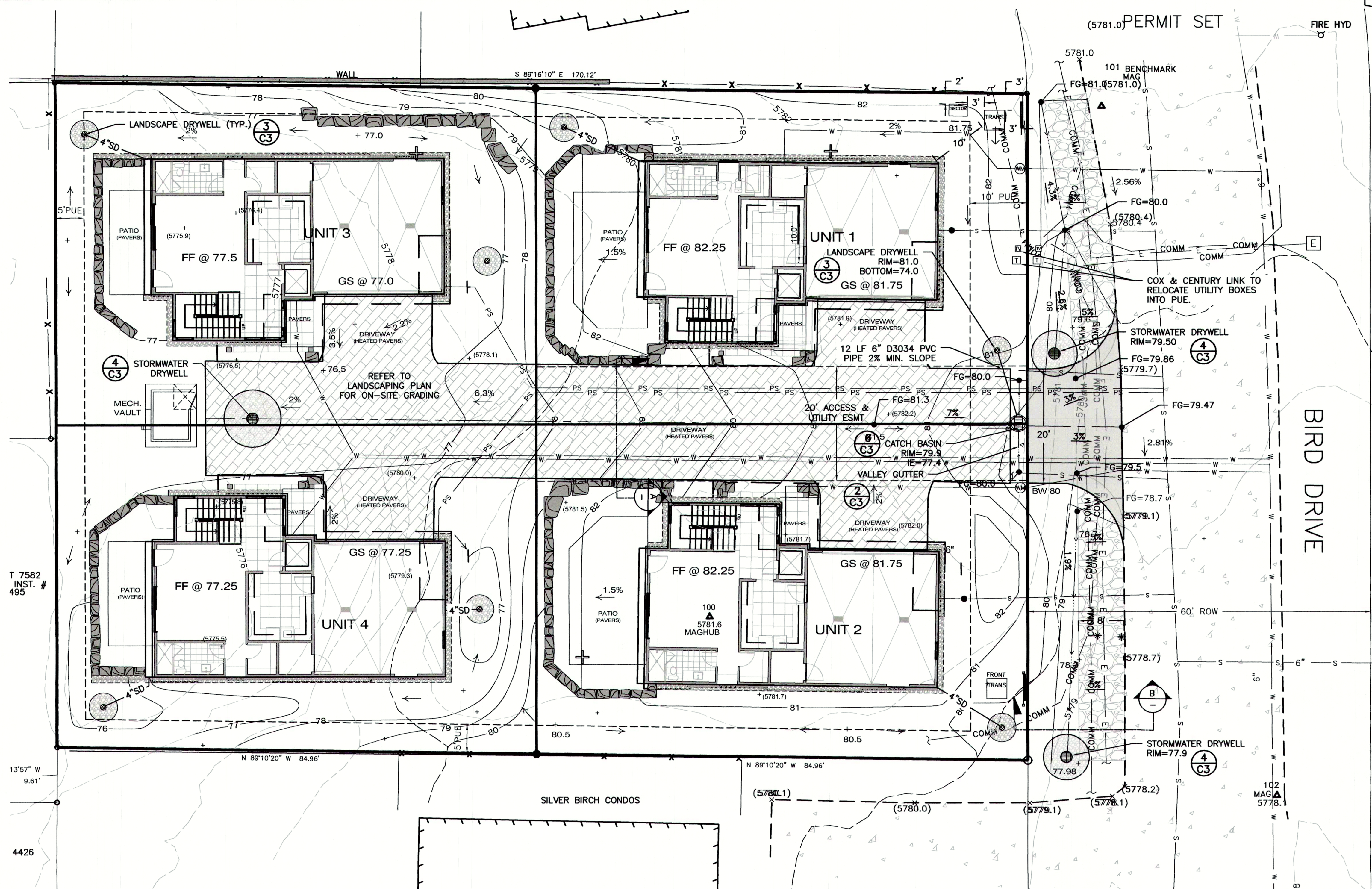


- NOTES:**
- COMPACT DRIVEWAY SUBGRADE AND ALL STRUCTURAL FILL MATERIAL TO AT LEAST 95% OF THE MAXIMUM DENSITY OF EACH MATERIAL ACCORDING TO STANDARD PROCTOR ASTM D-698.

(A) DRIVEWAY SECTION
SCALE: NONE



(B) ROAD SHOULDER SECTION
SCALE: NONE



REVISIONS	
No.	DESCRIPTION



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

GRADING & DRAINAGE PLAN

SNOWBIRD TOWNHOMES

T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO

PREPARED FOR: SCOTT J. EDWARDS

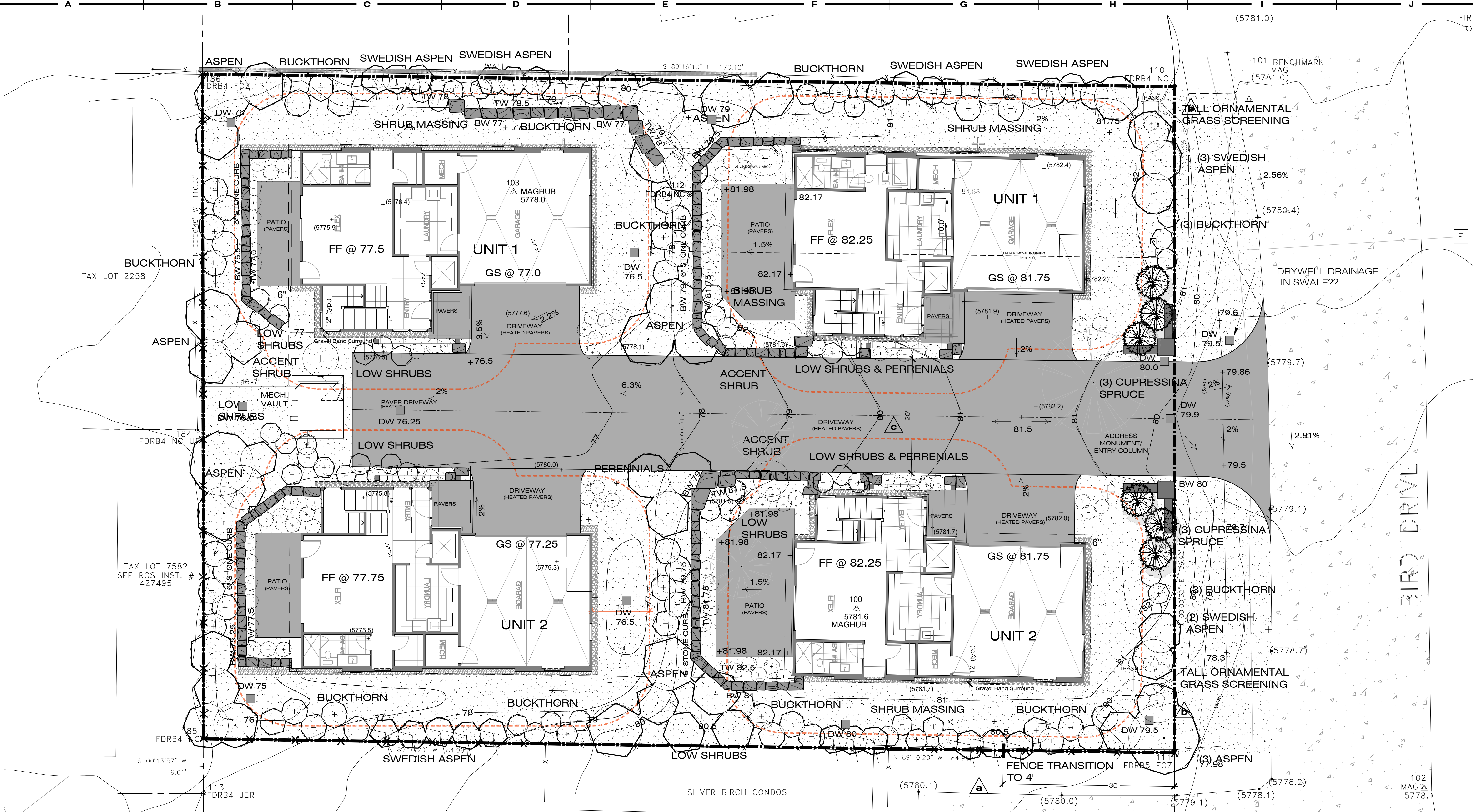
DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: GLM
DATE: 3/21/22
PROJECT NO.: 21070

DRAWING NO.

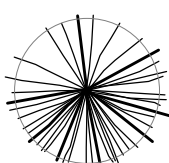
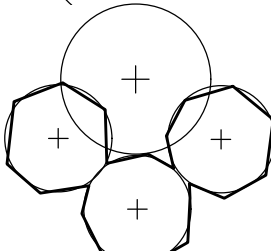
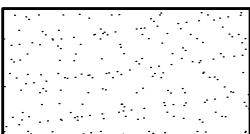
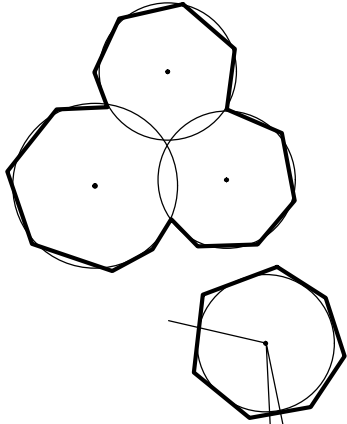

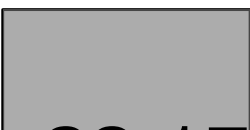
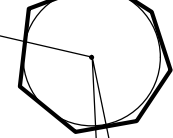

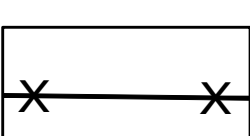
C1

Exhibit D:

Landscape Improvements Plan

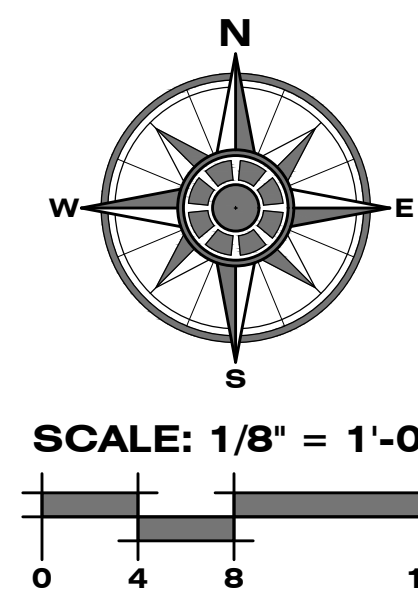


PLANT LEGEND

	2	EVERGREEN TREES		112	SHRUBS		10,230 sf	PLANTER BEDS
	6 - 10'-12'	Cupressina Spruce, Picea abies 'Cupressina'		5 GAL. T.B.D.	Barberry - Helmond Pillar, Berberis thunb. f. atro. 'Helmond Pillar' Barberry - Orange Rocket, Berberis thunbergii 'Orange Rocket' Buckthorn - Tallhedge, Rhamnus frangula Tallhedge' Dogwood - Kelysey, Cornus sericea 'Kelsey' Peking Cotoneaster, Cotoneaster acutifolius Snowberry, Symphoricarpos albus Spirea - Fritschiana, Spirea fritschiana Spirea - Tor Birchleaf, Spirea betulifolia 'Tor' Sumac - Gro-Low, Rhus aromatica 'Gro-Low'		3" MIN. BARK MULCH 10,230 s.f. - 95 yds	
	51	DECIDUOUS TREES		90	PERENNIALS		460 sf	12" GRAVEL FOUNDATION BORDER
	10 - 6'-8' 16 - 8'-10' 15 - 10'-12' 10 - 12'+	Quaking Aspen, Populus Tremuloides		45 - 1 gal. 45 - 2 gal. T.B.D.	SALVIA PENSTEMON COLUMBINE CORAL BELLS SEDUM		5,360 sf	
	28						5,360 lf	PAVERS
	6 - 6'-8' 8 - 8'-10' 8 - 10'-12' 6 - 12'+	Swedish Aspen, Populus Tremula 'Erecta'			KINNICKINNICK SWEET WOODRUFF CREEPING MAHONIA CORAL BELLS SEDUM		228 lf	
								6 1/4" TALL WOOD FENCE
								198 l.f. - 6' tall fence 30 l.f. - 4' tall fence

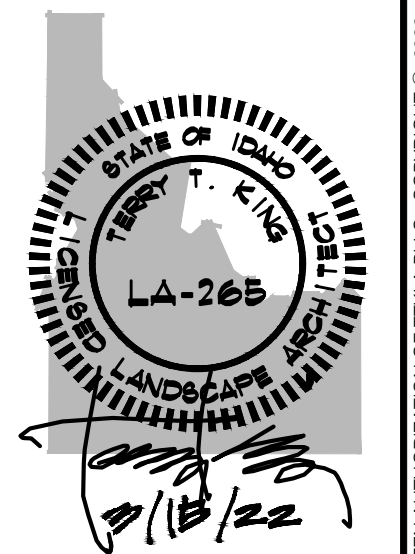
LANDSCAPE & PLANTING NOTES:

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS. CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.
- THIS PROJECT SHALL COMPLY WITH THE CITY OF KETCHUM FIRE PROTECTION AND DEFENSIBLE SPACE CHARACTERISTICS. TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES. NON FIRE-RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES. IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS. THE AREA 12" HORIZONTAL FROM THE BASE OF A WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND FOR VEGETATIVE DEBRIS TO BE EASILY REMOVED.



- a** revised: 3.14.22
Fence height
- b** revised: 3.14.22
Add screening plants
- c** revised: 3.14.22
width of driveway

TTKLA
Terry T. King
Landscape Architecture
6122 S. Moonfire Way
Boise ID 83709
(208) 869-3820 Boise
(208) 720-3730 Ketchum
terry@ttkla.com
www.ttkla.com



LANDSCAPE PLAN

Snowbird Townhomes

220 Bird Dr.
Lots 1 & 2, Snowbird Sub.
Ketchum • Blaine County • Idaho

drawn by: mo
checked by: tk
date: March 14, 2022
revisions:
March 15, 2022

L-1.2
SHEET

ATTACHMENT I:
Phased Townhouse
Subdivision Agreement
#22765 for Lot 2A

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340</p>	
---	--

(Space Above Line For Recorder's Use)

**SNOWBIRD TOWNHOMES LOT 2A
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22765**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____ 2022, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Scott J. Edwards, owner of real property ("Owner").

RECITALS

WHEREAS, Owner owns certain real property located at 220 Bird Dr, Ketchum, Idaho legally described as Snowbird Subdivision, Block 1, Lot 2 the City of Ketchum, according to the official plat recorded under Instrument Number 321440, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes accessed from a central private driveway from Bird Drive (the "Project") and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, Owner has submitted an application for a subdivision preliminary plat to reconfigure the property boundaries between Lots 1 and 2 of the Snowbird Subdivision and create Lots 1A and 2A with an access easement through Lot 2A for the purpose of constructing a central private driveway to access Lot 1A (the "Preliminary Plat"), included as Exhibit A.

WHEREAS, Owner has submitted an application for a townhouse preliminary plat for two townhome sublots on Lot 2A (the "Townhouse Preliminary Plat"), included as Exhibit B.

WHEREAS, Owner proposes to construct all required right-of-way infrastructure improvements, central private driveway, and water and sewer utility services for each sublot on Lot 2A in one phase. All required improvements will be constructed to City standards and Owner assumes maintenance responsibilities of the improved private driveway, water service lines, and sewer service lines to each sublot.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. *Owner.*

- (1) *Water Service Lines Serving Lot 2A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (2) *Sewer Service lines Serving Lot 2A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (3) *Private Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving Lots 1A and 2A. Private driveway shall remain open and unobstructed for a width of 20 feet year-round.

2. Construction and Completion Schedule.

- A. All townhouse units on Lot 1A shall be completed no later than three years from the date of issuance of a building permit for the first townhouse unit on Lot 1A, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit on Lot 2A, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit C, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit on Lot 2A, the following improvements as generally depicted on Exhibit C shall be completed and/or extended to each Sublot:
 - (1) Recordation of the 20-foot-wide access and utility access easement as shown in the Preliminary Plat; and

- (2) Dry utility services (power, gas, cable, etc); and
- (3) All hardscape pathways and access points for adequate and safe egress from the units; and
- (4) Bird Drive right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and
- (5) Water and sewer mains and services serving sublots 1 and 2 on Lot 2A; and
- (6) Private driveway and associated drainage infrastructure accessing Lots 1A and 2A.

D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit on Lot 2A, all landscaping as generally depicted in Exhibit D shall be installed.

- 3. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed on Lot 2A. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.
- 4. Final Plat. The City agrees to accept and process a final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 2A should Owner comply with all above recitals.
- 5. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 2A should Owner comply with all above recitals.
- 6. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Snowbird Townhomes Owner's Association, Inc.
- 7. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.

B. *Effective Date.* This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.

C. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner's authority to make and execute this Amendment.

D. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

E. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

"CITY":

CITY OF KETCHUM,
an Idaho municipal corporation

"OWNER":

Scott J. Edwards,

By: _____

Neil Bradshaw, Mayor

By: _____

Scott J. Edwards

ATTEST:

Tara Fenwick, City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared SCOTT J. EDWARDS, known to me to be the owner of certain real property at 222 Bird Dr, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

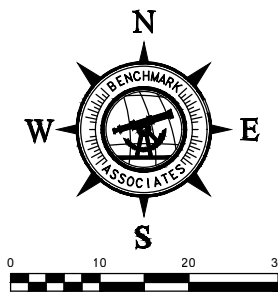
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

Exhibit A:

Snowbird Subdivision

Subdivision Preliminary Plat



LEGEND:

- PROPERTY LINE
- LOT LINE ELIMINATED
- EASEMENT LINE
- BLAINE COUNTY GIS TIE
- APPROXIMATE EDGE BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- TELE BOX
- CATV BOX
- ELECTRIC BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS 9561
- FOUND ALUMINUM CAP
- EXISTING TREE

SNOWBIRD SUBDIVISION: LOTS 1A & 2A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

MARCH 2022
PRELIMINARY PLAT



VICINITY MAP
NOT TO SCALE

OWNER OF RECORD
SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT-WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

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



SNOWBIRD SUBDIVISION:
LOTS 1A & 2A

LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT J. EDWARDS

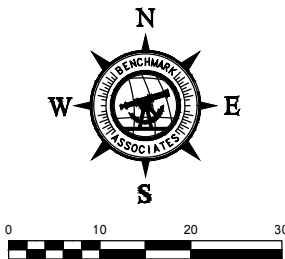
PROJECT NO. 21070
DWG BY: DWS/CPL
PRELIMINARY PLAT

DATE: 03/21/2022

21070pre2022
SHEET: 1 OF

Exhibit B:

Townhouse Preliminary Plat
for Lot 2A



LEGEND:

	PROPERTY LINE
	EASEMENT LINE
	APPROXIMATE BUILDING FOOTPRINT
	BLAINE COUNTY GIS TIE
	APPROXIMATE EXISTING BUILDING
	EDGE PAVEMENT
	EXISTING WOOD FENCE
	EXISTING ELECTRIC LINE
	EXISTING COMMUNICATION LINE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	NEW WATER SERVICE
	NEW SEWER SERVICE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	EXISTING TELEPHONE BOX
	EXISTING CABLE TV BOX
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	SET 5/8" REBAR, PLS #9561
	FOUND ALUMINUM CAP
	NEW ELECTRICAL BOX
	NEW DRYWELL
	NEW CATCH BASIN
	FLOW ARROW

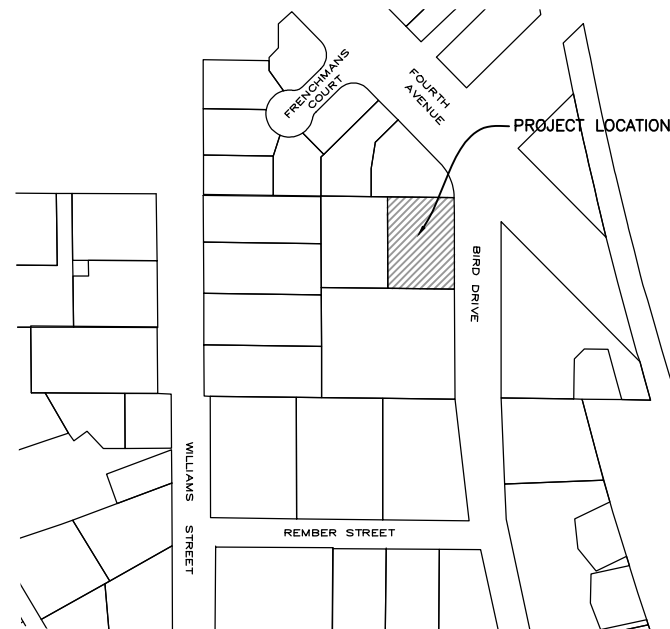
SNOWBIRD TOWNHOMES II

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 2A, CREATING TWO SUBLOTS.

