



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Monday, April 17, 2023, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AMENDED AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/87151422228>
Webinar ID: 871 5142 2228
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: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted
2. International Dark Sky Week Proclamation - Mayor Neil Bradshaw

CONSENT AGENDA:

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

3. Recommendation to approve minutes of April 3, 2023 – City Clerk Trent Donat
4. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher

- [6.](#) Recommendation to receive and file monthly and quarterly Treasurer’s financial reports – Treasurer Shellie Gallagher
- [7.](#) Recommendation to approve Purchase Order 23081 for Bobcat Toolcat – Facilities Maintenance Supervisor Juerg Stauffacher
- [8.](#) Recommendation to approve Purchase Order 23082 for paint striping – Director of Streets & Facilities Brian Christiansen
- [9.](#) Recommendation to approve Purchase Order 23085 for a Sewer Video Camera System through Visual Imaging Resources – Wastewater Division Supervisor Mick Mummert
- [10.](#) Recommendation to approve Purchase Order 23086 for used Pistenbully trail groomer - Facilities Maintenance Supervisor Juerg Stauffacher
- [11.](#) Recommendation to approve Purchase Order 23087 for rescue operations drone from Unmanned Vehicle Technologies – Fire Chief Bill McLaughlin
- [12.](#) Recommendation to review and approve the Saddle Rd Townhomes Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision - Planning & Building Director Morgan Landers
- [13.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22825 for the placement of new driveway pavers with snowmelt in the public right-of-way at 671 E 5th Street – Senior Planner Abby Rivin

PUBLIC HEARING:

NEW BUSINESS:

- [14.](#) Annual review of short term rental regulations - City Administrator Jade Riley
- [15.](#) Recommendation to approve Renewal Contract #23083 with Granicus for short-term rental inventory, compliance and analytic services - Business & Tax Specialist Kelsie Choma
- [16.](#) Briefing regarding 2023 Community Flooding Preparations - Fire Chief Bill McLaughlin and City Administrator Jade Riley
- [17.](#) Six month financial review of Fiscal Year 2023 - Treasurer Shellie Gallagher and City Administrator Jade Riley
- [18.](#) Review and approve 2024 Budget Development Calendar - Treasurer Shellie Gallagher and City Administrator Jade Riley

ADJOURNMENT:

From: [James Hungelmann](#)
To: [Neil Bradshaw](#); [Jim Slanetz](#); [Courtney Hamilton](#); [Amanda Breen](#); [Michael David](#); [Participate](#); [Suzanne Frick](#); [Jade Riley](#)
Subject: Ketchum City Council Meeting April 17, 2023 Public Comment on Agenda item 2 – proposed Dark Sky Proclamation
Date: Monday, April 17, 2023 3:23:59 AM

Ketchum City Council Meeting

April 17, 2023

Public Comment on Agenda item 2 – *proposed* Dark Sky Proclamation

Dear Mayor Bradshaw and Councilors:

This proposed proclamation is nonsensical and insulting rubbish of no value whatsoever, intended only to distract the public from the immense environmental havoc this mayor and Council are so gleefully perpetrating in our skies with catastrophic consequences for our health and safety.

Here is the deal: Before we contemplate Dark Sky at night, how about addressing the contaminated Silver Skies at day, every day, i.e., the “could seeding” pounding that you and your fellow resiliently and sustainably soiled sycophants here deny and cover up? [See my public comment on the record to this Council dated Jan 17, 2023 - *Health and Safety concern about Contaminants in Cloud Seeding: Pay for Snow – At what cost?*- to which your reply has been Dead Silence.] No concern for toxicity on your part. No need to test or inquire – “Idaho Power did a test in 2014, so no worries, all good is it?”

And how about the 5G beaming through the slaughtered skies . . . Not an issue as long as all of it is invisible and in the Dark? No one will forget that this Council gave *carte blanche* treatment to the “telecoms” during the ‘isolation/locked inside’ early days of covidScam, that allowed and encouraged them to greatly expand, outside of public scrutiny, their Towers that Beam “5G Good for You”, shortly after you blocked a major citizen initiative to convene a public symposium to understand and minimize dangers to man and all of nature from expanded installations in this valley. ‘Nothing a municipality can do about 5G coming at us’, your stumbled legal advice asserted. To which The Tired Tongan *still* replies, Bullshit.

What are you modeling for children facing life’s challenges, to deny, duck and run for cover?

At this point everything coming out from this muzzled mayor and Wrecking Crew Council is

tainted . . . Pompously law-violating tyrants who worked feverishly to embed in the public consciousness the greatest and most damaging deception ever perpetrated that is now being fully exposed, with every aspect of the core COVID narrative nothing but fraud and phony with enslaving and mauling consequences for the public, and specifically targeting our most vulnerable groups including children, workers, and people of color. By your viciously vile COVID measures, you choked out and poisoned every breath with masking, for two years, and have waived the dripping needle of *FetalShriek* vaccine now ravaging so many families, all while actively denying and muzzling constitutionally mandated Due Process that is cornerstone of our democracy. Is this the stuff of trusted public servants, or of filthy deviants?

And so, Mr. Mayor and Councilors, we are on to you. Every step of your stench, we are on to you. Be assured, the rule of law must and will prevail. I urge a Bright Light Proclamation, to expose and run the Filth and Fondlers far the F outta here.

Back off your gutless Proclamation, and Resign now. I hope you understand.