MARCH 2022
PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
 - B. REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____.
 - C. SNOWBIRD TOWNHOMES I, INST. NO. _____.

NOTES:

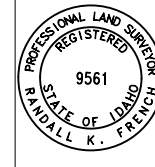
1. THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
2. THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
3. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
4. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
5. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2, AND SNOWBIRD TOWNHOMES II, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
6. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
7. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
8. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
9. EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
10. PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
11. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

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, R.H.S.



SNOWBIRD TOWNHOMES II

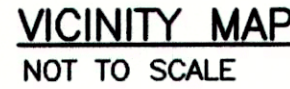
LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT J. EDWARDS

PROJECT NO. 21070	DWG BY: DWS/CPL	21070ph2.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

Exhibit C:

Right-of-Way, Utility, and
Driveway Improvements Plan



1. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
2. CONTRACTOR SHALL NOTIFY DGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
4. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
5. ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CITY OF KETCHUM STANDARDS.

FG	FINISHED GRADE
EG	EXISTING GROUND
GB	GRADE BREAK



A DRIVEWAY SECTION
C1 SCALE: NONE



FIRE HYD



REVISIONS



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

GRADING & DRAINAGE PLAN

SNOWBIRD TOWNHOMES
T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: SCOTT J. EDWARDS

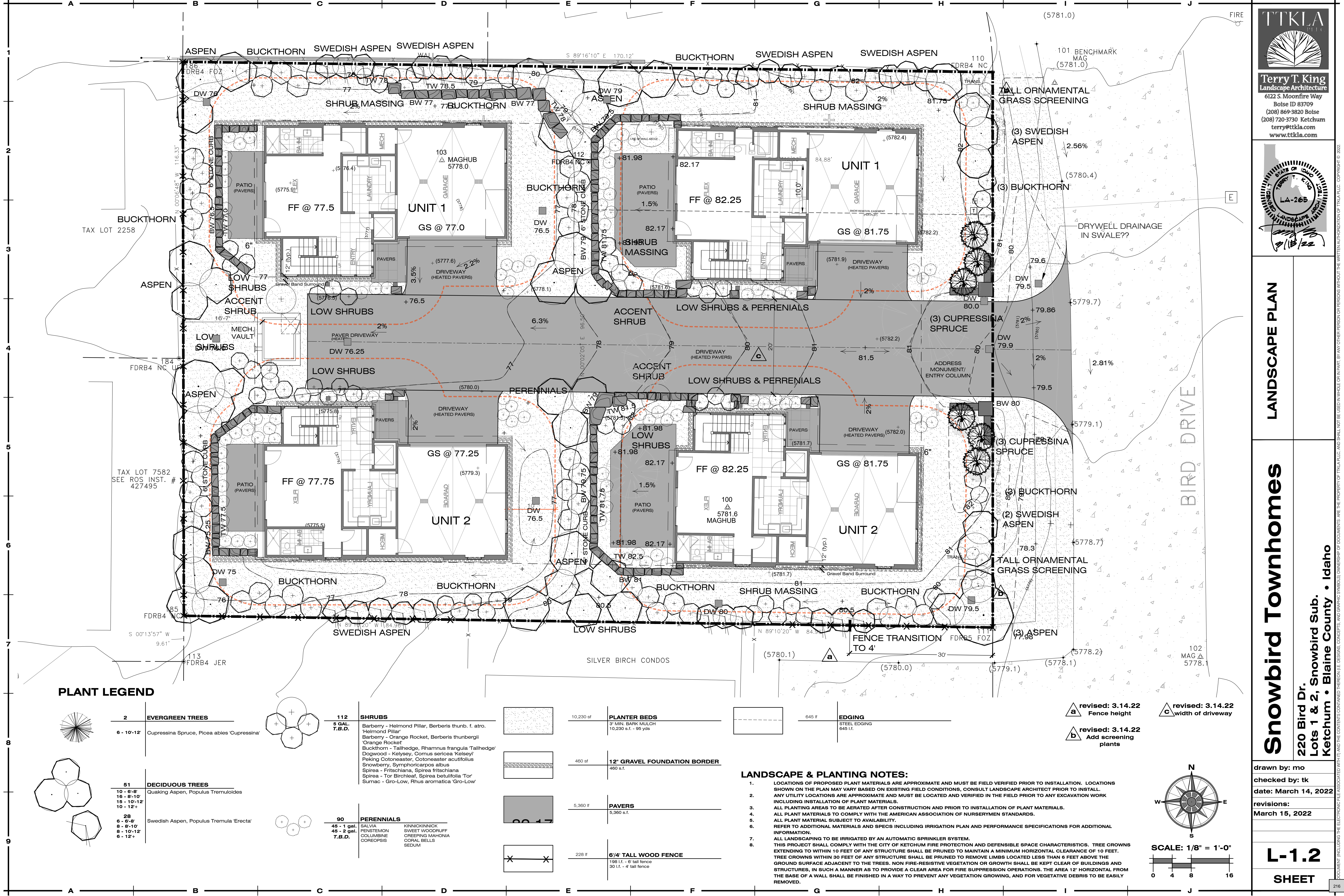
DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: GLM
DATE: 3/21/22
PROJECT NO.: 21070

DRAWING NO.

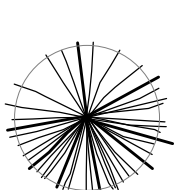
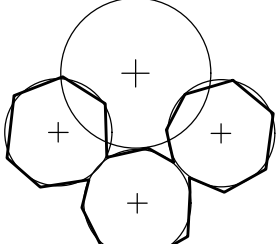
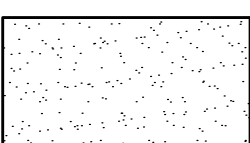
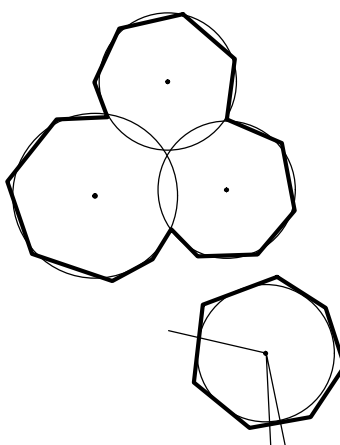

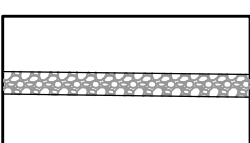
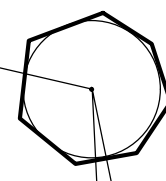

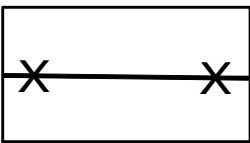
C1

Exhibit D:

Landscape Improvements Plan

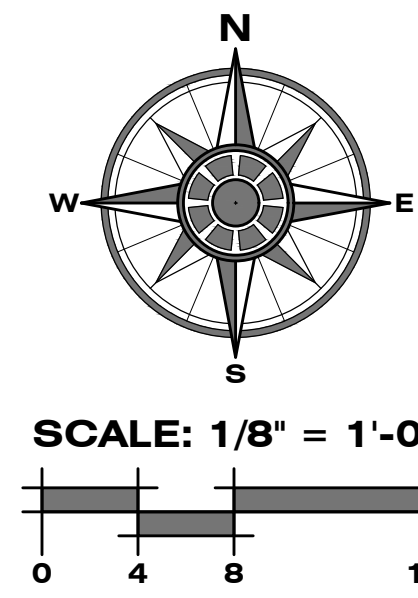


PLANT LEGEND

	2	EVERGREEN TREES		112	SHRUBS		10,230 sf	PLANTER BEDS
	6 - 10'-12"	Cupressina Spruce, Picea abies 'Cupressina'		5 GAL. T.B.D.	Barberry - Helmond Pillar, Berberis thunb. f. atro. 'Helmond Pillar' Barberry - Orange Rocket, Berberis thunbergii 'Orange Rocket' Buckthorn - Tallhedge, Rhamnus frangula 'Tallhedge' Dogwood - Kelsey, Cornus sericea 'Kelsey' Peking Cotoneaster, Cotoneaster acutifolius Snowberry, Symphoricarpos albus Spirea - Fritschiana, Spirea fritschiana Spirea - Tor Birchleaf, Spirea betulifolia 'Tor' Sumac - Gro-Low, Rhus aromatica 'Gro-Low'		3" MIN. BARK MULCH 10,230 s.f. - 95 yds	
	51	DECIDUOUS TREES		90	PERENNIALS		460 sf	12" GRAVEL FOUNDATION BORDER
	10 - 6'-8" 16 - 8'-10" 15 - 10'-12" 10 - 12'+	Quaking Aspen, Populus Tremuloides		45 - 1 gal. 45 - 2 gal. T.B.D.	SALVIA PENSTEMON COLUMBINE COREOPSIS KINNICKINICK SWEET WOODRUFF CREEPING MAHONIA CORAL BELLS SEDUM		460 s.f.	
	28	Swedish Aspen, Populus Tremula 'Erecta'					5,360 sf	PAVERS
	6 - 6'-8" 8 - 8'-10" 8 - 10'-12" 6 - 12'+						5,360 s.f.	
							228 lf	6 1/4" TALL WOOD FENCE
							198 l.f. - 6' tall fence 30 l.f. - 4' tall fence	

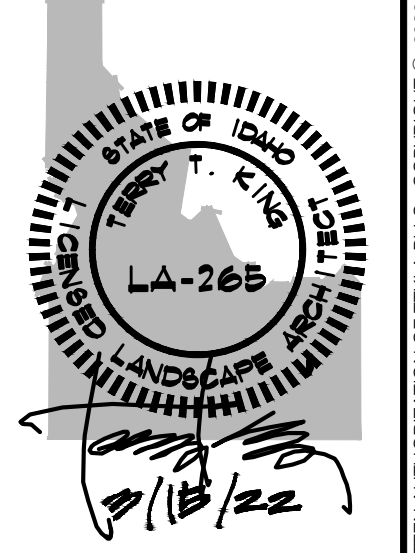
LANDSCAPE & PLANTING NOTES:

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS. CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.
- THIS PROJECT SHALL COMPLY WITH THE CITY OF KETCHUM FIRE PROTECTION AND DEFENSIBLE SPACE CHARACTERISTICS. TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES. NON FIRE-RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES. IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS. THE AREA 12" HORIZONTAL FROM THE BASE OF A WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND FOR VEGETATIVE DEBRIS TO BE EASILY REMOVED.



TTKLA
PLLC

Terry T. King
Landscape Architecture
6122 S. Moonfire Way
Boise ID 83709
(208) 869-3820 Boise
(208) 720-3730 Ketchum
terry@ttkla.com
www.ttkla.com



LANDSCAPE PLAN

Snowbird Townhomes

220 Bird Dr.
Lots 1 & 2, Snowbird Sub.
Ketchum • Blaine County • Idaho

drawn by: mo
checked by: tk
date: March 14, 2022
revisions:
March 15, 2022



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the 131 N Washington Ave Condominium Subdivision Preliminary Plat and FAR Exceedance Agreement #22767

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 Mike Brunelle, of Brunelle Architects on behalf of the property owner, Bohica Idaho, LLC. Staff also recommends approval of FAR Exceedance Agreement #22767, memorializing the voluntary commitment of the applicant to provide community housing in exchange for increased floor area.

Recommended Motion: "I move to approve the 131 N Washington Ave condominium preliminary plat application, as conditioned, adopt the findings of fact, conclusion of law, and decision, and approve FAR Exceedance Agreement #22767."

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's Subdivision (Title 16) regulations.
- The Ketchum Planning and Zoning Commission approved the Design Review application and voted to recommend approval of the Condominium Preliminary Plat application, as conditioned, on April 12, 2022.
- All city departments have reviewed the proposal and have no issue with the proposed condominium subdivision.
- As outlined in the FAR Exceedance Agreement, the applicant will provide one on-site community housing unit.

Introduction and History

The Applicant is proposing a 9,983 square foot three-story mixed-use development known as Bohica Multi-Use (the "project"), located at 131 N Washington Avenue (the "subject property"). The subject property contains a vacant 6,245 square foot two story building originally approved as a restaurant with second floor outdoor patio/dining space initially constructed in 2008. Prior to vacancy of the structure, the building was the location of the Rustic Moose, Bora Restaurant, Globus, and Boho Lounge. The space has been vacant for at least a year but used for special events intermittently.

The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) which allows for various commercial uses and multi-family residential. As proposed, the project includes significantly reduced commercial space of approximately 1,400 square feet, a ground floor patio fronting Washington Ave, and three residential dwelling units:

- One 739 square foot community housing dwelling unit on the ground floor off the alley
- One 1,823 square foot dwelling unit on the second floor
- One 3,505 square foot dwelling unit with square footage on the second and third floors

The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one for-sale deed restricted unit on-site with no additional cash-in-lieu fee required. The proposed FAR for the project is 1.8, which is less than the maximum 2.25 FAR for density bonuses in the Community Core.

The City of Ketchum received an application for Pre-Application Design Review on January 3, 2022. During evaluation of the pre-application for completeness, the city passed Ordinance 1231 amending the types of projects that require pre-application design review. The proposed project did not fall under the amended project list and therefore staff gave the applicant the option to move forward with pre-application or resubmit for Final Design Review. The applicant resubmitted a Final Design Review and condominium preliminary plat application on February 14, 2022. The Design Review and Preliminary Plat applications have been reviewed concurrently and were deemed complete on March 30, 2022. The Planning and Zoning Commission reviewed both applications at their regular meeting on April 12, 2022, concluding with an approval of the Design Review application and a recommendation of approval for the condominium preliminary Plat. The staff report for the April 12, 2022, meeting is included as Attachment D.

Analysis

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*. The application materials and condominium preliminary plat are included as Attachments A and B. As shown in the draft Findings of Fact (Attachment C), the subdivision application meets all requirements for a preliminary plat and a condominium plat. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

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

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

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval P22-001. Changes to the design review approval may require changes to the preliminary or final plats filed for the project.

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

Sustainability

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

Financial Impact

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

Attachments

- A. Application and supporting materials
- B. Preliminary Plat Plan Set
- C. Draft City Council Findings of Fact, Conclusions of Law, and Decision
- D. Staff Report – April 12, 2022 Planning and Zoning Commission Meeting
- E. FAR Exceedance Agreement #22767

ATTACHMENT A:

Application and Supporting Materials



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 electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with next steps. 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: Bohica Idaho LLC			
Owner of Record: Bohica Idaho LLC			
Address of Owner: PO Box 1129, Ketchum, Idaho 83340			
Representative of Owner: Mike Brunelle			
Legal Description: Ketchum Lot 3, Block 39			
Street Address: 131 N Washington Ave			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 4			
Total Land Area: 5500sf			
Current Zoning District: Community Core - Subdistrict 2 (Mixed Use)			
Proposed Zoning District: Community Core - Subdistrict 2 (Mixed Use)			
Overlay District: NA			
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: NA			
Easements to be dedicated on the final plat: NA			
Briefly describe the improvements to be installed prior to final plat approval: (1) commercial unit, (3) residential units			
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 to planningandzoning@ketchumidaho.org			

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

Michael Brunelle

Digitally signed by Michael Brunelle
DN: c=US, E=mike@brunellearchitects.com, CN=Michael Brunelle
Date: 2022.02.14 14:52:27-0700

02/14/2022

Applicant Signature

Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.



WARRANTY DEED

FOR VALUE RECEIVED

131 Washington Avenue, LLC, an Idaho Limited Liability Company,

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

Bohica Idaho, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 1129, Ketchum, ID 83340

the following described premises, to-wit:

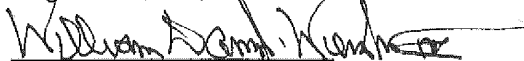
Lot 3 in Block 39, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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 20 day of January, 2022.

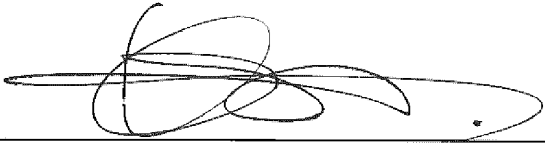
131 Washington Avenue, LLC
an Idaho limited liability company

By: Redwing Marine, Inc., its Sole Member

By: 
William Daniel Weidner, III
President

State of Idaho
County of Blaine

This record was acknowledged before me on 20 day of January, 2022, by William Daniel Weidner, III,
as President of Redwing Marine, Inc., Sole Member of 131 Washington Avenue, LLC.



Notary Public Kathy Seal
My Commission Expires: 7.26.2023

(STAMP)





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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:

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



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 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. 2123662

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

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AMERICAN
LAND TITLE
ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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LAND TITLE
ASSOCIATION

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5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

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LAND TITLE
ASSOCIATION

10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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

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ASSOCIATION

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2123662
Issuing Office File Number: 2123662
Property Address: 131 N Washington Ave., Ketchum, ID 83340
Revision Number: 1

1. **Commitment Date:** January 14, 2022 at 8:00 A.M.

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA® Owner's Policy Standard	\$2,345,000.00

Proposed Insured: Bohica Idaho, LLC, an Idaho limited liability company

(b) 2021 ALTA® Loan Policy

Proposed Insured:

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

Fee Simple

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

131 Washington Avenue, LLC, an Idaho Limited Liability Company

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

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

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

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

Owner's Policy: \$5,740.00

Underwriter remittance disclosure
\$688.80

This page is only a part of a 2021 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. 2123662

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

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

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2123662- Revision No. 1

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.
 - a. Warranty Deed from 131 Washington Avenue, LLC, an Idaho Limited Liability Company to Bohica Idaho, LLC, an Idaho limited liability company to convey the property described herein.
5. The Company requires for its review satisfactory copy of the Operating Agreement and the regulations of the limited liability company, any amendment thereof and satisfactory evidence of authority of the officers, managers, or members to execute the documents for **131 Washington Avenue, LLC**.
6. The Company requires for its review satisfactory copy of the Operating Agreement and the regulations of the limited liability company, any amendment thereof and satisfactory evidence of authority of the officers, managers, or members to execute the documents for **Bohica Idaho, LLC**.
7. 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.
8. 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. 2123662

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

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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2123662- Revision No. 1

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

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

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

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

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

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2021, a lien in the amount of \$10,944.06, of which the first half due December 20, 2021 are PAID and the second half are due on or before June 20, 2022. (Parcel No. RPK00000390030)
11. General taxes for the year 2022 and subsequent years, which are a lien not yet payable.
12. Water, sewer, rubbish charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Right-of-Way Agreement, including the terms and provisions thereof, by and between Ketchum Tree LLC ("Owner") and the City of Ketchum, Idaho, a municipal corporation ("Ketchum"), recorded October 16, 2008 as Instrument No. 562278, records of Blaine County, Idaho.
15. Right-of-Way Agreement, including the terms and provisions thereof, by and between Ketchum Tree LLC ("Owner") and the City of Ketchum, Idaho, a municipal corporation ("Ketchum"), recorded October 16, 2008 as Instrument No. 562279, records of Blaine County, Idaho.
16. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

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

Items 2-5 and 7-9 may be removed upon issuance of any ALTA Extended or ALTA Homeowner's Coverage Policy.

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

This page is only a part of a 2021 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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ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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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?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

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

Privacy Notice for California Residents

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

Information Stewart Collects

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

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

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

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

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

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

Use of Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

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

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

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

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

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

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

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

Sharing practices

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

Contact Us

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

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

DRAFT

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

(Space above line for Recorder's Use)

CONDOMINIUM DECLARATION FOR

BOHICA MULTI-USE BUILDING CONDOMINIUMS

THIS DECLARATION is made effective the ____ day of _____, 2022,
by Bohica Idaho, LLC, an Idaho Limited Liability Company("Declarant").

RECITALS

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

DECLARATION

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

ARTICLE 1

DEFINITIONS

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

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

1.3 Association. The “Association” means the Bohica Multi-Use Building Condominium Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.17 Mortgage. A “Mortgage” means a mortgage or deed of trust encumbering a Condominium or other portion of the Development. A “mortgagee” shall include the beneficiary

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

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

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

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

ARTICLE 2

DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS OF ENJOYMENT AND EASEMENTS

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

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

Condominium Unit ____ as shown on the Condominium Plat for Bohica Multi-Use Building Condominiums, recorded as Instrument No. ____, and as defined and described in the Condominium Declaration for Bohica Multi-Use Building Condominiums, recorded as Instrument No. ____, records of Blaine County, Idaho.

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

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

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

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

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

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

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

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

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

2.4 Easements Granted by Association. The Association shall have the power to grant and convey to any third party easements and rights-of-way in, on, over or under the common area for the purpose of construction, erecting, operating or maintaining lines, cables, wires, conduits, or other devices of electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to a Condominium expressly consents to such easement. However, no such easement can be granted if it would interfere with the use, occupancy or enjoyment by any Owner of his Unit.

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

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

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

ARTICLE 3

USE RESTRICTIONS

3.1 Commercial Use. The Commercial Units are restricted to commercial, restaurant, business and/or professional use and shall be used only for purposes which are consistent with and appropriate to the design of such Units and for which adequate stair, ventilation, plumbing and similar and related facilities exist, provided that no Commercial Condominium nor any portion thereof shall be used, leased or subleased for the manufacture or assembly of any product, as a pet store or any other type of retail business that could cause undue noise for the Owners, lessees, or sublessees of adjoining Units. Providing further that no Commercial Condominium nor any portion thereof shall be used, leased, or subleased by or for any purpose which shall increase the rate of fire insurance or which will make it impossible to obtain fire or other insurance required to protect the Buildings, or which will cause or be likely to cause structural damage to the Buildings or any part thereof, which will constitute a private or

public nuisance, or which may violate any restriction which may be of record and applicable to the Real Property. Nor shall any Owner, lessee, or sublessee place a load upon any floor of any Commercial Unit exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.

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

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

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

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

Unless otherwise provided in this Declaration, each Owner shall clean and maintain any exclusive easement appurtenant to his Condominium.

3.4 Offensive Conduct; Nuisances. No noxious or offensive activities shall be conducted within the Development. Nothing shall be done on or within the Development that may be or may become a nuisance or interference to the businesses of the Development, or that in any way interferes with the quiet enjoyment of occupants of Units.

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

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

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

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

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

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

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

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

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

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

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

3.16 Mechanic's and Materialman's Liens. No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property or any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Development, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

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

ARTICLE 4

THE ASSOCIATION

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

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

4.3 Powers and Duties of Association.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS

5.1 Membership.

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

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

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

5.2 Voting.

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

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

ARTICLE 6

ASSESSMENTS

6.1 Agreement to Pay. The Declarant, for each Condominium owned by it in the Development that is expressly made subject to assessment as set forth in this Declaration, covenants and agrees, and each Owner of a Condominium by acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree to pay to the Association regular assessments and special assessments, such assessments to be established, made and collected as provided in this Declaration.

6.2 Personal Obligations. Each assessment or installment, together with any late charge, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of the person or entity who was an Owner at the time such assessment, or installment became due and payable. If more than one person or entity was the Owner of a Condominium, the personal obligation to pay such assessment, or installment respecting such Condominium shall be both joint and several. No Owner may exempt himself from payment of assessments, or installments, by waiver of the use or enjoyment of all or any portion of the common area or by waiver of the use or enjoyment of, or by abandonment of, his Condominium.

6.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the members of the Association, the improvement, replacement, repair, operation and maintenance of the common area, and the performance of the duties of the Association as set forth in this Declaration.

6.4 Assessments.

6.4.1 Regular Assessments.

6.4.1.1 Not more than sixty (60) days nor less than thirty (30) days before the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the regular annual assessment of common expenses of the Development for the forthcoming fiscal year. At such meeting the Board shall review written comments received and any other information available to it and, after making any adjustments that the Board deems appropriate, without a vote of the members of the Association, shall establish the regular assessment for the forthcoming fiscal year; provided, however, that the Board may not establish a regular assessment for any fiscal year of the Association which is more than one hundred ten percent (110%) of the regular assessment of the prior fiscal year of the Association (except with regard to the first fiscal year of the Association if it should be less than twelve (12) months) without the approval by vote or written consent of fifty-one percent (51%) the members. The Board may from time to time during each fiscal year make reasonable adjustments in the assessments on the basis of actual costs incurred. As soon as practicable after the end of each fiscal year, the aggregate amount of common expenses actually incurred for said year shall be determined by the Board.

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

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

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

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

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

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

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

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

ARTICLE 7

COLLECTION OF ASSESSMENTS; LIENS

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

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

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

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

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

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

ARTICLE 8

INSURANCE

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

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

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

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

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

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

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

ARTICLE 9

DESTRUCTION OF IMPROVEMENTS

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

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

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

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

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

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

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

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

ARTICLE 10

CONDEMNATION

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

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

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

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

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

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

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

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

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

ARTICLE 11

PARTITION

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

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

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

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

ARTICLE 12

NON-SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM

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

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

ARTICLE 13

TERM OF DECLARATION

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

ARTICLE 14

PROTECTION OF MORTGAGEES

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

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

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

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

14.3.1 The purpose for which the Development may be used;

14.3.2 Voting;

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

14.3.4 Reserves for repair and replacement of common area improvements;

14.3.5 Maintenance of common area and improvements thereon;

14.3.6 Casualty and liability insurance;

14.3.7 Rights of use to and in the common area;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15

RETAINED RIGHTS OF DECLARANT

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

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

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

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

ARTICLE 16

AMENDMENT

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

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

ARTICLE 17

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bohica Multi-Use Building LLC

By _____
Kirsten Ritzau, Member

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

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

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

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

ATTACHMENT B:

Preliminary Plat Plan Set

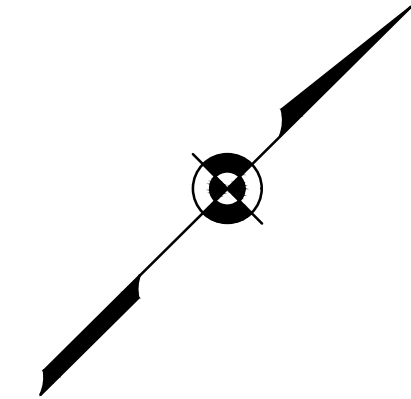
A PRELIMINARY CONDOMINIUM PLAT SHOWING
BOHICA MULTI-USE CONDOMINIUMS

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

MARCH 2022



SCALE IN FEET

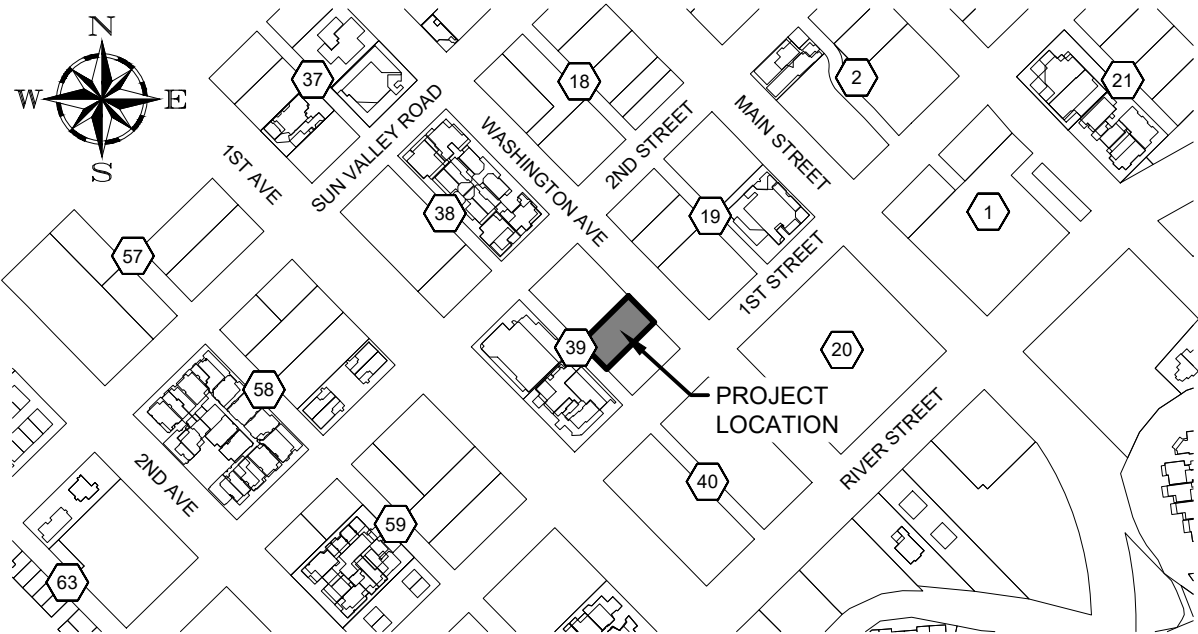
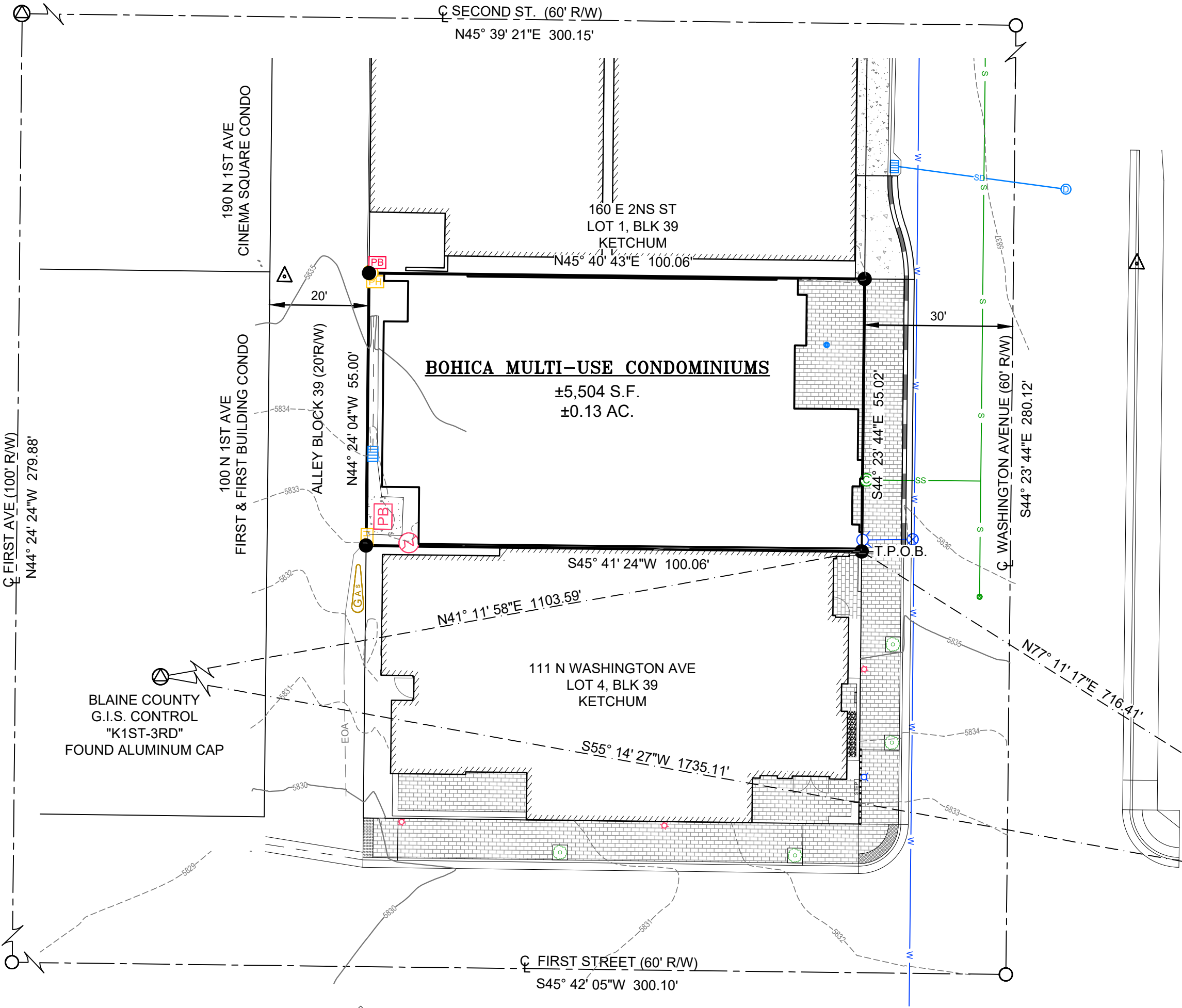


SCALE: 1" = 20'

SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 3, Block 39, 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. Vertical Datum is NAVD 1988.
- The distances shown are measured. Refer to the above referenced survey for previous record data.
- Unless shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 2123662, with a Date of Guarantee of January 14, 2022. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- 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.
- Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
- Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
- 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.
- Building ties are to the interior corners of unit walls.
- 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.
- No garage may be condominiumized or sold separate from a condominium unit.
- The current zoning is Community Core - Subdistrict 2 - Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner of the property is Bohica Idaho LLC, PO Box 1129, Ketchum, ID. The surveyor/representative 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.



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right-of-way
- Blaine County G.I.S. Tie
- Found Aluminum Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar
- Survey Control
- Existing Building
- Edge of Asphalt
- Existing Concrete Curb, Gutter, & Sidewalk
- Existing Paver Sidewalk
- Proposed Curb and Gutter
- Concrete Valley Gutter
- GMTR = Gas Meter
- GMKR = Gas Marker
- TVBOX = Cable TV Riser
- PHBOX = Telephone Riser
- PBOX = Power Box
- Water Main
- Sewer Main
- Sewer Service
- Storm Drain
- Power Meter
- Sewer Manhole
- Sewer Cleanout
- Catch Basin
- Drywell
- Fire Hydrant
- Water Valve
- 1' Contour Interval
- 5' Contour Interval
- CA = Common Area
- ELEV. = Elevator
- LC = Limited Common Area
- MECH. = mechanical Room
- T.P.O.B. = True Point of Beginning



BOHICA MULTI-USE CONDO'S
GALENA ENGINEERING, INC.
HAILEY, IDAHO

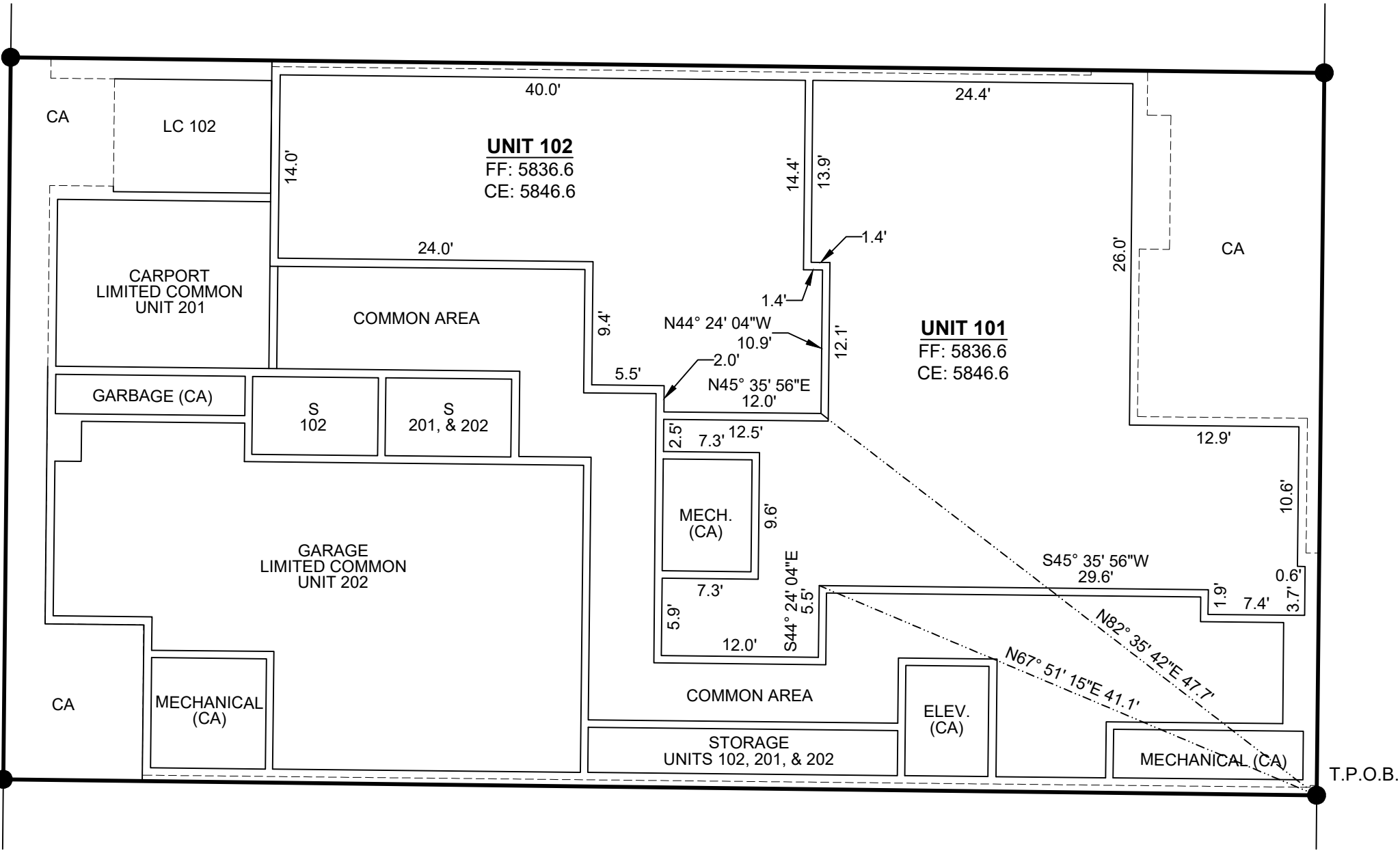
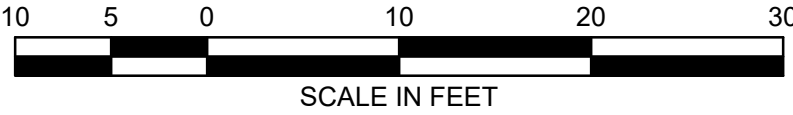
1 OF 3
Job No. 8229

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

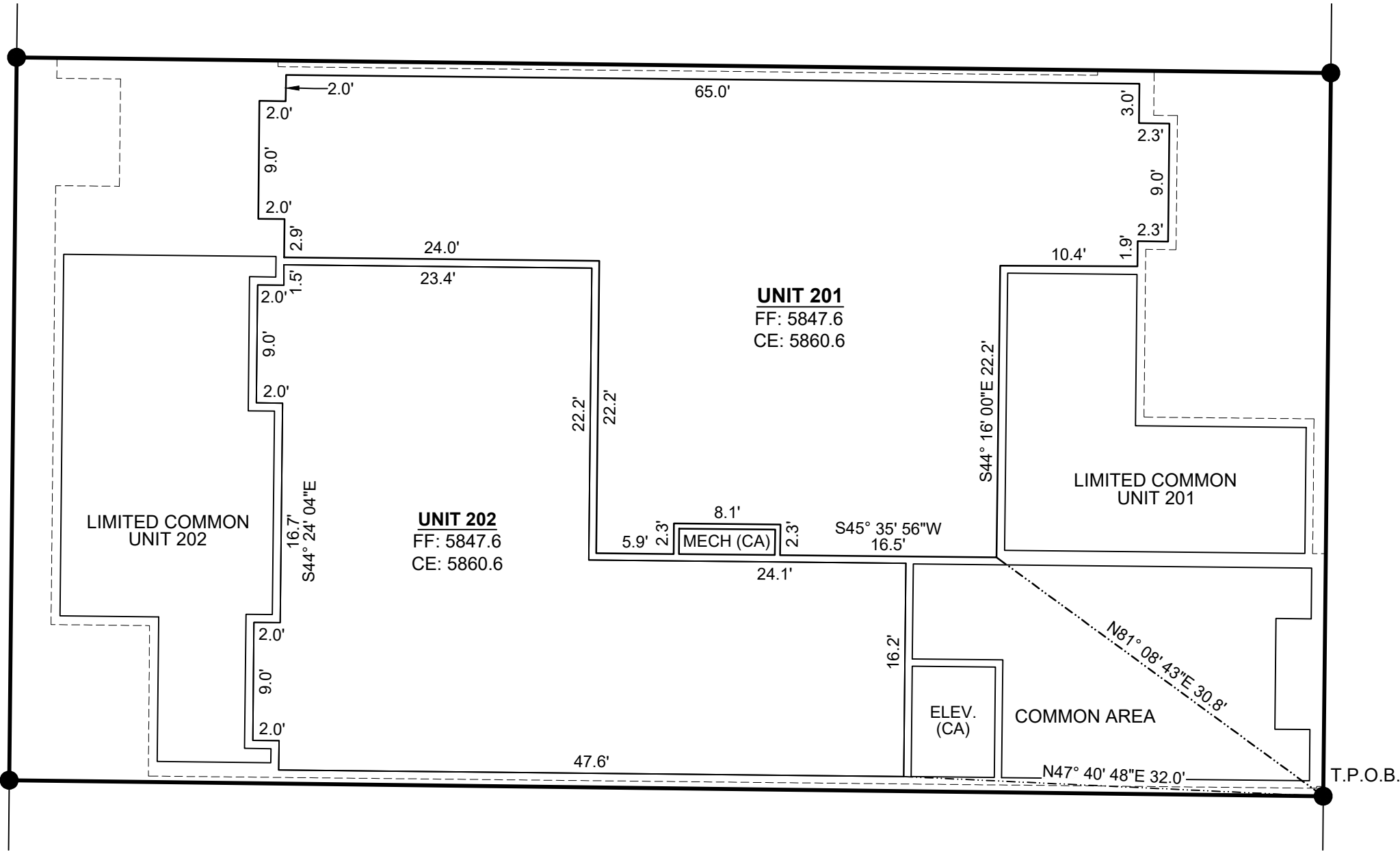
Date _____ South Central District Health Dept., EHS