Jim Hungelmann

Ketchum

From: [James Hungelmann](#)
To: [Neil Bradshaw](#); [Jim Slanetz](#); [Courtney Hamilton](#); [Amanda Breen](#); [Michael David](#); [Participate](#); [Suzanne Frick](#); [Jade Riley](#)
Subject: Re: Ketchum City Council Meeting April 17, 2023 Public Comment on Agenda item 2 – proposed Dark Sky Proclamation
Date: Monday, April 17, 2023 3:53:41 AM
Attachments: [IMG-1644 \(1\).mov](#)

PUBLIC COMMENT ADDENDUM KCC meeting April 17 2023

Addendum to Public Comment email just submitted -
This is a video of "cloud seeding" taken here two days ago, in the morning.

What say The Blaine Pretender?

El lun, 17 abr 2023 a las 3:23, James Hungelmann (<jim.hungelmann@gmail.com>) escribió:

Ketchum City Council Meeting
April 17, 2023

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Jim Hungelmann

Ketchum

From: [Molly! G Goodyear](#)
To: [Participate](#)
Subject: Public comment re: Right of way snow melt systems
Date: Monday, April 3, 2023 5:49:02 PM

Hi -

I am writing to encourage you to prioritize your clean energy and environmental commitments as you consider how to address snow melt systems. Considering the amount of CO2 emissions from snow melt systems vs. other methods of snow removal, I believe addressing this issue in a proactive, climate-forward way will make a big impact on the city's effort to be 100% clean energy community by 2045.

Thank you,
Molly G Goodyear

--

1220 Quigley Rd
Hailey ID 83333
208.720.0710
bvidogs1@gmail.com

From: [HP Boyle](#)
To: [Participate](#)
Subject: For Councillor Hamilton
Date: Monday, April 3, 2023 6:05:06 PM

You mentioned in the 4/3/23 meeting that it is often wondered what employers need, want or think are key issues, and the lack of means to gather that information.

For some time, I have advocated that Ketchum do an annual survey of employers to ask those questions. It would not be that difficult to do. If the City feels it lacks the staff capacity/capability to do that, perhaps you could commission SVED to do it.

Making critical decisions without critical information is not good governance. It is a relatively easy fix.

Good luck,

Perry Boyle
Ketchum

From: [H Boyle](#)
To: [Participate](#)
Cc: editorialboard@mtexpress.com; [Andrew Guckes](#)
Subject: Public comment on Lease to Locals program presentation to the Council 4/3/23
Date: Monday, April 3, 2023 6:52:58 PM

This program seems to be having initial success. 10 units is a good start, and the cost is a fraction of any other City housing initiative.

However, as the presentation indicated, the program is being gamed by some employers (indirectly) and by some tenants (directly), and I urge the Council to close the loopholes.

The Mayor's comment that Bluebird is also a benefit to employers who underpay their workers was a good point. His point that a worker for a for-profit company contributes as much to the community as a non-profit worker is consistent with his promotion of taxpayer subsidization of companies that take money out of Ketchum.

Kudos to Mr. Slanetz for calling out the City's corporate welfare. Why are Ketchum taxpayers subsidizing the housing of a Sun Valley Co employee? Is SVC aware of this? Perhaps they should be reimbursing the Ketchum taxpayers?

Same for Coldwell Banker, as Councillor Slanetz noted in the Council meeting. He made an excellent point that perhaps taxpayer subsidized programs should be limited to people who work at non-profits or City of Ketchum jobs.

Why is Ketchum providing subsidy payments to Sun Valley property owners? This is particularly disturbing given SV has the resources yet doesn't contribute to the program, and generally free rides off of Ketchum. If we are going out of Ketchum, perhaps Bellevue or Hailey would make more sense. We had applicants from Hailey but did not consider them, yet we did it for SV.

According to the vendor, four tenants housed in this program make more than the program guideline income limit and don't work in Ketchum. You can't do that with BCHA housing. This is a loophole that people are gaming. This is the kind of thing that de-legitimizes City programs in the eyes of the public.

Why are the administration costs of the program almost as much as the grant amount from the program? Will this come down over time?

Only one STR was converted. This is what the City Administrator and the lobbyist for the Sun Valley Realtor Board predicted. This indicates that once a property goes to STR it almost never converts back. A local worker can almost never win against a tourist for a housing unit. The Council should take this into account as you consider ADUs—once new ADUs go into the STR pool, they will stick there and make things worse in Ketchum. We don't need more STRs.

Given the number of properties that were offered in Sun Valley, has that information been shared with the Sun Valley City Council to encourage them to pursue their own program? Same with Hailey and Blaine County?

Additionally, it's good to see the Housing Strategist to propose an increase in the work

requirement to qualify for housing benefits. Hopefully, the next revision will return “workforce” to its traditional definition and no longer include people who have chosen not to work.

Finally, how does taxpayer subsidies to house seasonal employees benefit the quality of life of the people of Ketchum? Seasonal employees are not the pool of people that the Mayor says contribute to the community, and, outside of BCRD seasonal employees (who do benefit the community), they tend to work for Sun Valley Co and other large companies.

If the Mayor and Council are going to continue to promote corporate welfare, not just in the form of the housing subsidy, but also via the LOT tax on locals to promote tourism and free land to for-profit developers, perhaps we should have a referendum to see if that’s what the community wants. Or at least have this dialog as part of the Comprehensive Plan review.