A PRELIMINARY CONDOMINIUM PLAT SHOWING
BOHICA MULTI-USE CONDOMINIUMS
MARCH 2022

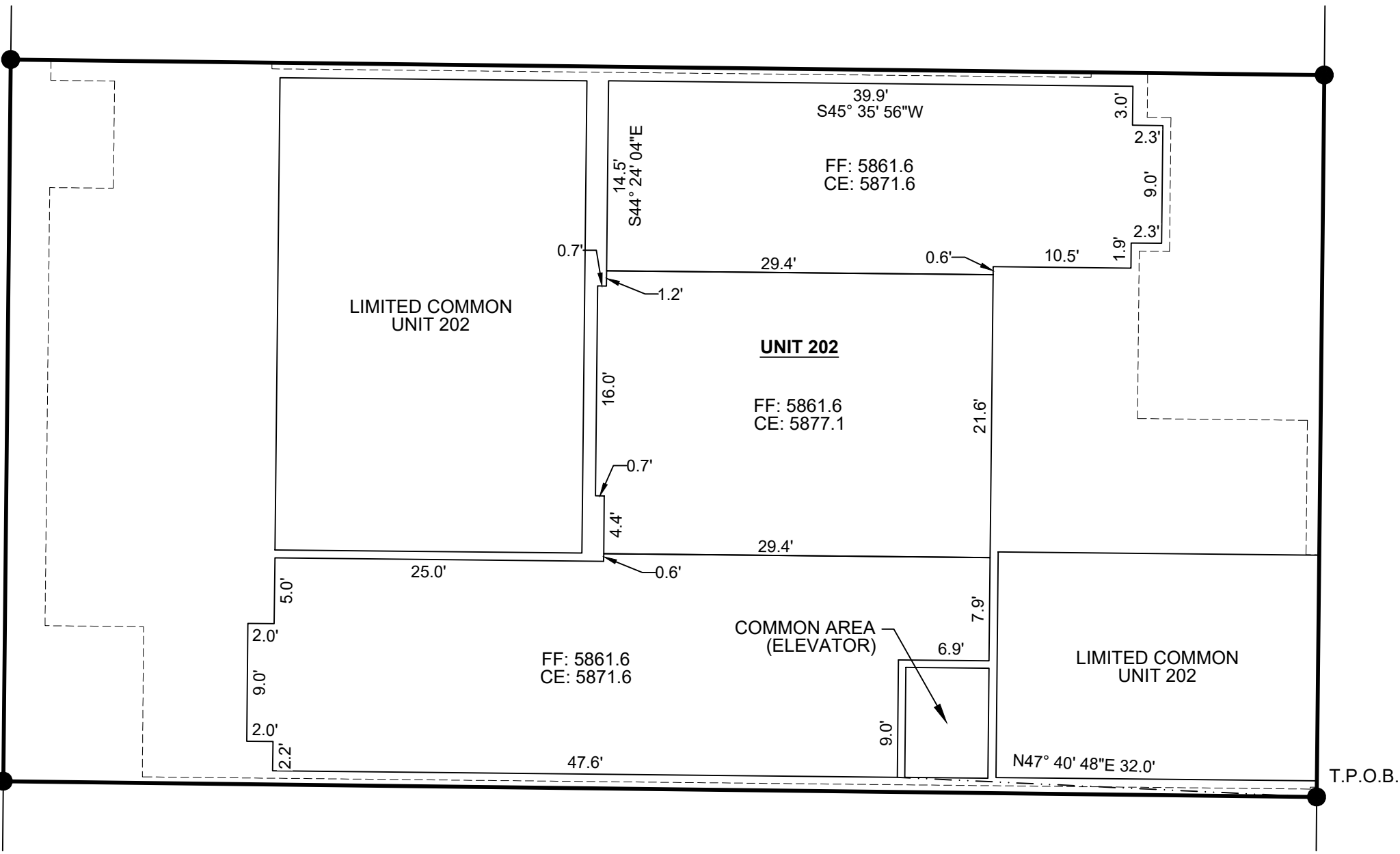
KETCHUM FILE NUMBER P22-012



FIRST FLOOR



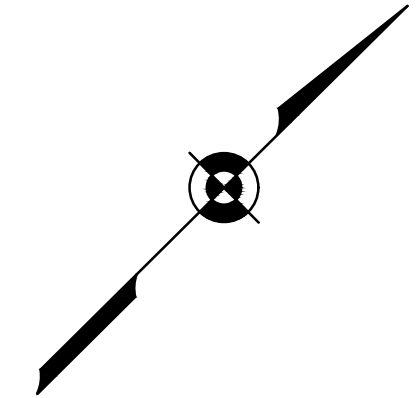
SECOND FLOOR



THIRD FLOOR

LEGEND

- Property Line
- Unit Boundary
- Building Footprint
- Survey Tie Line
- Set 5/8" Rebar, P.L.S. 16670
- FE Floor Elevation
- CE Ceiling Elevation
- CA Common Area
- S Storage



SCALE: 1" = 10'



BOHICA MULTI-USE CONDO'S
GALENA ENGINEERING, INC.
HAILEY, IDAHO

2 OF 3
Job No. 8229

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

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:

LOT 3, BLOCK 39, 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.

Bohica Idaho LLC, An Idaho Limited Liability Company

BY: Kirsten Ritzau, Member

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

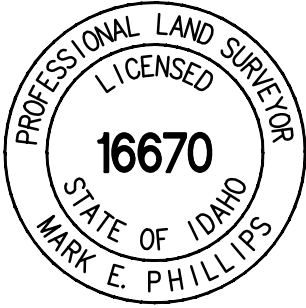
On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared Kirsten Ritzau, known or identified to me to be the Governor of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed 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.



BLAINE COUNTY SURVEYOR’S APPROVAL

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

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

KETCHUM CITY COUNCIL CERTIFICATE

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

Tara Fenwick, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

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

Sherri Newland, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

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

_____, City of Ketchum

BLAINE COUNTY TREASURER’S APPROVAL

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

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER’S CERTIFICATE

BOHICA MULTI-USE CONDO'S

GALENA ENGINEERING, INC.
HAILEY, IDAHO

3 OF 3
Job No. 8229

ATTACHMENT C:

**Draft City Council Findings of
Fact, Conclusions of Law, and
Decision**



**City of Ketchum
Planning & Building**

IN RE:)
)
131 N Washington Ave) KETCHUM CITY COUNCIL
Condo Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 2, 2022) DECISION
)
File Number: P22-012)

PROJECT: 131 N Washington Ave

APPLICATION TYPE: Condominium Preliminary Plat

FILE NUMBER: P22-012

ASSOCIATED APPLICATIONS: Design Review (P22-001)

REPRESENTATIVE: Mike Brunelle, Brunelle Architects (Architect)

OWNER: Bohica Idaho, LLC

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

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

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received an application for Pre-Application Design Review on January 3, 2022. During evaluation of the pre-application for completeness, the city passed Ordinance 1231 amending the types of projects that require pre-application design review. The proposed project did not fall under the amended project list and therefore staff gave the applicant the option to move forward with pre-application or resubmit for Final Design Review. The applicant resubmitted a Final Design Review and condominium preliminary plat application on February 14, 2022. The Design Review and Preliminary Plat applications have been reviewed concurrently and were deemed complete on March 30, 2022. Department comments were provided to the applicant on March 11, 2022. All department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city's website on March 23, 2022.

The Planning and Zoning Commission (the “Commission”) considered the Bohica Multi-Use Design Review (Application No. P22-001) and the Condominium Subdivision Preliminary Plat (Application No. P22-012) applications during a regular meeting on April 12, 2022. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff’s analysis, the applicant’s presentation, and public comment, the Commission approved the Design Review application with a vote of three to one and recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

The City Council reviewed the condominium preliminary plat application at their regular meeting on May 2, 2022. The application was approved by City Council with no changes to the application.

BACKGROUND

The Applicant is proposing a 9,764 square foot three-story mixed-use development known as Bohica Multi-Use (the “project”), located at 131 N Washington Avenue (the “subject property”). The subject property contains a vacant 6,245 square foot two story building originally approved as a restaurant with second floor outdoor patio/dining space initially constructed in 2008. Prior to vacancy of the structure, the building was the location of the Rustic Moose, Bora Restaurant, Globus, and Boho Lounge. The space has been vacant for at least a year but used for special events intermittently.

The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) which allows for various commercial uses and multi-family residential. As proposed, the project includes significantly reduced commercial space of approximately 1,400 square feet, a ground floor patio fronting Washington Ave, and three residential dwelling units:

- One 739 square foot community housing dwelling unit on the ground floor off the alley
- One 1,823 square foot dwelling unit on the second floor
- One 3,505 square foot dwelling unit with square footage on the second and third floors

To achieve this development program, the applicant proposes to:

- Ground Level – Convert the ground floor restaurant to retail space, parking, one community housing unit with patio, storage for all residential units, and common/mechanical areas. Retain the ground level façade of the building and ground floor patio fronting Washington Ave.
- Second Level – Convert the restaurant space to residential and expand the existing square footage to accommodate one full dwelling unit, a portion of a second dwelling unit and outdoor private patios for each. Retain a portion of the front outdoor patio for residential use and retain the southernmost portion of the façade. Removal of a semi-circle architectural element that encroaches into the public right-of-way.
- Third Level – Addition of a third floor to accommodate the second level of a dwelling unit and outdoor private patios.

Per the project plans, the commercial space is intended to be retail because it does not generate a parking demand per Chapter 17.125 of the Ketchum Municipal Code (KMC). The project proposes one surface parking space and two garage spaces accessed from the alley which meet the parking requirements for the residential uses proposed. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one for-sale deed restricted unit on-site with no additional cash-in-lieu fee required. The proposed FAR for the project is 1.8, which is less than the maximum 2.25 FAR for density bonuses in the Community Core. See below for the FAR calculations for the project.

The project proposes to construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit. The project proposes to snowmelt the sidewalks adjacent to the project and all ground level patios adjacent to the alley and Washington Ave. An encroachment permit approved by the City Council will be required for the snow melt system.

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:

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 February 14, 2022.
<input checked="" type="checkbox"/>	<input checked="" 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 March 30, 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.
<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 "Bohica Multi-Use 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 2, the owner and subdivider is Bohica Idaho, 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, west, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent property to the north and south and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheet 2 indicates the area of each unit as will be platted.
<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 #13 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>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<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 1 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 trees or shrub masses on the property.
<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 Sun Valley Title dated January 14, 2022, and a warranty deed recorded at Instrument Number 690831 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. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the

				subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.

			<p>16.04.040.E</p> <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.
			<p><i>Findings</i></p> <p>This standard does not apply as this is a preliminary plat application, not a final plat application.</p>
			<p>16.04.040.F</p> <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 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.

				<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.
<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 are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;

			<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> <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>
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				<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>	No new streets are proposed, and N Washington Ave meets the city's street requirements. The existing sidewalk and drainage will be repaired or replaced as necessary during construction.
<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>	The existing alley is paved, however, improvements are required to bring the alley into conformance with city standards. The project plans included with the Design Review application P22-001 indicate proposed improvements that will be reviewed and approved at the time of building permit application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p>

				<p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	This standard does not apply as no easements additional easements are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, 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>	The property is served by city sewer services. Sheet 1 of the preliminary plat shows the location of sewer service to the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>

			<i>Findings</i>	The property is served by city water services. Sheet 1 of the preliminary plat shows the location of water service to the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<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 established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.

				<p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat and Sheet C1.0 of the project plans, all utilities will be installed underground. A three-phase transformer is currently

				located on the property off the alley. No upgrade or change to this transformer is required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed 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				
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 and carport are designated as limited common elements and specifically referenced to a unit number.
<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, each residential unit is provided storage on the ground floor of the project and is adequate for the residential use.
<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>	Mechanical equipment rooms are designated on each floor. The ground floor includes a larger mechanical/maintenance area for the building.
<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>	Each condominium unit includes limited common elements. These elements are outdoor patio spaces as indicated on the project plans.

<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 section of the subdivision standards. The project is in compliance as discussed above.

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 application for the development and use of the project site.
2. The Council has authority to hear the applicant's Condominium Preliminary Plat Application pursuant to Ketchum Municipal 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 application is governed under Ketchum Municipal Code Chapter 16.04.
5. The Condominium Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Council **approves** of this Condominium Preliminary Plat Application File No. P22-012 this Monday, May 2, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval P22-001. Changes to the design review approval may require changes to the preliminary or final plats filed for the project.
2. 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 2nd day of May 2022.

Neil Bradshaw, Mayor
Ketchum City Council

ATTACHMENT D:
Staff Report – April 12, 2022
Planning and Zoning
Commission meeting



**City of Ketchum
Planning & Building**

**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF APRIL 12, 2022**

PROJECT: Bohica Multi-Use

APPLICATION TYPE: Design Review (File No. P21-001)
Condominium Subdivision – Preliminary Plat (File No. P21-012)

APPLICANT: Mike Brunelle, Brunelle Architects (Architect)
Sean Flynn, Galena Engineering (Engineer)

PROPERTY OWNER: Bohica Idaho, LLC

REQUEST: Design Review and Preliminary Plat application for the conversion of an existing 6,245 square foot restaurant space and the addition of 3,409 square feet for a 9,764 square foot three story mixed-use building

LOCATION: 131 N Washington Avenue - Ketchum Townsite: Block 39: Lot 3

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

EXECUTIVE SUMMARY

The Applicant is proposing a 9,764 square foot three-story mixed-use development known as Bohica Multi-Use (the “project”), located at 131 N Washington Avenue (the “subject property”). The subject property contains a vacant 6,245 square foot two story building originally approved as a restaurant with second floor outdoor patio/dining space initially constructed in 2008. Prior to vacancy of the structure, the building was the location of the Rustic Moose, Bora Restaurant, Globus, and Boho Lounge. The space has been vacant for at least a year but used for special events intermittently. Sheet A-001 of Attachment C shows the existing building elevations and floor plans.

The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) which allows for various commercial uses and multi-family residential. As proposed, the project includes significantly reduced commercial space of approximately 1,400 square feet, a ground floor patio fronting Washington Ave, and three residential dwelling units:

- One 739 square foot community housing dwelling unit on the ground floor off the alley
- One 1,823 square foot dwelling unit on the second floor
- One 3,505 square foot dwelling unit with square footage on the second and third floors

To achieve this development program, the applicant proposes to:

- Ground Level – Convert the ground floor restaurant to retail space, parking, one community housing unit with patio, storage for all residential units, and common/mechanical areas. Retain the ground level façade of the building and ground floor patio fronting Washington Ave.
- Second Level – Convert the restaurant space to residential and expand the existing square footage to accommodate one full dwelling unit, a portion of a second dwelling unit and outdoor private patios for each. Retain a portion of the front outdoor patio for residential use and retain the southernmost portion of the façade. Removal of a semi-circle architectural element that encroaches into the public right-of-way.
- Third Level – Addition of a third floor to accommodate the second level of a dwelling unit and outdoor private patios.

Figures 1 and 2 below show the front elevation of the existing building and proposed building respectively for comparison. Attachment C show the floorplans for the proposed project.



Figure 2: Existing Building



Figure 1: Proposed Building (rendering)

Per the project plans, the commercial space is intended to be retail because it does not generate a parking demand per Chapter 17.125 of the Ketchum Municipal Code (KMC). The project proposes one surface parking space and two garage spaces accessed from the alley which meet the parking requirements for the residential uses proposed. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one for-sale deed restricted unit on-site with no additional cash-in-lieu fee required. The proposed FAR for the project is 1.8, which is less than the maximum 2.25 FAR for density bonuses in the Community Core. See Attachment F for the FAR calculations for the project.

The project proposes to construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit. The project proposes to snowmelt the sidewalks adjacent to the project and all ground level patios adjacent to the alley and Washington Ave. An encroachment permit approved by the City Council will be required for the snow melt system.

Design Review Approval

The existing building received Design Review approval in 2008 (File No 08-001). As the proposed project is not the full demolition and reconstruction of a new building, staff reviews the partial demolition and expansion of the building against the original design review approval to ensure all conditions and restrictions are met with the new project. See below for information regarding the original design review approval.

Emergency Ordinance and Policy Statement

Prior to the submittal of the applications, staff met with the applicant to review the proposed project and provide feedback. Initial comments to the applicant indicated that the proposed project did not meet the goals

and objectives of the comprehensive plan related to diversity of housing and vibrancy in the downtown the community is trying to achieve. Specifically, staff expressed concerns related to the significant reduction in commercial space, the low number of total dwelling units, and the large size of the proposed dwelling units. The applicant elected to move forward with the proposed project with minimal changes. Through the processing of the applications, staff kept the applicant abreast of the activities of the Commission related to the pending emergency ordinance and policy statement for successful projects and provided opportunities for the applicant to revise the project. Under the proposed ordinance, the project would be required to provide five dwelling units instead of the three proposed. Keeping the existing residential square footage would mean an average unit size of 1,213 square feet. Larger unit sizes could be accommodated by increasing the proposed floor area as the proposed project is under the maximum FAR for density bonus projects.

The interim ordinance and policy statement recommended to City Council at the March 29, 2022, meeting of the Commission has not been approved as of the date of this report. Staff believe this project is a good example of what the city is hoping to limit with the proposed ordinance and policy statement and shows that the proposed ordinance is feasible for interior lots within the Community Core. Development projects of this program are not only contrary to the goals and objectives of the comprehensive plan, but they erode the vibrancy of the downtown by reducing active commercial uses and limiting high density residential development potential.

BACKGROUND

The City of Ketchum received an application for Pre-Application Design Review on January 3, 2022. During evaluation of the pre-application for completeness, the city passed Ordinance 1231 amending the types of projects that require pre-application design review. The proposed project did not fall under the amended project list and therefore staff gave the applicant the option to move forward with pre-application or resubmit for Final Design Review. The applicant resubmitted a Final Design Review and condominium preliminary plat application on February 14, 2022. The Design Review and Preliminary Plat applications have been reviewed concurrently and were deemed complete on March 30, 2022.

CONFORMANCE WITH DESIGN REVIEW APPROVAL 08-001

Development of the subject property began in 2007 with a pre-application design review request (P07-019) for a two-story restaurant with a significant glass solarium on the front building façade, surface parking in the rear, and minimal outdoor space. Comments from the Planning and Zoning Commission at the pre-application meeting resulted in a redesign of the building in 2008 when the final design review application was submitted for what exists today (P08-001). Prior to construction of the existing building, the property was vacant.

Design Review criteria in 2008 varies from today. The Design Review criteria was much more detailed by architectural element or component of the project, and included individual criteria for building facade, roofs, awnings, mechanical equipment and service areas, public open space, lighting, bicycle parking and streetscape. See Attachment A for the findings of fact for the existing building. As outlined above, the proposed project retains the full ground floor façade and public plaza. and much of the second-floor façade. As such, the project is retaining much of the character defining architectural elements reviewed and approved in the initial design review approval.

The design review application was approved with 14 conditions of approval as outlined in Attachment A. All conditions were related to items required prior to building permit application for the approved project or other elements of public improvements that have since been completed. No conditions of approval relate to elements of the project that would influence redevelopment or expansion of the building in the future.

CONFORMANCE WITH COMPREHENSIVE PLAN

The City of Ketchum's 2014 Comprehensive Plan is the guiding document to assist the city in decision making when addressing population growth and the systems that support that growth, such as housing, transportation, and the economy. The comprehensive plan contains the community's vision for Ketchum and sets goals and policies to guide future development. This vision is shaped by 10 core values identified by Ketchum residents as important to consider for all future land use decision. The community's core values include enhancing downtown vibrancy and protecting Ketchum's character.

- **VIBRANT DOWNTOWN** - Our downtown core is critical to the economic health and well-being of Ketchum. It functions as both an economic engine and the symbolic "heart and soul" of the City. We will preserve this vibrant commercial area as a place where local businesses can thrive and where people can congregate. Downtown must be a place that people can reach easily by foot, bike, and transit. We will continue to reinforce the downtown as the City's primary business district, retail core, and key gathering place for residents and visitors for shopping, dining, and entertainment. Enhancements and efforts to support events, the arts, and Ketchum's history and culture will make downtown an even greater community asset.
- **A VARIETY OF HOUSING OPTIONS** - Ketchum values a community where people who wish to work and live here can do so. With housing and land prices expected to grow and wages expected to remain relatively constant, the community must explore ways to ensure that citizens have a reasonable choice of housing. Ketchum strives to use creative solutions to housing diversity by looking to partnerships, evaluating zoning, density, and infill policies; removing barriers, and creating incentives to achieve our goals. In order to maintain a strong economy with a base of jobs and a diverse demographic of residents, it is important for the community to provide a varied supply of housing choices—both year-round work force housing and second homes for seasonal residents.

Housing and the economy are inextricably linked. The comprehensive plan states that one of the primary issues to achieving a strong and diverse economy is housing. "There are not enough affordable or varied housing options for existing employees and potential new workers" as noted on page 15. The comprehensive plan includes numerous goals and objectives related to achieving a vibrant downtown and housing options for the community including:

- **Goal E-1:** Ketchum will work to retain and help expand existing independent small local businesses and corporations.
- **Goal H-1:** Ketchum will increase its supply of homes, including rental and special-needs housing for low-, moderate- and median-income households.
- **Policy H-1.4 Integrated Housing in Business and Mixed-Use Areas:** Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.
- **Policy H-3.1 Mixture of Housing Types in New Development:** The City will promote the siting of higher density housing near public transportation, the ski base areas, shopping, and designated neighborhoods and districts.

The proposed project does not move the goals and objectives of the comprehensive plan forward. Specifically, the elimination of a large restaurant space for smaller retail space exchanges a vibrant and active evening use for less active day-time use. Locating and constructing restaurant space is known to be very difficult as land prices are high and restaurant equipment is extremely expensive. Losing an existing restaurant space eliminates the opportunity for another restaurant to locate there.

Although the project proposes to include one on-site community housing unit, the remaining use of the space is not well utilized to maximize commercial or residential potential of the site. The ground floor of the project dedicates significant available square footage to circulation and common areas, garage, and storage space for

the upper floor residential units rather than providing smaller units that require less parking and increased commercial space on the ground floor.

CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for all new multi-family dwellings. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC §17.96.050.A).

Conformance with Zoning Regulations

During department review, city staff reviewed the project for conformance with all applicable zoning code requirements including uses, dimensional limitations, signage, parking, development standards, and dark skies. The project is in conformance with all applicable zoning code requirements and standards. Please see Attachment F for a full review of dimensional standards.

Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff also review the project for conformance with KMC §17.96.070 – *Community Core (CC) Projects*. Finally, staff reviewed the project for conformance with all corresponding city code requirements related to right-of-way improvements including but not limited to sidewalks, street lighting, alleys, and on-street parking. Staff believes that either a requirement is not applicable due to the scope of the project, or requirements are met. Please see Attachment G for a review of all design review improvements and standards.

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 H for the review of all requirements and standards. Where "N/A" is checked, the standard is not applicable for one of two reasons:

- The standard applies to the creation of new subdivisions, not the subject property, which is an existing platted lot within the Ketchum Townsite.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

STAFF RECOMMENDATION

Staff does not believe the project meets the goals and objectives of the comprehensive plan. The proposed project does conform with the design review improvements and standards and the requirements for a condominium preliminary plat. As such, staff recommends the Commission consider the project materials and staff analysis and provide direction to staff and the applicant on the applications.

Should the commission choose to support the application as proposed, staff recommends the following conditions of approval for each application as follows:

Design Review (P22-001)

1. This design review approval is based upon the project plan set dated March 15, 2022, as prepared by the project team outlined on the Cover Sheet (CS). Any change in use, square footage of uses, or

exterior facades must be reviewed and approved through the design review process and criteria as stipulated in the Ketchum Municipal Code at the time of design review application.

2. In exchange for an increase in FAR, a voluntary community housing contribution of 679 square feet is required. A Floor Area Ratio Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed prior to approval of the condominium preliminary plat for the project.
3. A photometric study to determine whether a streetlight is required must be completed and submitted with the building permit application for the project to be reviewed and approved by the City Engineer.
4. Prior to issuance of a building permit for the project, an Encroachment Agreement shall be approved by the City Council addressing the snowmelt within the public right-of-way.
5. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
6. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
7. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Condominium Preliminary Plat (P22-012)

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval P22-001. Changes to the design review approval may require changes to the preliminary or final plats filed for the project.
2. 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.

ATTACHMENTS:

- A. Design Review Approval 08-012 Findings of Fact
- B. Application Materials – Design Review application and supplemental materials
- C. Application Materials - Design Review Plan Set
- D. Application Materials – Preliminary Plat application and supplemental materials
- E. Application Materials – Preliminary Plat Plan Set
- F. Zoning and Dimensional Standards Evaluation
- G. Design Review Standards Evaluation
- H. Preliminary Plat Requirements Evaluation

ATTACHMENT E:
FAR Exceedance Agreement
#22767

**FAR EXCEEDANCE
AGREEMENT #22767**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 5 th Street W, Ketchum, Idaho 83340
Bohica Idaho LLC	"Developer"	Mailing: PO Box 1129, Ketchum, ID 83340 Physical Address: 131 N Washington Avenue (Ketchum Townsite: Block 39: Lot 3)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho ("City"), and Bohica Idaho LLC, a limited liability corporation, owner of the subject property and developer of the project ("Developer").

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

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

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR

standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF _____, 2022.

Developer

City of Ketchum, Idaho

Kirsten Ritzau – Managing Member
Bohica Idaho, LLC

Neil Bradshaw, Mayor

Attest:

Tara Fenwick, City Clerk

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: Bohica Multi-Use

APPLICATION FILE NUMBERS: Design Review P22-001

OWNER: Bohica Idaho, LLC

REPRESENTATIVE: Brunelle Architects

REQUEST: Conversion of an existing 6,245 square foot restaurant space and the addition of 3,738 square feet for a 9,983 square foot three story mixed-use building

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

ZONING: Mixed-Use Subdistrict of the Community Core (CC-2)

BACKGROUND:

1. The applicant is proposing to convert an existing 6,245 square foot restaurant space and add 3,738 square feet for a 9,983 square foot three story mixed-use building consisting of 1400 square feet of commercial space, three residential dwelling units, common areas, and outdoor patios.
2. The site is located at 131 N Washington Avenue (Ketchum Townsite: Block 39: Lot 3) within the Mixed-Use Subdistrict of the Community Core (CC-2). Multi-family dwelling units and commercial spaces are permitted uses in the CC-2 Zone.
3. The subject property has an area of 5,505 sq ft.
4. The proposed floor area of the project will have a total area of 9,983 gross square feet.
5. Pursuant to the definition of gross floor area (KMC §17.08.020), up to four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation. As the project has three garage spaces, the project receives a reduction of 486 sq ft.
6. With the parking stall discount, the multi-family residential building has a proposed Floor Area Ratio (FAR) of 1.7 (9,497 gross sq ft/5,505 sq ft lot area).
7. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
8. The Planning and Zoning Commission approved the Design Review application (P22-001) for the Bohica Multi-Use building on April 12, 2022. Building Permit plans must conform to the

approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

EXCEEDANCE ANALYSIS

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

Permitted in Community Core Subdistrict 2 (CC-2)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 1.8

Proposed Gross Floor Area: 9,983 gross square feet

Gross Floor Area with Parking Discount: 9,497 sq ft (reduction of 486 square feet for three stalls that are 9 x 18 feet)

Ketchum Townsite Lot Area: 5,505 sq ft

FAR Proposed: 1.7 (9,497 gross sq ft/5,505 sq ft lot area)

Increase Above Permitted FAR: 3,992 sq ft

20% of Increase: 798 sq ft

Net Livable (15% Reduction): 679 sq ft community housing required.

The applicant proposes to dedicate Unit 102, a 739 square foot ground floor residential unit. The proposed unit is a for-sale unit.

Total Proposed Community Housing Net Livable Sq Ft Contribution: 739 sq ft

Remainder Community Housing In-Lieu Fee: \$0

131 N WASHINGTON COMMUNITY HOUSING CONTRIBUTION

The applicant shall provide the following:

1. Provide one 739 sq ft for-sale community housing unit (Unit 102) on the ground floor of the proposed multi-family residential building.
2. Purchase price for said for-sale unit shall be set according to Blaine County Housing Authority Income Category 4 and shall be listed through the Blaine County Housing Authority concurrent with the issuance of Certificate of Occupancy for the building.
3. Deed covenant for Unit 102 shall be recorded prior to Certificate of Occupancy for the building and notated on the Final Condominium Plat.



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22768 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 22768 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22768 with Cox Communications."

The reasons for the recommendation are as follows:

- The encroachment on Saddle Road is necessary to provide communication services to 120 Red Fox Lane.
- The encroachment will have no impact on pedestrian or public access.

Introduction and History

Cox Communications would like to bore 630' of 2" conduit and new cable within the City's right-of-way along Saddle Road.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair of the encroachment or relocation.

Analysis

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed new encroachments were determined not to impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 22768

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22768

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164.

RECITALS

WHEREAS, Owner wishes to permit placement of a new telecommunications conduit within the right-of-way on Saddle Road. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

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

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

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

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed

under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

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

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

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

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

OWNER:

CITY OF KETCHUM:

By: _____

By: _____
Neil Bradshaw
Its: Mayor

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

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

[illegible]

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT “A”

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

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. A SITE SURVEY OF EXISTING UTILITIES WAS NOT CONDUCTED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
3. CONTRACTOR SHALL COORDINATE DRY UTILITY FACILITIES IMPACTS AND JOINT TRENCH CONSTRUCTION (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-4958. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.
11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
13. ALL CONCRETE WORK SHALL CONFORM TO ISPCW SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
14. ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
15. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
16. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. REPAIR AND REPLACE IN KIND ALL EXISTING FEATURE OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
17. CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS AND RIGHT-OF-WAY.
18. CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM STANDARDS.



VICINITY MAP
SCALE: 1"=500'

GENERAL NOTES

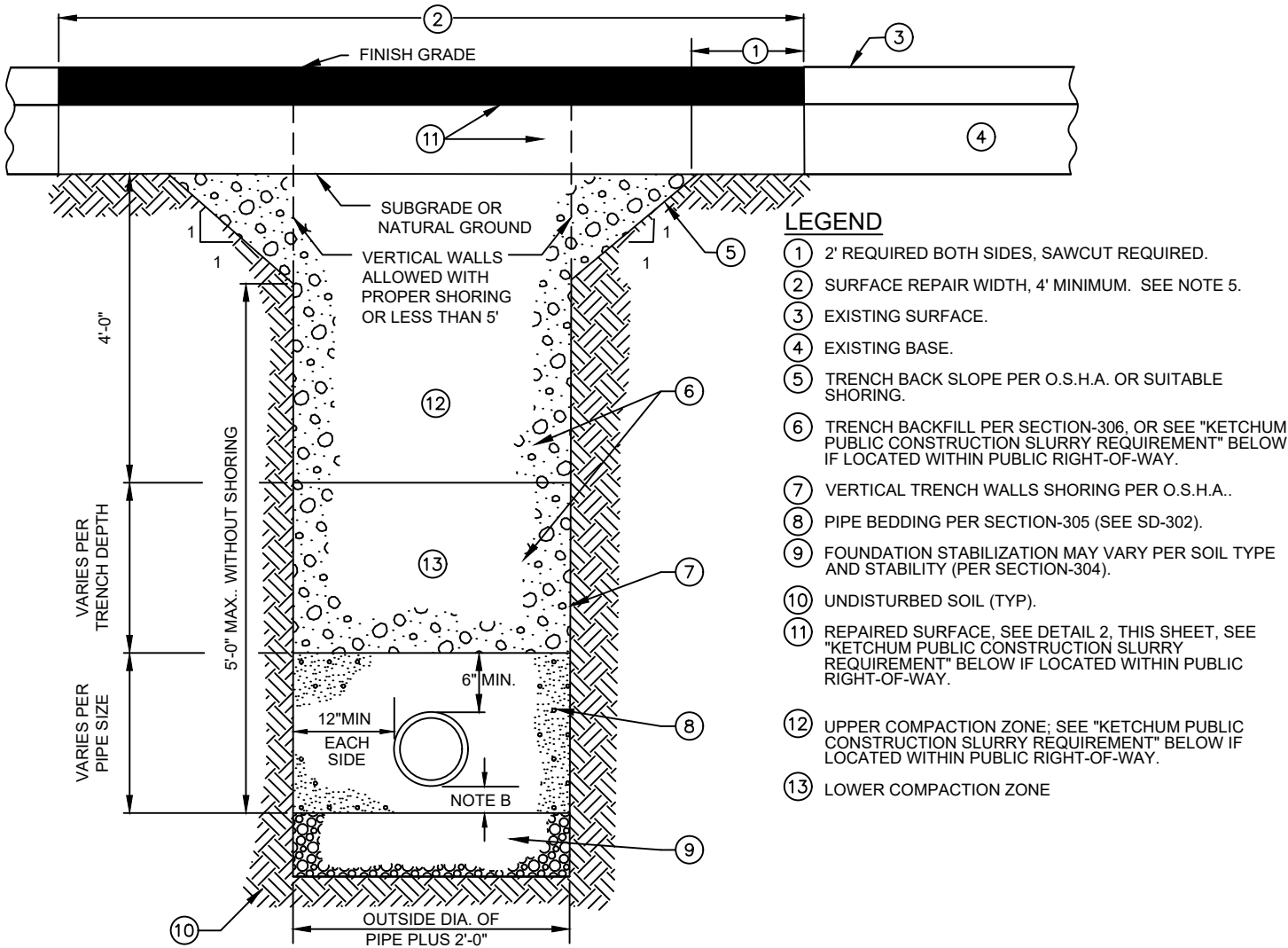
1. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH THE PROPOSED EXTENTS OF THE NEW COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED OCTOBER 13, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
2. RIGHT-OF-WAY INFORMATION SHOWN HEREON IS APPROXIMATE PER BLAINE COUNTY GIS.
3. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
4. GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO THIS MAP.
5. TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40 DEGREES AND RISING.
6. IF THERE IS A MATERIAL CHANGE FROM APPROVED DRAWINGS, PROVIDE AS-BUILT DRAWINGS TO CITY WHEN COMPLETED FOR CITY RECORDS.
7. CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING:
 - PUBLIC NOTICING
 - DUST, MUD, SAND, AND GRAVEL CONTROL ON ALL STREETS
 - TEMPORARY RESTROOMS
 - THE SITE SHALL BE KEPT IN A CLEAN AND ORDERLY CONDITION.
 - TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS, AND MATERIALS SHALL BE STORED IN NEAT TIDY PILES.
8. STAGING LOCATION MUST BE COORDINATED WITH THE CITY OF KETCHUM.
9. CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS, NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.

CITY OF KETCHUM- WATER DEPARTMENT NOTE

NO LESS THAN 6 FT OF SEPARATION FROM ALL UTILITY INFRASTRUCTURE, BOTH WATER AND SEWER, IS REQUIRED. 6 FT IS THE DISTANCE REQUIRED FOR BANK LAYBACK NEAR ANY LINES. CONTRACTOR SHALL CONFIRM SEPARATIONS.

CITY OF KETCHUM- STREET DEPARTMENT NOTES

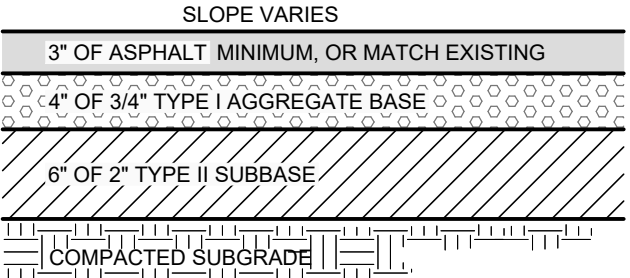
1. MAY 1ST STARTING DATE IS WEATHER DEPENDENT.
2. DIG PERMIT IS REQUIRED WHICH WILL REQUIRE DETAILED TRAFFIC CONTROL PLAN.
3. SIZE OF PROJECT REQUIRES INCREASED BOND AMOUNT (TO BE DETERMINED). PLEASE PROVIDE A COST ESTIMATE OF STREET REPAIRS REQUIRED FOR PROJECT.
4. PUBLIC NOTICE ANNOUNCEMENT IN MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE IMPACTED ARE REQUIRED AT LEAST THREE DAYS IN ADVANCE.
5. CONTRACTOR NEEDS TO BE ON JOB DAILY UNTIL COMPLETE (WEEKENDS AND HOLIDAYS EXCLUDED).
6. FLAGGERS WILL BE REQUIRED AT RESIDENTIAL AND BUSINESS ENTRANCES AS NEEDED. THIS WILL NEED TO BE ADDRESSED ON DETAILED TRAFFIC CONTROL PLAN.
7. KEEP ONE LANE OPEN ALWAYS UNLESS FULL CLOSURE IS NECESSARY (ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED).
8. KEEP TRENCHING CUTS STRAIGHT AND NEAT.
9. ALL ASPHALT CUTS TO BE SAWCUT AND TWO FEET BACK FROM THE DEEPEST UNDERMINE.
10. CONTRACTOR WILL NOT TRENCH MORE THAN CAN BE SLURRIED AND BACKFILLED PER DAY.
11. NO HOLES OPEN OVERNIGHT MORE THAN ONE FOOT DEEP (UNLESS PLATED OR BARRICADED PER THE MUTCD).
12. CONTRACTOR IS REQUIRED TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY (SWEEP).
13. STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACK FILL, SLURRY, AND ASPHALT.
14. KEEP ASPHALT CUT JOINTS OUT OF WHEEL LANES IF POSSIBLE.