Thank you,

Perry Boyle
Ketchum

From: [H Boyle](#)
To: [Participate](#)
Cc: editorialboard@mtexpress.com; [Andrew Guckes](#)
Subject: Public Comment for next City Council Meeting
Date: Wednesday, April 5, 2023 10:08:48 AM

We have the smoking gun. The Mayor and Council lied to the people of Ketchum.

In my opinion, Bluebird will go down as one of Ketchum's biggest mistakes. Literally—just look how big it is—four stories looming over the commercial district. Sold to us by the Mayor as housing for our teachers, first responders and health care workers; we now have confirmation that it is nothing of the kind. The Mayor called people “prejudiced” when they questioned whether his pet project (he named it) was appropriate for Ketchum. Bluebird is, in my analysis, the worst kind of taxpayer subsidized housing.

The Ketchum taxpayers have forked over subsidies that may end up totaling over \$15mm in free land, foregone property taxes and direct cash payments to GMD, a for-profit, out-of-state developer to build this for-profit, low-income housing project in the commercial district of Ketchum. And then there is the parking impact at Atkinson's.

And for what? As Mr Slanetz's comments confirm, Bluebird will not necessarily address the Ketchum workforce shortage, as it will not require tenants to work in Ketchum—or even to work at all. How do the people who supported Bluebird feel about being duped?

And even if some Ketchum workers do live in it, Bluebird is, in my analysis, corporate welfare and anti-worker. It incents employers to depress wages so that their workers can be housed at taxpayer expense. Like maybe the employees of the 6-story, 95 room Marriott to be owned by an out of state company to which the Mayor and Council have also provided subsidies in the form of zoning waivers? The Mayor said this week he is fine with this kind of corporate welfare. He said the lease to locals housing now being provided to employees of big companies like Sun Valley Co and Coldwell Banker is fully consistent with what that program is designed to do.

While the Mayor's family buys residential property in Hailey, the residents of Ketchum are stuck with this blue elephant—for 75 years. That's how long the project gets free land from us.

But wait, there's more! The Mayor and Council plan to build at least two more Bluebird-type projects in the commercial core. Not in the industrial park, or on the acres of land the city owns at the southern end of town, but two more lower-income housing projects smack dab in the middle of the Ketchum commercial core. At the same time they plan to reduce parking. And are planning to loosen the ADU rules that will make it easier to create more short-term rentals in Ketchum. And are personally promoting more taxpayer subsidies for corporate welfare and tourism promotion in the May referendum.

Aspen, here we come.

Perry Boyle
Ketchum

<https://www.mtexpress.com/news/ketchum/ketchum-leaders-define-local-qualifications-for-bluebird-village/>

From: [City of Ketchum Idaho](#)
To: [Participate](#)
Subject: Form submission from: Contact Us
Date: Thursday, April 6, 2023 11:01:12 AM

Submitted on Thursday, April 6, 2023 - 11:01am

Submitted by anonymous user: 72.214.132.238

Submitted values are:

First Name Edward
Last Name Buchwalter
Email ed.buchwalter@gmail.com
Question/Comment
Hello City of Ketchum,

As someone that does not like the "Dark Sky" policy pushed by the City of Ketchum, I would for city officials to read the following article regarding light in public spaces:

<https://www.archdaily.com/998418/the-safety-of-light-a-short-history-of-light-in-public-spaces>

We have a residence in Warm Springs and I DO NOT feel safe walking my dog at night IN THE DARK!
If somebody needs to be constantly "star gazing" perhaps they could drive out of town....

Best Regards,
Ed Buchwalter

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/11265>



City of Ketchum

International Dark Sky Week Proclamation

- Whereas,** the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and
- Whereas,** the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and
- Whereas,** 80-percent of the world’s population, including many people in Idaho, lives under a dome of light pollution – research shows the Milky Way is not visible to more than one-third of the world’s population; and
- Whereas,** the International Dark-Sky Association, headquartered in Arizona, is the globally-recognized authority on light pollution, and has created International Dark-Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting; and
- Whereas,** the city of Ketchum is honored to be recognized by the Association as a Dark Sky Community since 2017 and included in America’s first gold-tier international Dark Sky Reserve.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby declare April 15 – 22, 2023 as International Dark-Sky Week and ask each resident to join me, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.



CALL TO ORDER: *(00:00:20 in video)*

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

ROLL CALL:

Mayor Neil Bradshaw
Michael David
Amanda Breen
Courtney Hamilton
Jim Slanetz

ALSO PRESENT:

Jade Riley—City Administrator
Shellie Gallagher—City Treasurer
Trent Donat—City Clerk & Business Manager
Lisa Enourato—Public Affairs & Administrative Services Manager
Morgan Landers—Director of Planning and Building
Paige Nied—Associate Planner
Brian Christiansen—Director of Streets and Facilities *(via teleconference)*
Colin Frolich—Placemate
Rian Rooney—Housing Fellow

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Jim Slanetz asked about reinstating the late-night bus route. *(00:00:49 in video)*
- Mayor Neil Bradshaw addressed the question informing council that Mountain Rides is working on a hybrid schedule for the post-slack period route to Warm Springs. *(00:01:42 in video)*
- Mayor Neil Bradshaw thanked Sun Valley Company for bringing added vibrancy to the city during the U.S. Alpine Ski Championship and the Sun Valley Film Festival. *(00:03:15 in video)*

CONSENT AGENDA: *(00:03:40 in video)*

Motion to approve consent agenda items #2 - #12 *(00:03:57 in video)*

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Michael David, Courtney Hamilton, Jim Slanetz, Amanda Breen

RESULT: ADOPTED UNANIMOUS

PUBLIC HEARING: *(00:04:08 in video)*

13. Recommendation to hold a public hearing and approve the Crossbuck West Phased Development Agreement 22833.

Public Comment: *(00:04:30 in video)*

None

Public Comment Closed: *(00:04:45 in video)*

Motion to approve the Crossbuck West Phased Development Agreement 22833.

(00:04:53 in video)

MOVER: Courtney Hamilton

SECONDER: Michael David

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS

14. Recommendation to approve third reading of Ordinance #1246 which provides for Idaho Power Franchise agreement and Joint Clean Energy Cooperation Statement. *(00:05:08 in video)*

Public Comment:

Amy Cristensen—Ketchum Business Owner *(00:05:39 in video)*

Public Comment Closed: *(00:09:15 in video)*

Questions, comments, and discussion by Council *(00:09:25 in video)*

Council agreed to suspend approval of the Joint Clean Energy Cooperation Statement.

Motion to approve to third reading of Ordinance #1246 by Title only. *(00:18:02 in video)*

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED

Third Reading of Ordinance #1246 by City Clerk and Business Manager Trent Donat
(00:18:20 in video)

Motion to approve Ordinance #1246. *(00:19:37 in video)*

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS

City Administrator Jade Riley along with Mayor Bradshaw thanked Amber Perks from Idaho Power, for her collaboration and hard work on the Idaho Power Franchise Agreement.
(00:19:50 in video)

15. Recommendation to approve adoption of Warm Springs Preserve Master Plan.
Mayor Neil Bradshaw spoke about the inception and development of the plan.
(00:20:25 in video)

Public Comment:

Nick Miller—President of Trout Unlimited Hemingway Chapter (00:22:51 in video)

Public Comment Closed: (00:23:42 in video)

Questions, comments, and discussion by Council (00:23:55 in video)

Motion to adopt Resolution 23-008, Approval of Warm Springs Preserve Master Plan.
(00:29:38 in video)

MOVER: Courtney Hamilton

SECONDER: Michael David

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS 16. Recommendation to hold a Public Hearing and approve the Piazza Navona, LLC, Lot Consolidation Subdivision Final Plat and adopt Findings of Fact, Conclusions of Law, and Decision. (00:30:07 in video)

Public Comment: (00:30:48 in video)

Bruce Smith—Alpine Enterprises (00:31:01 in video)

Questions, comments, and discussion by Council (00:31:26 in video)

Public Comment Closed: (00:34:45 in video)

Questions, comments, and discussion by Council (00:34:55 in video)

Motion to approve the Piazza Navona, LLC, Lot Consolidation Subdivision Final Plat and adopt Findings of Fact, Conclusions of Law, and Decision. (00:38:12 in video)

MOVER: Courtney Hamilton

SECONDER: Jim Slanetz

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS

NEW BUSINESS: (00:38:42 in video)

17. Monthly Housing Update

Presented by: Colin Frolich (00:38:58 in video)

Questions, comments, and discussion by Council (00:42:49 in video)

Housing Update Continued (01:05:43 in video)
Presented by: Carissa Connelly

Questions, comments, and discussion by Council (01:07:34 in video)

18. Recommendation to adopt allocation criteria for funding opportunities that create and preserve long-term housing. (01:09:34 in video)
Presented by: Carissa Connelly
Rian Rooney joined: (01:17:45 in video)

Questions, comments, and discussion by Council (01:26:35 in video)

Motion to adopt funding allocation criteria for mechanisms that create and preserve long-term housing, including quality of construction. (01:32:11 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS

19. Recommendation to approve local eligibility criteria for Bluebird Village. (01:32:34 in video)
Presented by: Carissa Connelly

Questions, comments, and discussion by Council (01:37:21 in video)

Motion to adopt local eligibility criteria for Bluebird Village. (01:52:32 in video)

MOVER: Michael David

SECONDER: Amanda Breen

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS

Questions, comments, and discussion by Council (01:53:07 in video)

Motion to adopt Ketchum Preference Policy for Bluebird Village (Motion Tabled)

20. Recommendation to review information and provide policy direction regarding snowmelt allowance within the public right-of-way. (02:02:08 in video)
Presented by: Paige Nied

Questions, comments, and discussion by Council (02:10:07 in video)

Presentation on Policy Discussion by: Morgan Landers (02:15:54 in video)

Questions, comments, and discussion by Council (02:17:50 in video)

Comments by: Brian Christiansen (02:25:44 in video)

Questions, comments, and discussion by Council (02:28:02 in video)

EXECUTIVE SESSION:

21. Pursuant to Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Motion to move to Executive Session (02:43:49 in video)

MOVER: Amanda Breen

SECONDER: Jim Slanetz

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS

ADJOURNMENT:

Motion to adjourn at 6:55pm (02:44:31 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Michael David, Courtney Hamilton, Jim Slanetz, Amanda Breen