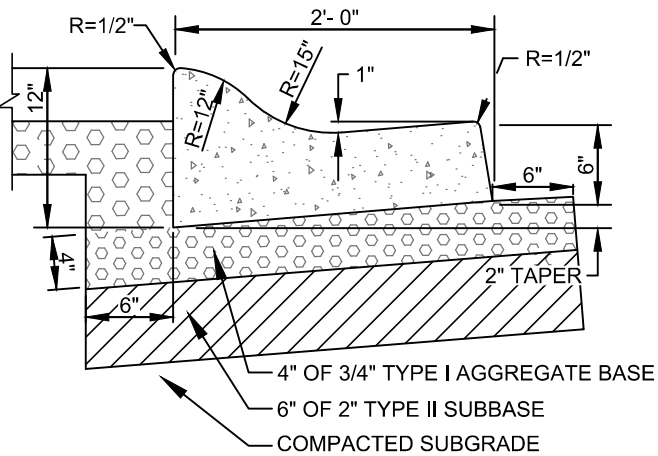
KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT
IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:
COARSE AGGREGATE (3/4" MINUS) : 2,800 LBS
SAND : 800 LBS
PORTLAND CEMENT : 94 LBS
WATER : 11 GAL (MAX.)
WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.
NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

- NOTES:
1. TRENCH EXCAVATION PER SECTION-301.
 2. PIPE BEDDING PER SECTION-305.
 3. BACKFILL AND COMPACTION PER SECTION-306.
 4. SURFACE REPAIR AND BASE PER DETAIL 3.
 5. ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPCW SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
 6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

1
C1.0
TYPICAL TRENCH
CITY OF KETCHUM STANDARD DRAWING NO. 12
N.T.S.



2
C1.0
TYPICAL STREET ASPHALT SECTION
CITY OF KETCHUM STANDARD DRAWING NO. 3
N.T.S.



3
C1.0
6" CONCRETE ROLLED CURB & GUTTER
3" ROLLED CURB NOT PERMITTED

- NOTES:
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 2. CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
 2. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

COVER SHEET
COX COMMUNICATIONS: SADDLE ROAD
LOCATED WITHIN SECTION 13, T 4 N., R 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

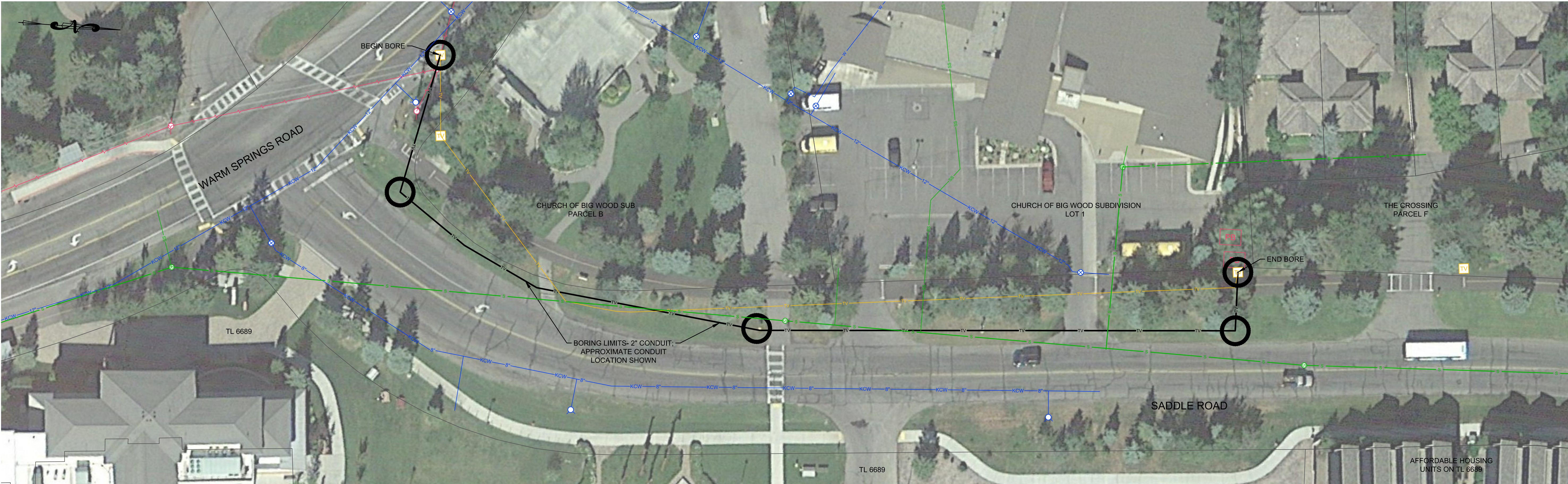
PRELIMINARY
NOT FOR
CONSTRUCTION

DESIGNED BY
FRM
DRAWN BY
SKS
CHECKED BY

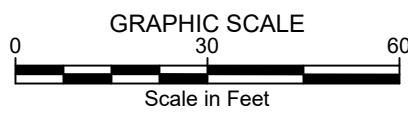
GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR AGENCY REVIEW (12/13/21)		REVISIONS	
NO.	DATE	BY	

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



PLAN VIEW: SADDLE ROAD



NOTES

1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
3. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
4. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW JOINT TRENCH COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED OCTOBER 13, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS. SEE DETAILS 1-3, SHEET C1.0 FOR REPAIR DETAILS AS NECESSARY.
5. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS. COMMUNICATIONS UTILITY LOCATIONS ARE APPROXIMATE BASED UPON A MAP BY COX COMMUNICATIONS RECEIVED OCTOBER 13, 2021.
6. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED AND COORDINATE WITH OWNER PRIOR TO CONSTRUCTION COMMENCEMENT. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.

LEGEND

- PROPERTY LINE PER BLAINE COUNTY GIS
- - - - - EXISTING BURIED POWER LINE
- [PB] [PB] EXISTING POWER BOX
- EXISTING POWER POLE
- KCW EXISTING WATER MAIN
- W EXISTING WATER SERVICE
- ⊕ EXISTING FIRE HYDRANT
- ⊗ EXISTING WATER VALVE
- S EXISTING SEWER MAIN
- SS EXISTING SEWER SERVICE
- ⊙ EXISTING SEWER MANHOLE
- TV PROPOSED COMMUNICATIONS LINE, BORE
- TV EXISTING COMMUNICATIONS LINE
- [TV] EXISTING COMMUNICATIONS STRUCTURE
- POTENTIAL DISTURBED AREA;
MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS

PURPOSE: ISSUE FOR AGENCY REVIEW (12/13/21)

NO. DATE BY REVISIONS

C2.0

DESIGNED BY
FRM
DRAWN BY
SKS
CHECKED BY

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

**PRELIMINARY
NOT FOR
CONSTRUCTION**

PLAN SHEET
COX COMMUNICATIONS: SADDLE ROAD
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

PROJECT INFORMATION
P:\askiproy\7662-17 SaddleRoad\Construction\7662-17 COX PLANS-SaddleRd_YMCA.dwg 2/26/21 12:23:52 PM



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22769 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 22769 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22769 with Cox Communications."

The reasons for the recommendation are as follows:

- The encroachment will have no impact on pedestrian or public access.
- The encroachment is necessary to provide service to 110 Lewis Street.

Introduction and History

Cox Communications would like to install approximately 73 ft of coaxial cable and two 2" conduit within the City's right-of-way along Warm Springs Road and approximately 80 ft of coaxial cable and two 2" conduit within the City's right-of-way along Lewis Street beginning at an existing pedestal located in the right-of-way along Warm Springs Road and terminating at an existing power pole on Lewis Street. All trenching will be done within the gravel shoulder.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair of the encroachment or relocation.

Analysis

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed new encroachments were determined not to impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 22769

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22769

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164.

RECITALS

WHEREAS, Owner wishes to permit placement of an existing pedestal and new underground telecommunications improvements in the city right-of-way along Warm Springs Road and Lewis Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit "A" within the public right-of-way along Warm Springs Road and Lewis Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from

any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

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

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

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

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

OWNER:

CITY OF KETCHUM:

By: _____

By: _____
Neil Bradshaw
Its: Mayor

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

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

[illegible]

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT “A”

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

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. A SITE SURVEY OF EXISTING UTILITIES WAS NOT CONDUCTED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
3. CONTRACTOR SHALL COORDINATE DRY UTILITY FACILITIES IMPACTS AND JOINT TRENCH CONSTRUCTION (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-4958. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.
11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
13. ALL CONCRETE WORK SHALL CONFORM TO ISPCW SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
14. ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
15. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
16. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. REPAIR AND REPLACE IN KIND ALL EXISTING FEATURE OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
17. CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS AND RIGHT-OF-WAY.
18. CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM STANDARDS.



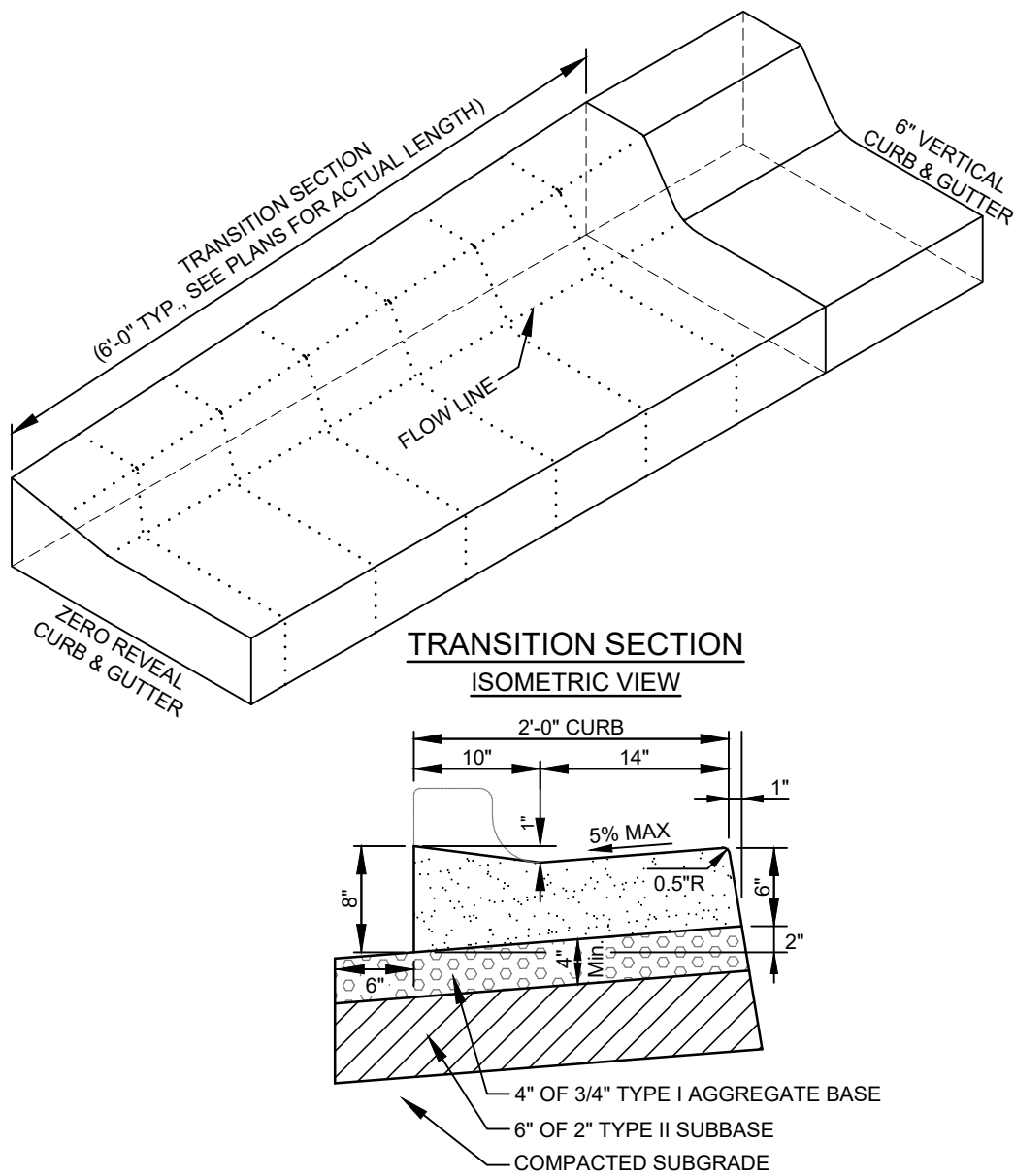
KETCHUM

VICINITY MAP

SCALE: 1"=500'

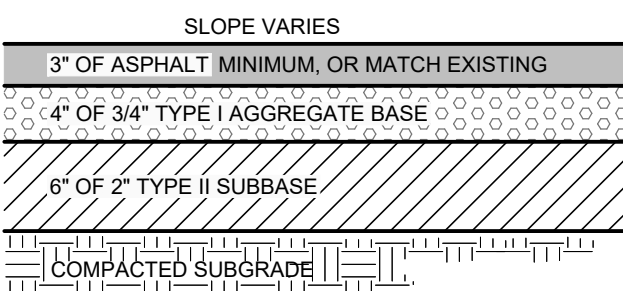
GENERAL NOTES

1. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH THE PROPOSED EXTENTS OF THE NEW COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/TIED LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED OCTOBER 11, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
2. RIGHT-OF-WAY INFORMATION SHOWN HEREON IS APPROXIMATE PER BLAINE COUNTY GIS.
3. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
4. GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO THIS MAP.
5. TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40 DEGREES AND RISING.
6. IF THERE IS A MATERIAL CHANGE FROM APPROVED DRAWINGS, PROVIDE AS-BUILT DRAWINGS TO CITY WHEN COMPLETED FOR CITY RECORDS.
7. CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING:
 - PUBLIC NOTICING
 - DUST, MUD, SAND, AND GRAVEL CONTROL ON ALL STREETS
 - TEMPORARY RESTROOMS
 - THE SITE SHALL BE KEPT IN A CLEAN AND ORDERLY CONDITION.
 - TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS, AND MATERIALS SHALL BE STORED IN NEAT TIDY PILES.
8. STAGING LOCATION MUST BE COORDINATED WITH THE CITY OF KETCHUM.
9. CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS, NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.
10. ALL EXCAVATION IS TO BE DONE WITHIN THE GRAVEL SHOULDER.

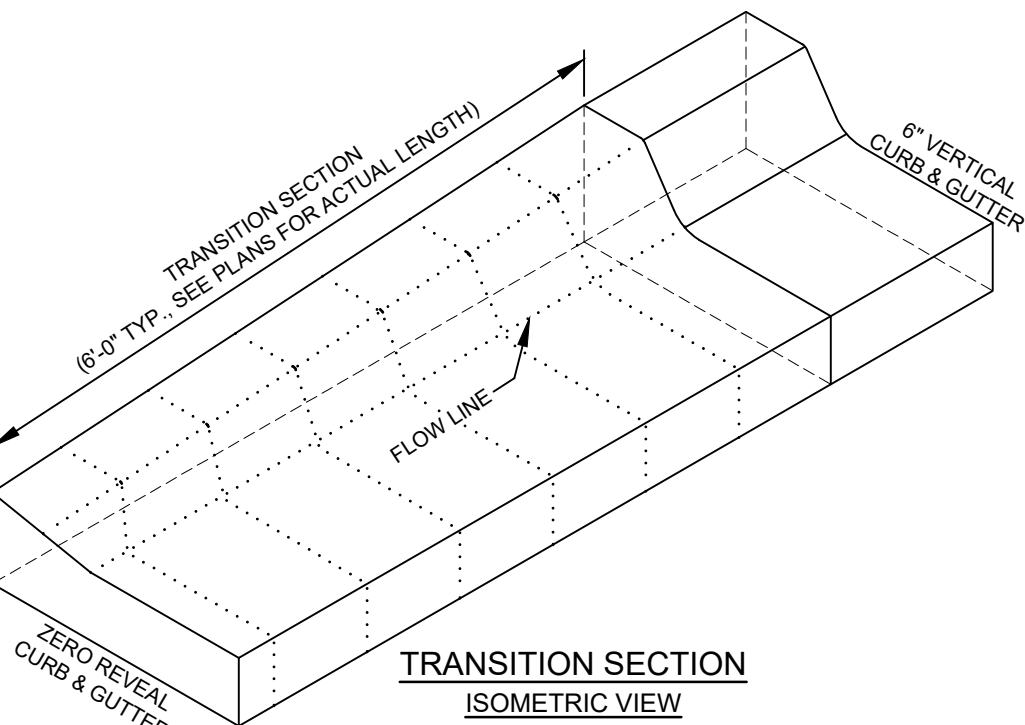


2
C1.0
ZERO REVEAL CURB & GUTTER
TYPICAL CURB TRANSITION DETAIL
N.T.S.

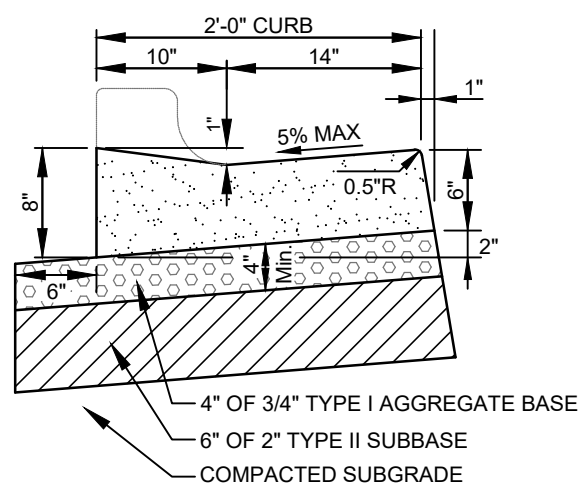
- NOTES:
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
 2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
 3. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.



4
C1.0
TYPICAL STREET ASPHALT SECTION
CITY OF KETCHUM STANDARD DRAWING NO. 3
N.T.S.



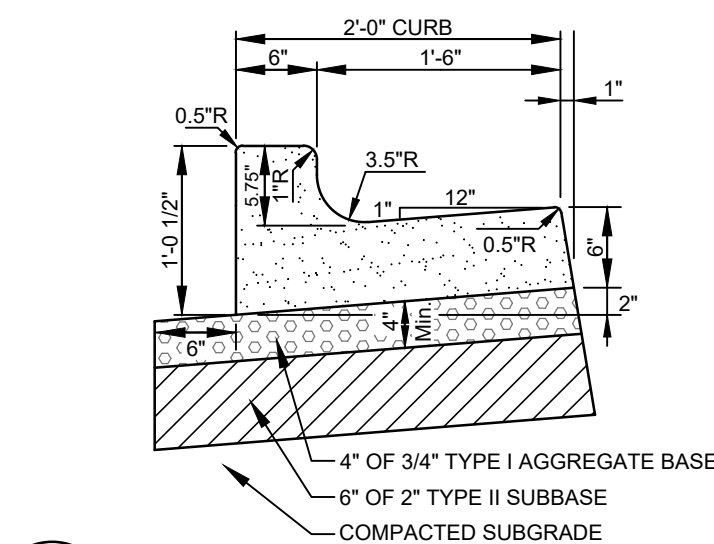
TRANSITION SECTION
ISOMETRIC VIEW



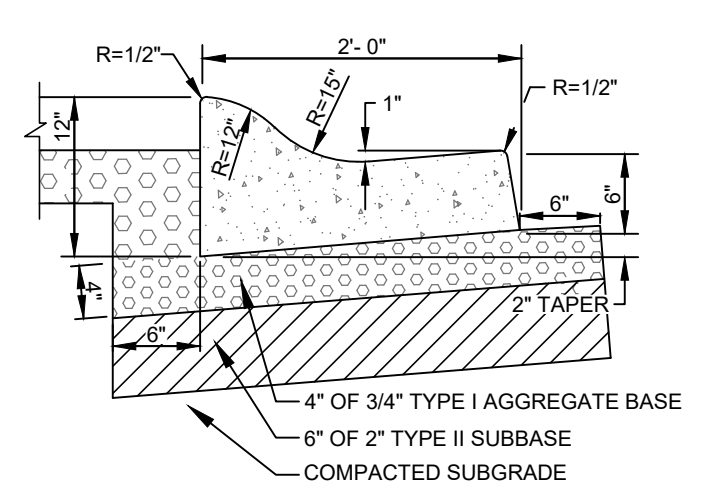
ZERO REVEAL CURB & GUTTER

2
C1.0
TYPICAL CURB TRANSITION DETAIL
N.T.S.

3
C1.0
6" CONCRETE VERTICAL
CURB & GUTTER



3
C1.0
6" CONCRETE VERTICAL
CURB & GUTTER



5
C1.0
6" CONCRETE ROLLED CURB & GUTTER
3" ROLLED CURB NOT PERMITTED

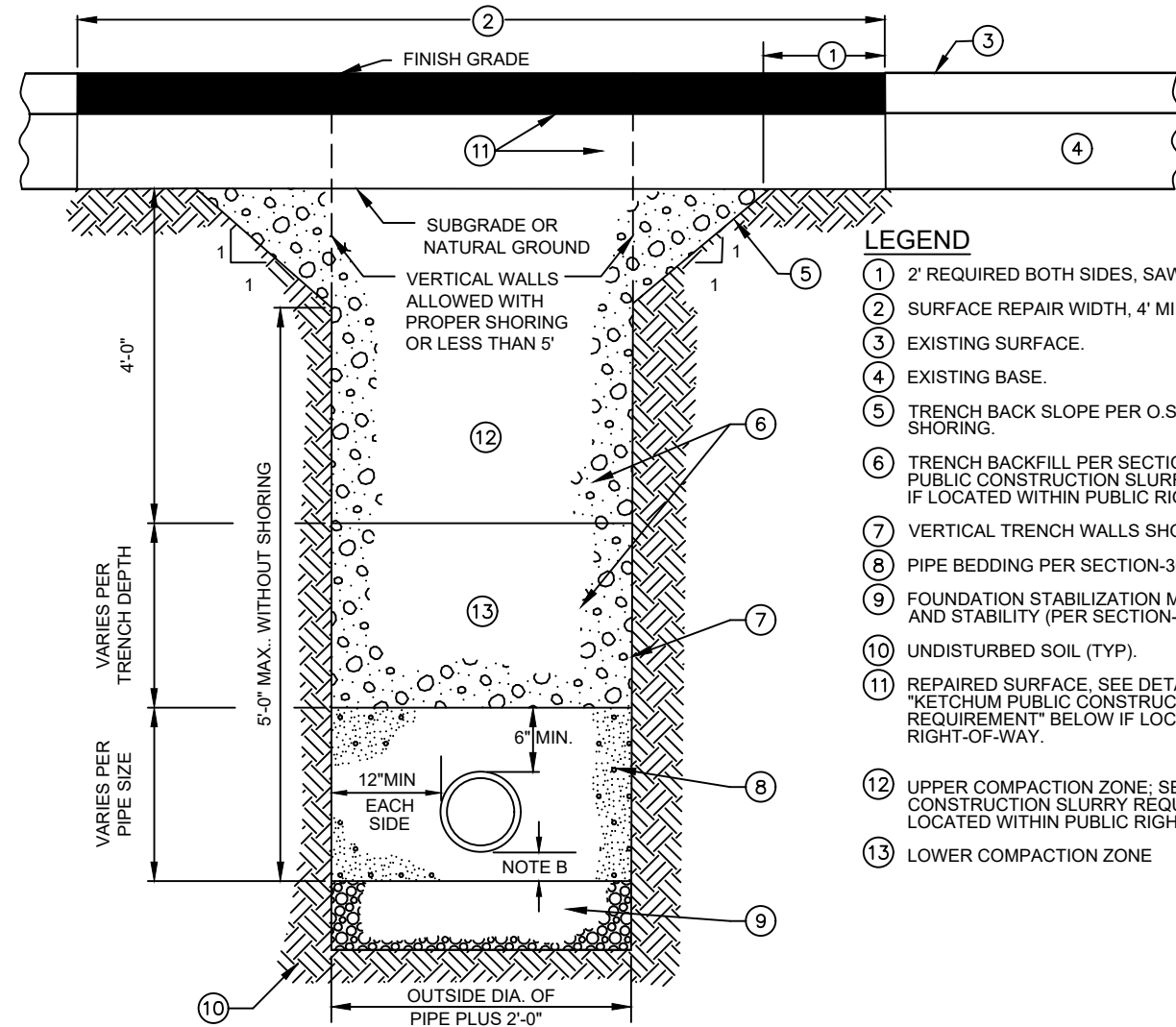
- NOTES:
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
 2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
 3. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

CITY OF KETCHUM- WATER DEPARTMENT NOTE

NO LESS THAN 6 FT OF SEPARATION FROM ALL UTILITY INFRASTRUCTURE, BOTH WATER AND SEWER, IS REQUIRED. 6 FT IS THE DISTANCE REQUIRED FOR BANK LAYBACK NEAR ANY LINES. CONTRACTOR SHALL CONFIRM SEPARATIONS.