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
ADMINISTRATIVE SERVICES				
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
GEM STATE PAPER & SUPPLY	1093534	WHOLE ROOM AIR FRESHENER	17.92-	
01-4150-4200 PROFESSIONAL SERVICES				
CLEARMINDGRAPHICS	5696	SVASB WEBSITE DEVELOPMENT	3,420.00	
PUDDICOMBE, MAUREEN	040723	FOLD AND STICKER MAILERS	437.50	
VALLEY TEMP SERVICES INC	INVON031	ELIZABETH INSINGER	143.00	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
COX BUSINESS	0012401034971	0012401034971402 032223	143.00	
COX BUSINESS	0012401047131	0012401047131901 032323	82.79	
LUMEN	633103247	74754376 032323	.24	
01-4150-5110 COMPUTER NETWORK				
CIVICPLUS LLC	257373	MUNICODE WEB CIVIC OPEN RENEWAL	5,200.00	
01-4150-5150 COMMUNICATIONS				
COPY CENTER LLC	2643	AVALANCHE POSTERS	180.00	
COPY CENTER LLC	2655	FLOOD MAILER, POSTAGE	1,311.60	
01-4150-5200 UTILITIES				
CITY OF KETCHUM	MARCH 2023	360	56.39	
CITY OF KETCHUM	MARCH 2023	208	401.05	
CITY OF KETCHUM	MARCH 2023	772	66.88	
CITY OF KETCHUM	MARCH 2023	9994	188.14	
INTERMOUNTAIN GAS	44919030005 0	44919030005 032723	66.59	
INTERMOUNTAIN GAS	76053745030 0	476053745030 032723	935.11	
Total ADMINISTRATIVE SERVICES:			12,614.37	
LEGAL				
01-4160-4270 CITY PROSECUTOR				
ALLINGTON, ESQ., FREDERICK	120297	Monthly Prosecutor Payment	3,883.33	
Total LEGAL:			3,883.33	
PLANNING & BUILDING				
01-4170-3200 OPERATING SUPPLIES				
ATKINSONS' MARKET	04655615	CHEESE, CHIPS, SODA, LA CROIX	53.60	
ATKINSONS' MARKET	054652294	VEGGIE PLATTER, CHEESE, MANDARINS, LA CROIX	53.33	
BIGWOOD BREAD, LLC	176662	CONTRACTOR COMMUNITY MEETING LUNCH	654.78	
ULINE	161621967	DELUXE PLASTIC SANDWICH BOARDS	449.83	
01-4170-4210 PROFESSIONAL SERVICES - IDBS				
DIVISION OF OCCUPATIONAL	MARCH 2023	MARCH 23 BUILDING PERMIT FEE	31,777.25	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO				
COPY CENTER LLC	2655	HEARING NOTICE	182.00	
Total PLANNING & BUILDING:			33,170.79	
NON-DEPARTMENTAL				
01-4193-4250 BLAINE CITY TOUR				
R&R CATERING	CITY TOUR	CITY TOUR CATERING	1,843.05	
01-4193-6500 CONTRACT FOR SERVICE				
BLAINE COUNTY TREASURER	6	SUSTAINABILITY CONTRACT FY 23	22,200.49	23016
Total NON-DEPARTMENTAL:			24,043.54	
FACILITY MAINTENANCE				
01-4194-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1017439	38950 033123	563.74	
01-4194-4200 PROFESSIONAL SERVICES				
CEM AQUATICS	11000	PENTAIR PUMP	1,954.74	
BASELINE INC	13375-20231	VOIDED IN ERROR	398.00	
PAPPAS PUMPING & SEPTIC SER	1840	SEWER JETTER UNCLOG	300.00	
01-4194-5200 UTILITIES				
CITY OF KETCHUM	MARCH 2023	1127	14.55	
CITY OF KETCHUM	MARCH 2023	9995	43.65	
CITY OF KETCHUM	MARCH 2023	532	60.15	
CITY OF KETCHUM	MARCH 2023	560	14.55	
CITY OF KETCHUM	MARCH 2023	536	43.65	
CITY OF KETCHUM	MARCH 2023	9991	57.65	
CITY OF KETCHUM	MARCH 2023	456	14.55	
CITY OF KETCHUM	MARCH 2023	1245	41.85	
CITY OF KETCHUM	MARCH 2023	9996	56.40	
IDAHO POWER	2201272487 03	2201272487 032323	244.14	
IDAHO POWER	2203538992 03	2203538992 032323	35.78	
INTERMOUNTAIN GAS	32649330001 0	130 S 1 AVE	37.30	
INTERMOUNTAIN GAS	65669030002 0	65669030002 032723	9.79	
01-4194-5300 CUSTODIAL & CLEANING SERVICES				
WESTERN BUILIDNG MAINTEN	0139000-IN	Monthly Janitorial Service-MARCH 23	3,637.00	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
CHATEAU DRUG CENTER	2681389	BULBS	56.96	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
CITY OF KETCHUM	MARCH 2023	192	341.12	
GEM STATE PAPER & SUPPLY	1092991-01	ANTIBACTERIAL HAND SOAP	78.66	
GEM STATE PAPER & SUPPLY	1092991-02	ANTIBACTERIAL HAND SOAP	39.33	
IDAHO POWER	2202522062 03	2202522062 032323	578.82	
INTERMOUNTAIN GAS	17499804809 0	17499804809 032723	534.23	
MOUNTAIN FIRE SPRINKLER	3152	STARBUCK ANNUAL INSPECTIONS	275.00	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
A.C. HOUSTON LUMBER CO.	2303-552628	FASTENERS	94.73	
IDAHO POWER	2226452353 03	2226452353 032823	26.81	
CHRISTENSEN INC.	1017439	38950 033123-CARD 263755	119.40	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI				
RIVER RUN AUTO PARTS	6538-189127	WIPER BLADES	16.95	
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ				
HIGH DESERT BOBCAT	P05349	TIE ROD ASSY	275.97	
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2303-554685	CABLE TIE MOUNT, DUCT TAPEM HOSE KIT	48.97	
A.C. HOUSTON LUMBER CO.	2303-555295	STANLEY SQUARE	13.99	
A.C. HOUSTON LUMBER CO.	2303-555771	MUD PAN, SPONGE, TAPING KNIFE, DRYWALL TROWEL	100.91	
CHATEAU DRUG CENTER	2671882	LUGGAGE LOCK	8.54	
CHATEAU DRUG CENTER	2683997	CABLE TIE, GROMMET KIT	14.23	
CHATEAU DRUG CENTER	2684730	KEY MADE	15.45	
IDAHO LUMBER & HARDWARE	940725	NAIL GUN, FRAMING NAILER	406.98	
RIVER RUN AUTO PARTS	6538-188914	COUPLERS	30.08	
RIVER RUN AUTO PARTS	6538-188918	COUPLER PLUG	6.50	
RIGHT BRAIN UNLIMITED LLC	32002	NATURE DOG DISPENSER KIT	797.19	
Total FACILITY MAINTENANCE:			11,408.31	
POLICE				
01-4210-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1017453	39060 033123	449.41	
01-4210-3620 PARKING OPS EQUIPMENT FEES				
CALE AMERICA, INC.	174132	MAR 2023 CEO2 PRO ACTIVE METERS	176.01	
01-4210-4250 PROF.SERVICES-BCSO CONTRACT				
BLAINE COUNTY CLERK/RECOR	201063	BCSO Law Enforcement Services	145,144.75	
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
DICK YORK'S AUTO SERVICE	93027	SWITCH REMOVE/REPLACE	175.60	
Total POLICE:			145,945.77	
FIRE & RESCUE				
01-4230-3200 OPERATING SUPPLIES FIRE				
CHATEAU DRUG CENTER	2603685	MEMO BOOKS, COMPOSITION SHEETS & LEGAL PAD	9.93	
CHATEAU DRUG CENTER	2635943	MISCELLANEOUS	10.99	
DAVIS EMBROIDERY INC.	42116	PATCH MAINTENANCE	233.00	
GEM STATE PAPER & SUPPLY	1091094	XTREME WASH AND WAX 4 GL	33.75	
GEM STATE PAPER & SUPPLY	1091094-01	TOP DRAW 12 GALLON	23.35	
SEAWESTERN	INV18279	ELKHART BRASS XD HANDLINE NOXXLE & ELKHART BRASS 1.5" XD SHUTOFF	2,082.22	
SEAWESTERN	INV19127	ELKHART CHIEF XD TIP & ELKHART BRASS 1.5" XD SHUTOFF	1,857.88	
SEAWESTERN	INV21730	KEY FIRE HOSE	1,440.08	
01-4230-3210 OPERATING SUPPLIES EMS				
CHATEAU DRUG CENTER	2603685	MEMO BOOKS, COMPOSITION & LEGAL PAD	9.92	
CHATEAU DRUG CENTER	2635943	MISCELLANEOUS	11.00	
GEM STATE PAPER & SUPPLY	1091094	XTREME WASH AND WAX 4 GL	33.75	
GEM STATE PAPER & SUPPLY	1091094-01	TOP DRAW 12 GALLON	23.34	
HENRY SCHEIN	22244632	SODIUM BICARB CREDIT	202.88-	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
HENRY SCHEIN	35755997	ASPIRIN, NALOXONE & SODIUM CHLORIDE	167.90	
HENRY SCHEIN	35976062	NEEDLE DECOMPRESSION	81.10	
PRIMARY PHARMACEUTICALS	NOS27535	GLUCAGON	1,471.35	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
CHRISTENSEN INC.	1017305	37267 033123	296.78	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
CHRISTENSEN INC.	1017305	37267 033123	296.78	
01-4230-4900 TRAINING/TRAVEL/MTG FIRE				
MINIDOKA MEMORIAL HOSPITA	13-03995	E-CARD BLS & HEARTSAVER CPR AED	1,200.00	
01-4230-4920 TRAINING-FACILITY				
A.C. HOUSTON LUMBER CO.	2303-558153	ICE MELT	60.00	
COX BUSINESS	0012401047339	0012401047339201 022723	99.79	
01-4230-5100 TELEPHONE & COMMUNICATION FIRE				
MTE COMMUNICATIONS	056983 040123	056983 040123	30.25	
COX BUSINESS	0012401049446	0012401049446101 022623	123.67	
01-4230-5110 TELEPHONE & COMMUNICATION EMS				
MTE COMMUNICATIONS	056983 040123	056983 040123	30.25	
COX BUSINESS	0012401049446	0012401049446101 022623	123.67	