CITY OF KETCHUM- STREET DEPARTMENT NOTES

1. MAY 1ST STARTING DATE IS WEATHER DEPENDENT.
2. DIG PERMIT IS REQUIRED WHICH WILL REQUIRE DETAILED TRAFFIC CONTROL PLAN.
3. SIZE OF PROJECT REQUIRES INCREASED BOND AMOUNT (TO BE DETERMINED). PLEASE PROVIDE A COST ESTIMATE OF STREET REPAIRS REQUIRED FOR PROJECT.
4. PUBLIC NOTICE ANNOUNCEMENT IN MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE IMPACTED ARE REQUIRED AT LEAST THREE DAYS IN ADVANCE.
5. CONTRACTOR NEEDS TO BE ON JOB DAILY UNTIL COMPLETE (WEEKENDS AND HOLIDAYS EXCLUDED).
6. FLAGGERS WILL BE REQUIRED AT RESIDENTIAL AND BUSINESS ENTRANCES AS NEEDED. THIS WILL NEED TO BE ADDRESSED ON DETAILED TRAFFIC CONTROL PLAN.
7. KEEP ONE LANE OPEN ALWAYS UNLESS FULL CLOSURE IS NECESSARY (ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED).
8. KEEP TRENCHING CUTS STRAIGHT AND NEAT.
9. ALL ASPHALT CUTS TO BE SAWCUT AND TWO FEET BACK FROM THE DEEPEST UNDERMINE.
10. CONTRACTOR WILL NOT TRENCH MORE THAN CAN BE SLURRIED AND BACKFILLED PER DAY.
11. NO HOLES OPEN OVERNIGHT MORE THAN ONE FOOT DEEP (UNLESS PLATED OR BARRICADED PER THE MUTCD).
12. CONTRACTOR IS REQUIRED TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY (SWEEP).
13. STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACK FILL, SLURRY, AND ASPHALT.
14. KEEP ASPHALT CUT JOINTS OUT OF WHEEL LANES IF POSSIBLE.



- LEGEND
- 1 2' REQUIRED BOTH SIDES, SAWCUT REQUIRED.
 - 2 SURFACE REPAIR WIDTH, 4' MINIMUM. SEE NOTE 5.
 - 3 EXISTING SURFACE.
 - 4 EXISTING BASE.
 - 5 TRENCH BACK SLOPE PER 0.5 H.A. OR SUITABLE SHORING.
 - 6 TRENCH BACKFILL PER SECTION-306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - 7 VERTICAL TRENCH WALLS SHORING PER 0.5 H.A.
 - 8 PIPE BEDDING PER SECTION-305 (SEE SD-302).
 - 9 FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
 - 10 UNDISTURBED SOIL (TYP).
 - 11 REPAIRED SURFACE. SEE DETAIL 2. THIS SHEET. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - 12 UPPER COMPACTION ZONE. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - 13 LOWER COMPACTION ZONE.

KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

COARSE AGGREGATE (½" MINUS)	2,800 LBS
SAND	800 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL (MAX.)

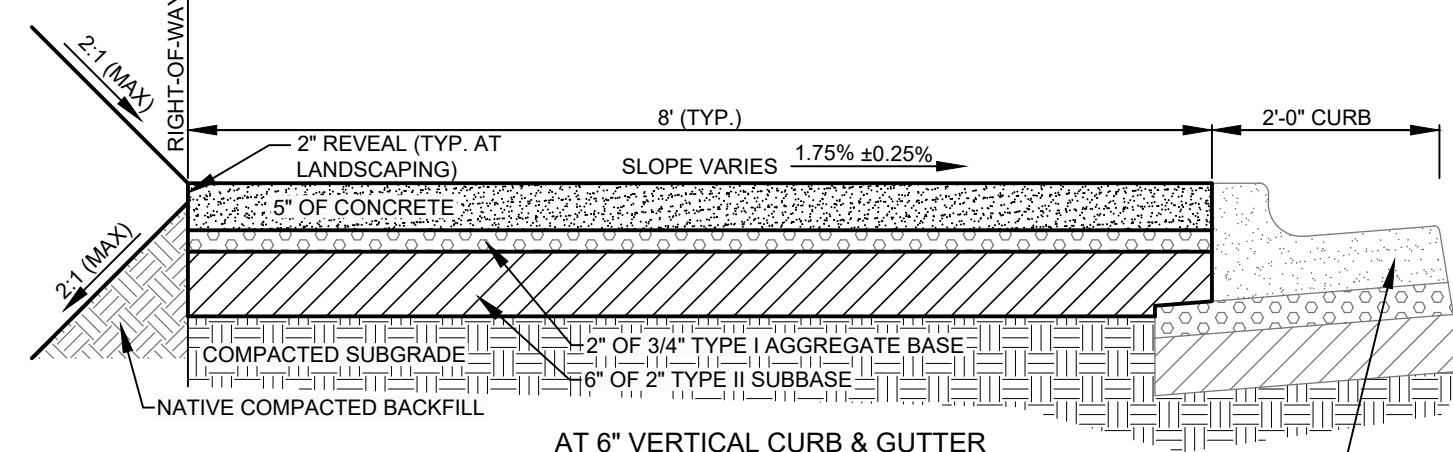
WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

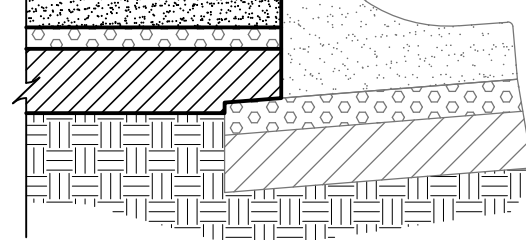
NOTES:

1. TRENCH EXCAVATION PER SECTION-301.
2. PIPE BEDDING PER SECTION-305.
3. BACKFILL AND COMPACTION PER SECTION-306.
4. SURFACE REPAIR AND BASE PER DETAIL 3.
5. ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPCW SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE ½" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

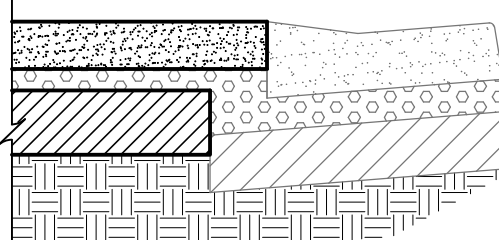
1
C1.0
TYPICAL TRENCH
CITY OF KETCHUM STANDARD DRAWING NO. 12
N.T.S.



AT 6" VERTICAL CURB & GUTTER



AT 6" ROLLED CURB & GUTTER



AT ZERO REVEAL CURB & GUTTER

6
C1.0
CONCRETE SIDEWALK WITH CURB AND GUTTER
CITY OF KETCHUM STANDARD DRAWING NO. 7
N.T.S.

NOTES:

1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
2. 12" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE ½" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
3. SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY ½" WIDE, ½" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
4. WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
5. SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
6. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

PURPOSE: ISSUE FOR AGENCY REVIEW (12/08/21)

NO. DATE BY REVISIONS

NO. DATE BY REVISIONS

C1.0

DESIGNED BY
FRM
DRAWN BY
SKS
CHECKED BY

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 768-1705
email: galena@galena-engineering.com

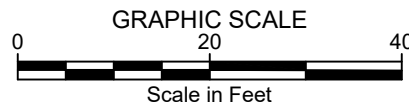
PROFESSIONAL ENGINEER
REGISTERED
12497
05/04/14/22 MD
STATE OF IDAHO
SEAN M. FLANN

COVER SHEET
COX COMMUNICATIONS: LEWIS STREET
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

PROJECT INFORMATION
P-162509/1625-16 LewisSt, Sully KingdowConstruction/1625-16 COX PLANS/LewisSt, Sully Kingdow 04/14/22 dwg 04/14/22 8:25:32 AM



PLAN VIEW: LEWIS STREET



NOTES

1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
3. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
4. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW JOINT TRENCH COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PED LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED OCTOBER 11, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS. SEE DETAILS 1-6, SHEET C1.0 FOR REPAIR DETAILS AS NECESSARY.
5. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS. COMMUNICATIONS UTILITY LOCATIONS ARE APPROXIMATE BASED UPON A MAP BY COX COMMUNICATIONS RECEIVED OCTOBER 11, 2021.
6. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED AND COORDINATE WITH OWNER PRIOR TO CONSTRUCTION COMMENCEMENT. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
7. ALL EXCAVATION IS TO BE DONE WITHIN THE GRAVEL SHOULDER.

LEGEND

- PROPERTY LINE PER BLAINE COUNTY GIS
- EXISTING BURIED POWER LINE PER IDAHO POWER
- EXISTING POWER BOX
- EXISTING POWER POLE
- EXISTING WATER MAIN
- EXISTING WATER SERVICE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING SEWER MAIN
- EXISTING SEWER SERVICE
- EXISTING SEWER MANHOLE
- PROPOSED COMMUNICATIONS LINE, TRENCH
- EXISTING COMMUNICATIONS STRUCTURE
- POTENTIAL DISTURBED AREA:
MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS

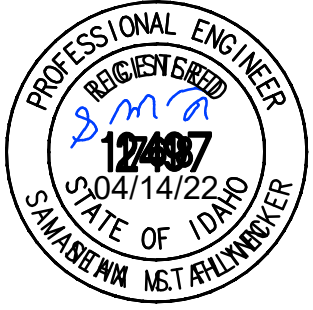
PURPOSE: ISSUE FOR AGENCY REVIEW (12/08/21)

NO.	DATE	BY	REVISIONS

C2.0

DESIGNED BY
FRM
DRAWN BY
SKS
CHECKED BY

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



PLAN SHEET
COX COMMUNICATIONS: LEWIS STREET
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

PROJECT INFORMATION
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City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22770 for placement of concrete pavers and snowmelt within the City Right-of-Way.

Recommendation and Summary

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

"I move to authorize the Mayor to sign Encroachment Agreement 22770 with James and Sandra Figge."

The reasons for the recommendation are as follows:

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

Introduction and History

Kurt Eggers on behalf of James and Sandra Figge submitted a Right-of-Way Encroachment Permit application to install a concrete paver driveway with snowmelt within the City's Right-of-Way along 106 Aspen Drive.

Right-of-Way standards were developed to achieve goals of pedestrian mobility, drainage, parking and provide materials that can be reasonably maintained by the city. Because the sidewalk paver materials and snowmelt system cannot be reasonably maintained by the city, the property owner will be responsible for repair and maintenance.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Analysis

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

Financial Impact

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

Attachments:

Encroachment Agreement 22770

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22770

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and James and Sandra Figge, (collectively referred to as "Owner"), whose address is PO Box 4995 Ketchum, ID 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 106 Aspen Drive ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of concrete pavers and a snowmelt system within the right-of-way on Aspen Drive. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

CITY OF KETCHUM:

By: _____
James Figge

By: _____
Neil Bradshaw
Its: Mayor

By: _____
Sandra Figge

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

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared James and Sandra Figge, known or identified to me to be the owner(s) of 106 Aspen Drive, a person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that said limited liability company executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

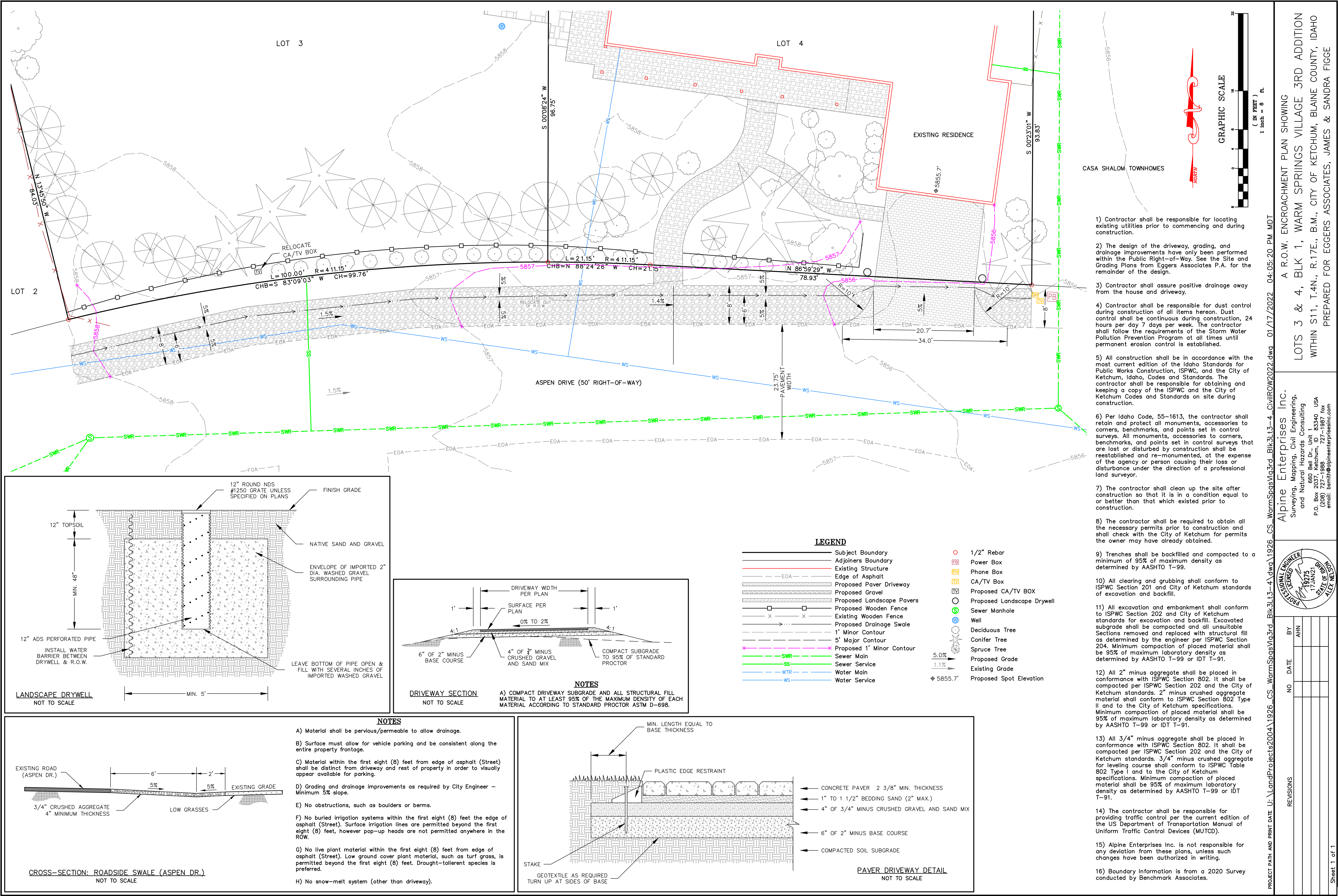
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT “A”



Sun Valley Economic Development
March 2022

Describe any activities taken this month to advance your industry targeting objectives (Objective A)- additional meetings of Ketchum workforce housing taskforce with focus on storyline for public input; support and analysis for Ketchum LOT for Housing ballot initiative; assessment of total Blaine Co multi-family project pipeline shows 668+ units planned for '23+; assessment also shows c400,000 sf of commercial development planned for Ketchum; awarded \$3k ARPA recovery grant from Blaine Co on behalf of SV Culinary Institute for reimbursement based on installation of air quality improvement system; executed IDWC Industry grant to SV Culinary for \$150k; evaluating ESOP options as transfer/succession planning mechanism for older local business owners.

Describe any activities taken this month to advance your business outreach objectives (Objective B) –direct outreach to 54 local business organizations; main topics remain lack of local talent and workforce housing options; presentation to 150 executives from Berkadia (Berkshire Hathaway subsidiary) on local economy and real estate market dynamics; continued advocacy in support of affordable housing projects, and streamlining design policy guidelines; feedback to Ketchum P&Z on new Emergency Ordinance 1234 ; continued gathering economic data for production of 4Q '21 dashboard issue; follow-up on lapsed membership roster; discussion with BC School District and local NFP's on establishing improved high school vocational program focused on placed business internships.

Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C) –monthly meeting of Blaine Recovery Committee Business Working Group; continued stress on local restaurants with closure of Bigwood Grill and substitution with operations at Apples Warm Springs starting this summer; evaluation of options for cost effective disposal of surplus wood product from Baldy Forest Health project.

Describe any activities taken this month to advance your placemaking objectives (Objective D) – continued dialogue with potential movie producers about Sunrise film production.

Describe any activities taken this month to advance your professional development objectives (Objective E) –2022 individual performance criteria approved by Board

Describe any other activities taken this month that fall outside of your workplan objectives-
Finalized local details for IEAD Spring conference.



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Presentation of Six-Month Financial Performance

Recommendation & Summary

Staff will review the attached presentation which provides a six-month financial overview for the current fiscal year. The FY22 budget is performing on track. While staff has proposed revenue and expense amendments, there are no significant concerning trends. No action is requested during the meeting, staff will schedule at an upcoming meeting the formal hearing associated with amending the FY22 budget.

Introduction and History

The Fiscal Year 2022 approved budget assumes \$32,222,099 in total planned expenses and \$32,640,337 in revenues. The difference is made up through the utilization of fund balances. The total budget consists of the General Fund, Local Option Tax Fund, Capital Improvement Fund, two Enterprise Funds (Water and Wastewater), and seven trusts or restricted purpose funds. The city adheres to the Government Finance Officers Association best practices when developing the budget. Specifically, this proposed budget ensures that ongoing costs are aligned with ongoing revenue sources. In addition, the approved budget allocates only a portion of the increased revenues be allocated to ongoing expenses in the event of an economic downturn.

The revenue forecast for the General Fund was upgraded due to development activity within town and a post-COVID environment. Specifically, planning and building revenues were increased. Funds the city receives from the state were also increased due to the positive economic outlook. Revenue forecast for the Local Option Tax Fund was also increased based on the current fiscal year's performance. The approved budget allocates those increased revenues to support the Capital Improvement Plan.