WHITE CLOUD	103839	DC NOISE FILTER INTO BK VHF MOBILE POWER IN KA22	191.00	
01-4230-5200 UTILITIES				
CITY OF KETCHUM	MARCH 2023	2307	150.10	
INTERMOUNTAIN GAS	26223127833 0	2622312783 032723	2,701.97	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
A.C. HOUSTON LUMBER CO.	2302-545694	FASTENERS	8.97	
A.C. HOUSTON LUMBER CO.	2303-556799	SPRAY PAINT	3.50	
RIVER RUN AUTO PARTS	6538-189105	BATTERY	79.98	
RIVER RUN AUTO PARTS	6538-189288	KA22 OIL CHANGE	36.34	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
A.C. HOUSTON LUMBER CO.	2302-545694	FASTENERS	8.97	
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ				
A.C. HOUSTON LUMBER CO.	2303-556799	SPRAY PAINT	3.49	
RIVER RUN AUTO PARTS	6538-189105	BATTERY	79.97	
RIVER RUN AUTO PARTS	6538-189288	KA22 OIL CHANGE	36.33	
01-4230-6900 OTHER PURCHASED SERVICES FIRE				
ESO SOLUTIONS INC.	ESO-104821	FIRE & EMS PACKAGE CAD INTEGRATION & GOOGLE MAPS ADD-ON	402.08	
01-4230-6910 OTHER PURCHASED SERVICES EMS				
ESO SOLUTIONS INC.	ESO-104821	FIRE & EMS PACKAGE CAD INTEGRATION & GOOGLE MAPS ADD-ON	402.08	
Total FIRE & RESCUE:			13,652.65	
STREET				
01-4310-3200 OPERATING SUPPLIES				
D & B SUPPLY INC.	29563	PANTS, SHOES	254.97	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
WAKE UP AND LIVE, INC.	13218	Snow Crew Breakfast	185.24	
WOOD RIVER WELDING, INC.	183452	METAL FOR CSO PARKING CAMERA	79.62	
01-4310-3400 MINOR EQUIPMENT				
A.C. HOUSTON LUMBER CO.	2304-558968	PUMP SPRAYER	39.99	
NAPA AUTO PARTS	139204	CHAIN HOIST	45.99	
RIVER RUN AUTO PARTS	6538-189091	FUNNELS	12.98	
01-4310-3500 MOTOR FUELS & LUBRICANTS				
WEX BANK	88238111	Fuel Purchases FEB/MARCH	8,397.69	
CHRISTENSEN INC.	1017306	37269 033123	4,757.91	
01-4310-4200 PROFESSIONAL SERVICES				
CITY OF KETCHUM	6472	BUILDING PERMIT FEES-260 10TH ST	229.14	
LUNCEFORD EXCAVATION, INC.	14449	Snow HAUL 031723	20,545.00	
WESTERN STATES CAT	IN002340396	WINTER 22-23 DOZER RENTAL-ADDITIONAL	5,988.50	23019
01-4310-5200 UTILITIES				
CITY OF KETCHUM	MARCH 2023	9999	57.65	
CITY OF KETCHUM	MARCH 2023	9993	100.72	
INTERMOUNTAIN GAS	32649330001 0	200 E 10ST	1,334.19	
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	405.67	
INTERMOUNTAIN GAS	49439330009 0	49439330009 032723	395.86	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
FASTENAL COMPANY	IDJER106440	NUTS & BOLTS- PLOW BLADES	275.18	
FASTENAL COMPANY	IDJER106511	NUTS FOR PLOW WING BLADE	87.12	
SRM-KODIAK AMERICA LLC	K46	MONITOR -BLOWER	2,628.24	
SRM-KODIAK AMERICA LLC	K579	Blower SERVICE CALL	220.00	
OWEN EQUIPMENT	00110871	AXLE INNER RH	3,504.56	
RIVER RUN AUTO PARTS	6538-189090	DIESEL EXHAUST FLUID	173.70	
UTILITY TRAILER SALES OF BOI	89585PB	OSHKOSH PLOW PARTS	2,515.71	
WESTERN STATES CAT	CM00145499	RADIATOR RETURN	3,475.46-	
WESTERN STATES CAT	IN002344192	RADIATOR	3,475.46	
01-4310-6910 OTHER PURCHASED SERVICES				
ALSCO - AMERICAN LINEN DIVI	LBOI2069156	200 10TH ST	41.64	
ALSCO - AMERICAN LINEN DIVI	LBOI2072772	200 10TH ST	41.64	
CINTAS	5151859149	MEDICINE CABINET SERVICES-STREET DEPT	62.77	23060
NORCO	37379313	CYLINDER RENTAL	258.85	
SENTINEL FIRE & SECURITY, IN	86120	MONITORING-260 10TH ST	87.00	
SENTINEL FIRE & SECURITY, IN	86233	FIRE ALARM MONITORING -200 E 10TH ST	87.00	
TREASURE VALLEY COFFEE INC	2160:09021187	COFFEE, HOT CHOC, SUGAR, TEA	104.60	
01-4310-6930 STREET LIGHTING				
IDAHO POWER	2200749261 03	2200749261 032523	389.33	
IDAHO POWER	2201013857 03	2201013857 032323	25.36	
IDAHO POWER	2203855230 03	2203855230 032323	71.75	
IDAHO POWER	2204535385 03	2204535385 032323	81.30	
IDAHO POWER	2206773224 03	2206773224 032323	9.37	
IDAHO POWER	2207487501 03	2207487501 032323	8.10	
01-4310-6950 MAINTENANCE & IMPROVEMENTS				