The FY22 budget also allocated funding to convert one part-time position to fulltime (Streets Dept.) and reinstates an unfunded position (Police Dept.) within the General Fund. The budget makes allowances for a compensation increase for both contract (Fire Dept.) and non-contract employees as no increases occurred in fiscal year 2021 due to COVID impacts to revenues. Expenses related to health care, vehicle fuel, and power were also increased due to external rate changes. A new restricted purpose fund was established for Mayor-Council Strategic Initiatives via revenue from the federal ARPA Grant funding as well as one-time general fund resources.

The budget did not contain significant operating expense changes in the Enterprise Funds (Water and Wastewater). The Wastewater Division is currently completing a facility plan which will guide future fiscal year capital expenditures.

Sustainability

The budget currently allocates funds for sustainability activities in the Capital Improvement Fund.

Financial Impact

The city's current fiscal year appropriated budget is \$32,222,099 in total planned expenses and \$32,640,337 in revenues.

Attachments:

Six-month financial presentation

FY 2022

6 month

Monthly Financial Reports

As of March 31, 2022



General Fund

Summary for March 31, 2022

6 months General Fund

GENERAL FUND					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	12,840,516			
	Year to Date (YTD)	6,523,179	50.8%	6,317,337	49.2%
2.	EXPENDITURES				
	Approved Budget	12,840,516			
	Year to Date (YTD)	5,930,371	46.2%	6,910,145	53.8%
3.	Net Position	592,808			
4.	Fund Balance Carry Over FY21	1,614,468			
	17% restricted by council	2,182,888			

March 31, 2022

6 months Amendments to the Budget

1	Agreement #22576 Blaine County (Recycling)	01-3700-3600	66,450	revenue
2	Transfer from LOT one-time	01-3700-8722	411,228	revenue
3	Short Term Rental Revenue	01-3700-1410	75,000	revenue
4	State of Idaho Fire Grant	01-3300-4100	25,000	revenue
5	Workman & Co Audit increase budget	01-4110-4200	(400)	expense
6	Alsco Matts City Hall	01-4150-5900	(4,290)	expense
7	APEX Annual Software Support	01-4150-6510	(495)	expense
8	Cabana's Town Square	01-4150-9930	(2,600)	expense
9	PO# 22039 GIS Consulting	01-4193-4200	(10,000)	expense
10	PO# 22033 Blue Pine Creative	01-4193-4200	(19,000)	expense
11	PO# 22012 Dixon	01-4193-4200	(25,000)	expense
12	PO# 22082 Dixon	01-4193-4200	(25,000)	expense
13	PO# 22041 Intern Position Sustainability	01-4193-6500	(3,630)	expense
14	IWORQ Annual Software Support	01-4193-6510	(6,000)	expense
15	Brown & Caldwell Geothermal half paid by Barsottia	01-4193-9930	(5,000)	expense
16	Warm Springs Preserve Maint	01-4194-5950	(47,500)	expense
17	Warm Springs Blaine County Title	01-4193-4200	(2,928)	expense
18	PO# 22051 Mountain Human	01-4210-4200	(2,400)	expense
19	Mountain Human Impound Fees	01-4210-4200	(1,210)	expense
20	Fire Department Overtime	01-4230-1500	(25,000)	expense
21	Fire Inspector STR	01-4230-1000	(77,937)	expense
22	Fire Paramed Training Baybutt	01-4230-4200	(14,000)	expense
23	Fire Ambulance Storage Greenhorn	01-4230-4200	(12,000)	expense
24	PO# 22078 Data Ticket	01-4210-3610	(15,000)	expense
25	General Fund Payroll #27	various	(250,000)	expense

Summary for March 31, 2022

6 months CIP

GENERAL FUND CIP					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	2,917,366			
	Year to Date (YTD)	361,972	12.4%	2,555,394	87.6%
2.	EXPENDITURES				
	Approved Budget	2,917,366			
	Year to Date (YTD)	474,521	16.3%	2,442,845	83.7%
3.	Net Position (Revenue over)/short	(112,549)			
4.	Fund Balance Carry Over FY21	683,908			
	<i>less restricted \$1,000,000</i>				

March 31, 2022

6 months Amendments to the Budget

1	Transfer from LOT	03-3700-8722	1,626,362	revenue
2	#20599 Logan & Simpson P&B Zoning Code Updates	03-4193-7194	(49,620)	expense
3	#20714 HDR Main Street Signal Timing	03-4193-7130	(18,436)	expense
4	#22049 Western States Equip	03-4310-7110	(6,274)	expense
5	Sun Valley Road Replacement	03-4193-7100	(1,277,735)	expense

LOT Analysis

Summary for March 31, 2022

6 months LOT Original

LOCAL OPTION TAX						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget		2,400,000			
	Year to Date (YTD)		1,872,973	78%	527,027	22%
2.	EXPENDITURES					
	Approved Budget		2,400,000			
	Year to Date (YTD)		1,392,652	58%	1,007,348	42%
3.	Net Position		480,321			
4	Fund Balance Carry Over FY21		1,626,362			
	reserved for transfer cip expenditures					

FY2022 anticipated fund balance carry over \$483,000

March 31, 2022

6 months Amendments to the Budget

1 One-Time LOT anticipated to General Fund	22-4910-8801	(411,228)	
2 SVED	22-4910-6070	(4,500)	
3 Idaho Dark Sky Alliance	22-4910-6075	(2,200)	
4 Friends of the Sawtooth National Forrest	22-4910-6085	(4,000)	
5 Transfer to GF CIP Other Projects	22-4910-8803	(348,627)	FY2021 FB CARRY OVER
6 Transfer to GF CIP Sun Valley Rd	22-4910-8803	(1,277,735)	FY2021 FB CARRY OVER
7 #22077 Audio Systems Equipment	22-4910-6060	(30,500)	
8 #22065 Granicus for Short Term Rental	22-4910-4200	(30,000)	

In-Lieu Housing Fund

Summary for March 31, 2022

6 months In-Lieu Housing

IN-LIEU HOUSING						
1.	REVENUES		Year to Date	%		Remaining
	Approved Budget		2,822,050			
	Year to Date (YTD)		349,626	12.4%		2,472,424
						87.6%
2.	EXPENDITURES					
	Approved Budget		2,822,050			
	Year to Date (YTD)		87,765	3.1%		2,734,285
						96.9%
3.	Net Position		261,861			
4.	Fund Balance Carry Over FY21		2,848,406			
	FY 2022 Budgeted for projects		2,500,000			
	Blue Bird Additional Funding		800,000			
			3,300,000			

March 31, 2022

6 months Amendments to the Budget

1	Fund Balance Carryover FY 21 not bugeted	384,406
2	In-Lieu Anticipated Revenue	219,000
3	Blue Bird Add'l request 52-4410-7115	(800,000)

Strategic Initiative Fund

Summary for March 31, 2022

6 months Strategic Initiative

Strategic Initiative							
1.	REVENUES		Year to Date	%		Remaining	%
	Approved Budget		864,099				
	Year to Date (YTD)		557,050	64.5%		307,049	35.5%
2.	EXPENDITURES						
	Approved Budget		864,099				
	Year to Date (YTD)		127,662	14.8%		736,437	85.2%
3.	Net Position		429,388				

Note: 2nd half of ARPA Funds anticipated in May 2022.

March 31, 2022

6 months Amendments to the Budget

	Beginning Fund Balance	Requests not Budgeted	Fund Balance Available
STRATEGIC INITIATIVES			
Strategic Initiatives Fund	864,099	(243,200)	620,899
Revenue			
Expenditures		(243,200)	
#20701 Agnew & Beck		92,200	
#22052 Sullivan & Reberger		25,000	
#22038 Carissa Connelly		95,000	
#22071 Canyon Excavation		16,000	Lifftower Lodge
Communication		15,000	May Election
Total PO/Contracts		243,200	

Enterprise Funds

Summary for March 31, 2022

6 months Water

WATER							
1.	REVENUES		Year to Date	%		Remaining	%
	Approved Budget		2,469,632				
	Year to Date (YTD)		761,897	30.9%		1,707,735	69.1%
2.	EXPENDITURES						
	Approved Budget		2,469,632				
	Year to Date (YTD)		826,419	33.5%		1,643,212	66.5%
3.	Net Position		(64,522)				
4.	Fund Balance Carry Over FY21		1,612,012				
	less restricted						

March 31, 2022

6 months Amendments to the Budget

1 PO#22068 WOOD RIVER RESOURCE CONSERV	(42,668)
--	----------

Summary for March 31, 2022

6 months Water CIP

WATER CIP							
1.	REVENUES		Year to Date	%		Remaining	%
	Approved Budget		487,000				
	Year to Date (YTD)		329,490	67.7%		157,510	32.3%
2.	EXPENDITURES						
	Approved Budget		487,000				
	Year to Date (YTD)		226,673	46.5%		260,327	53.5%
3.	Net Position		102,817				
4.	Fund Balance Carry Over FY21		6,246				
	less restricted						

March 31, 2022

6 months Amendments to the Budget

1	#20585 Canyon Excavation Ketchum Springs Final	(176,068)
2	Sun Valley Road Pipe Relocation - Spruce to Idaho Power Subsation	TBD

Summary for March 31, 2022

6 months Wastewater

WASTEWATER						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget		3,591,419			
	Year to Date (YTD)		1,282,240	35.7%	2,309,179	64.3%
2.	EXPENDITURES					
	Approved Budget		3,259,625			
	Year to Date (YTD)		1,403,927	43.1%	1,855,697	56.9%
3.	Net Position		(121,687)			
4.	Fund Balance Carry Over FY21		1,115,578			
	less restricted					

Summary for March 31, 2022

6 months Wastewater CIP

WASTEWATER CIP						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget		1,206,000			
	Year to Date (YTD)		647,301	53.7%	558,699	46.3%
2.	EXPENDITURES					
	Approved Budget		1,206,000			
	Year to Date (YTD)		61,233	5.1%	1,144,767	94.9%
3.	Net Position		586,068			
4.	Fund Balance Carry Over FY21		(208,470)			
	less restricted					



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

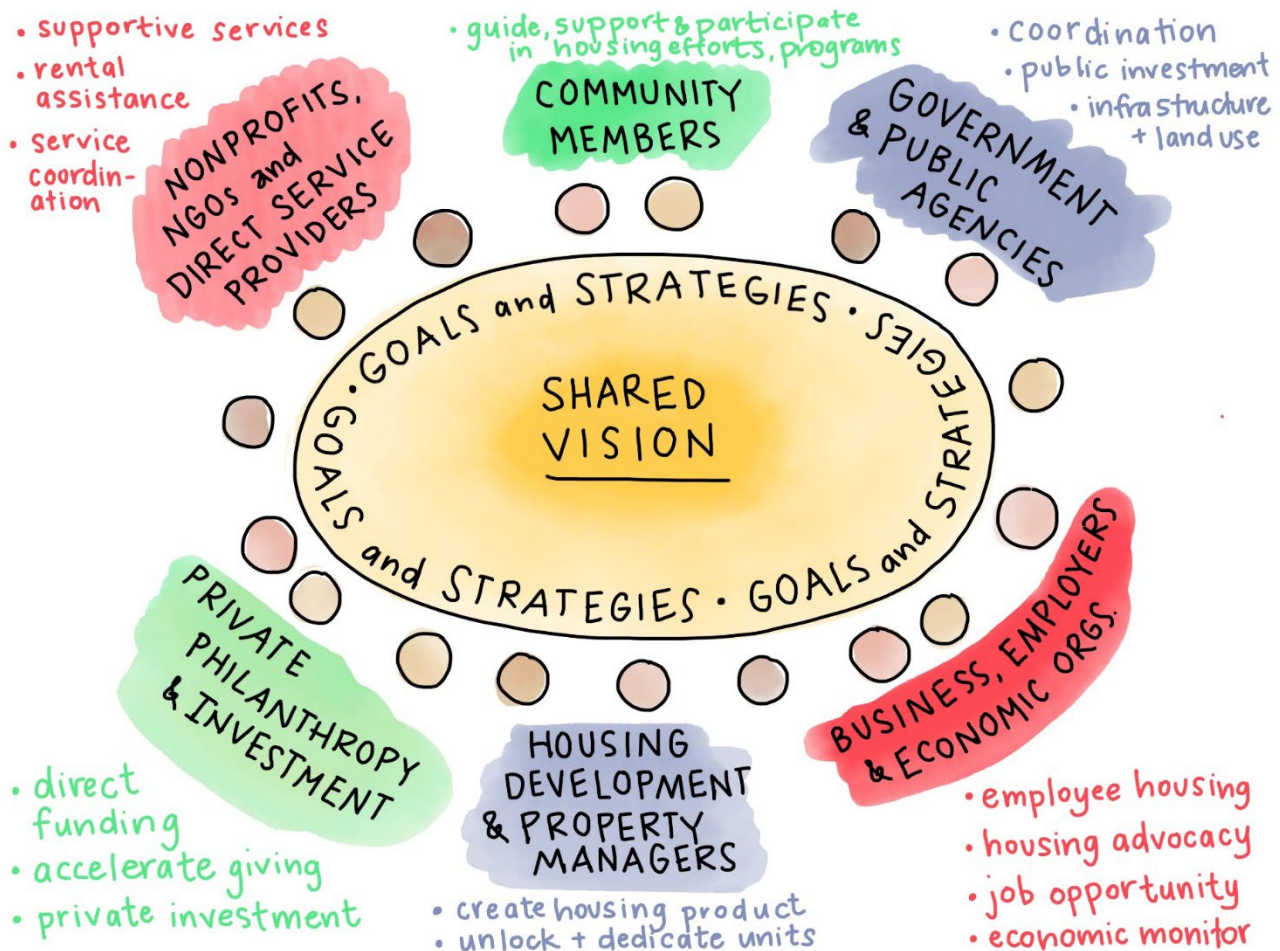
Review Housing Coordination Models and Provide Feedback

Recommendation and Summary

Staff will review the attached presentation regarding different options to increase housing coordination with the county and solicit your feedback. These options following the February joint meeting between the cities, county and housing authority where improved coordination was discussed. Staff has recently met with the County Commissioners and the Chair of the Housing Authority who were supportive of exploring new coordination models.

Introduction and History

Coordination is a major theme of the draft Housing Action Plan. Not only improved coordination between the governmental entities but within non-profits service providers, employers, and philanthropy.



Sustainability Impact

Adequate community housing decreases the occurrence of trip generation and associated greenhouse gases.

Financial Impact

Staff is working to refine the costs associated with the different options.

Attachments:

Presentation

Proposed Countywide Housing Coordination Approach

City of Ketchum



Housing Action Plan Goal 4:

INFORM, ENAGAGE + COLLABORATE

- *Improve coordination and collective impacts*
- *Define goals and track progress*
- *Continually engage and educate community*

Our Why

Why consider a reorganization of Blaine County Housing Authority?

- 1. Immediate need for action on a few housing priorities.**
- 2. We all could be operating more efficiently, effectively.**
- 3. The community has called for regional housing coordination.**
- 4. Housing solutions are cross-sectional and require coordination of many partners for long-term success.**

We lack a strong structure for this, currently.

But believe the Housing Authority can and should reorient to lead improved, coordinated housing action.

Options for How...

How we could reorganize Blaine County Housing Authority.



Option 1: Maintain status quo, aiming for added resources.

BCHA works with each community independently as an external support. Local jurisdictions fund/provide housing capacity (staff, programs) as able.



Option 2: Co-funded Ketchum/Blaine County housing staff.

BCHA maintains status quo. City and County share resources to fund Housing Director/Specialist who coordinates between the entities.



Option 3: Co-funded Ketchum/Blaine County housing department. BCHA staff and responsibilities are taken on by the new department.

Staff implement housing actions for the City and County and are a technical housing resource for local jurisdictions & partners (developers, service providers, employers).



Option 4: Shared housing department.

BCHA team staffs, rebrands and expands and strengthens its scope to act as housing staff for local jurisdictions. Partners contribute funds. Coordinate across and integrate with jurisdictions and partners.

(Similar to *Mountain Rides*)

Comparison of Options

OPTIONS	BENEFITS	POTENTIAL PITFALLS
Option 1: Maintain status quo	<ul style="list-style-type: none"> Does not require any changes or adjustments. <i>Low cost.</i> 	<ul style="list-style-type: none"> Hasn't been very effective. Inefficient and redundant efforts. Little to no coordination occurs among jurisdictions. Staff recruitment challenges.
Option 2: Co-funded City/County housing staff	<ul style="list-style-type: none"> Allows staffing for both entities and can improve coordination with other partners. <i>Low cost.</i> 	<ul style="list-style-type: none"> Does not include other jurisdictions. Does not address BCHA's challenges.
Option 3: Shared housing department	<ul style="list-style-type: none"> Expanding and strengthening BCHA work scope. Eliminating duplication and improving coordination. Cost efficiencies. Tightened governance. Rebranded image of BCHA and increased community trust. 	<ul style="list-style-type: none"> Relies on multiple partners' funding commitments and management agreement (e.g., Joint Powers Agreement or MOU) <i>Higher cost</i>

Proposed Organizational Chart



Project Management, Reporting and Accountability

WHO	PURPOSE	FREQUENCY
Board Mayors, Council or Commission members, citizens and/or at-large board members	<ul style="list-style-type: none"> Hire and fire Executive Director Review budget Approve or adjust annual action plan and provide overall strategic direction 	<ul style="list-style-type: none"> Bi-monthly meetings
City and County Departments Planning, Administration, Communications, Public Works, etc.	<ul style="list-style-type: none"> Directing and working with BCHA staff on specific housing actions. BCHA staff provides additional capacity to each jurisdiction 	<ul style="list-style-type: none"> Weekly meetings with each jurisdiction Regular office hours with each jurisdiction Monthly joint meetings with all City Administrators and Planning Directors
Implementation Partners Local nonprofits, housing developers, employers, public agencies, etc.	<ul style="list-style-type: none"> Coordinate and facilitate efforts beyond jurisdictions. Opportunity to review progress toward shared goals, lessons learned and education. Project management 	<ul style="list-style-type: none"> Meet quarterly
Community/ Public	<ul style="list-style-type: none"> Educate, inform and receive feedback 	<ul style="list-style-type: none"> Quarterly reports/newsletter Open Board meetings Annual partnership meetings Annual public input

Next Steps

How would we move forward?

Requesting initial commitment to provide resources to complete steps 1 through 4.

- | | |
|--------|--|
| March | <input checked="" type="checkbox"/> Step 1. Develop model |
| April | <input type="checkbox"/> Step 2. BCHA commitment |
| | <input type="checkbox"/> Step 3. Jurisdiction commitment |
| | <input type="checkbox"/> Step 4. Draft budget and operations plan |
| May | <input type="checkbox"/> Step 5. Joint Power Agreement or Memorandum of Agreement and funding commitments |
| June | <input type="checkbox"/> Step 6. Board formation and first meeting |
| July | <input type="checkbox"/> Step 7. Hire Executive Director |
| August | <input type="checkbox"/> Step 8. Executive Director hires additional staff |



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion Regarding Process Improvements for Planning/Zoning Initiatives

Recommendation & Summary

Staff will be prepared to walk through some potential process improvements for current and future planning/zoning initiatives. Recently, the Council expressed process concerns related to the proposed new downtown development standards. The goal of this brainstorming session is to establish a protocol between the Council and staff to ensure process is not a concern moving forward.

Introduction and History

The proposed downtown development standards is the fourth planning initiative (historic preservation, housing in-lieu fee update, downtown design review standards) in which similar process concerns were expressed from the Council.

Proposed Discussion Points:

1. These initiatives are considered “legislative” matters under Idaho Code versus quasi-judicial. Why is this important? It means the Council is not constrained about how communication is handled versus a matter on appeal from P&Z. Council Members understand that at any point they are free and empowered to express process concerns to city staff.
2. We could start to institute a “chartering process” on each initiative where staff presents to Council a one-pager that outlines scope, options and public engagement plan before things start at the P&Z level. Do we establish that any significant initiative holds at least one community workshop? Is there a specific format or use of a facilitator?
3. We could start to do regular check-ins during Council meetings about how the initiative is progressing at the P&Z level to make sure there are not any concerns.

Sustainability

Past proposed planning/zoning initiatives directly supported city sustainability goals (e.g. additional downtown housing, preservation of historic structures).

Financial Impact

No current fiscal impact.

Attachments:

None