A.C. HOUSTON LUMBER CO.	2304-558549	WOOD LATH FIR	49.00	
LUTZ RENTALS	140700-1	Propane	33.86	
LUTZ RENTALS	140935-1	Propane	26.05	
SAGE SUPPLY INC	23-39418	ASPHALT COLD PATCH	2,724.80	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total STREET:			56,338.05	
RECREATION				
01-4510-3100 OFFICE SUPPLIES & POSTAGE				
BUSINESS AS USUAL INC.	161951	PAINT, ERASERS, PENCIL	15.90	
01-4510-3200 OPERATING SUPPLIES				
SYSCO	240268761	CHICKEN, CORNDOGS, POTATOES,CRACKERS, KETCHUP, BREAD ETC	54.75	
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY				
ATKINSONS' MARKET	03656144	PEETS, ORANGES, ONIONS, HALF AND HALF	35.81	
ATKINSONS' MARKET	04652835	FRUIT, BROWN SUGAR, GARBANZOS ETC	42.27	
SYSCO	240268761	CHICKEN, CORNDOGS, POTATOES, CRACKERS, KETCHUM, BREAD ETC	695.54	
01-4510-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
COSTCO WHOLESALE	0001118445692	Costco Membership - John Kearney	60.00	
01-4510-5200 UTILITIES				
INTERMOUNTAIN GAS	31904030009 0	31904030009 032723	271.74	
Total RECREATION:			1,176.01	
Total GENERAL FUND:			302,232.82	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-4200 PROFESSIONAL SERVICES				
SUN VALLEY EVENTS	1025	APRIL 2023 WAGON DAYS CONTRACT INSTALLMENT	4,642.50	23063
Total WAGON DAYS EXPENDITURES:			4,642.50	
Total WAGON DAYS FUND:			4,642.50	
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7100 SUN VALLEY RD MILL & OVERLAY				
COPY CENTER LLC	2643	SV RD CARDS, POSTERS	296.00	
Total GENERAL CIP EXPENDITURES:			296.00	
Total GENERAL CAPITAL IMPROVEMENT FD:			296.00	
ADDITIONAL1%-LOT FUND				
ADDITIONAL 1%-LOT				
25-4910-4220 SUN VALLEY AIR SERVICE BOARD				
SUN VALLEY AIR SERVICE BOA	040323	February MOS 2023	322,928.51	
Total ADDITIONAL 1%-LOT:			322,928.51	
Total ADDITIONAL1%-LOT FUND:			322,928.51	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
CITY/COUNTY HOUSING				
CITY/COUNTY HOUSING EXPENSE				
54-4410-3200 LIFT TOWER LODGE OPERATIONS				
RIVER RUN AUTO PARTS	6538-189046	MIS TOWELS	15.00	
54-4410-4200 PROFESSIONAL SERVICES				
BLAINE COUNTY HOUSING	03312023	IDAHO POWER LTL REIMBURSEMENT	5,747.56	
54-4410-4210 LEASE TO LOCALS INSENTIVES				
FLORESCU, PATRICIA ELENA	LTL 042723	LTL INITIAL PAYMENT	2,250.00	
54-4410-4220 EMERGENCY HOUSING				
CONNELLY, CARISSA	040623	ALBERTSONS-SHOVELS	12.70	
CONNELLY, CARISSA	040623	LL GREENS-KEY	5.29	
CONNELLY, CARISSA	040623	ALBERTSONS-ICE MELT	26.49	
IRISH ELECTRIC	34123	SERVICE CALL- POWER @ SHELTER	220.00	
IRISH ELECTRIC	34223	SERVICE CALL- POWER @ TOWN SQUARE DUMPSTER	470.00	
WILLIAMS FAMILY TRUST	033123	UTILITIES FOR 801 N MAIN ST HAILEY	873.31	
54-4410-5200 LIFT TOWER LODGE UTILITIES				
CITY OF KETCHUM	MARCH 2023	59	187.45	
INTERMOUNTAIN GAS	08335990225 0	08335990225 032723	120.08	
COX BUSINESS	0012401037719	0012401037719502 031923	81.99	
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT				
A.C. HOUSTON LUMBER CO.	2303-553312	SLANT NAIL JOIST, SCREWS, BITS, JOINT COMPOUND	782.63	
A.C. HOUSTON LUMBER CO.	2303-555298	GEORGIAN DBOLT	52.99	
A.C. HOUSTON LUMBER CO.	2303-556198	WOOD SCREW, PLASTIC BUCKET, MIXER, SPONGE, SCOOP	50.84	
A.C. HOUSTON LUMBER CO.	2304-560963	WALL PATCHES, DRYWALL	53.87	
CHATEAU DRUG CENTER	2683489	CLIPS, MOUSE TRAP, DUST PAN, SPONGE, 409	40.33	
FASTENAL COMPANY	IDJER106752	9V PROCELL ALK BTRY	16.34	
IDAHO LUMBER & HARDWARE	941518	MOULDING LATTICE,CASING	54.60	
IDAHO LUMBER & HARDWARE	941519	DRILL BIT, SWITCHS, PLATESM CONNECTORS, ECT	276.78	
IDAHO LUMBER & HARDWARE	941521	NAIL FINISH	59.99	
L.L. GREEN'S HARDWARE	B404856	CABLE STAPLES	4.48	
SPENCE ELECTRIC	1592	UPDATE SWITCHES/OUTLESTS IN LTL	2,617.40	
Total CITY/COUNTY HOUSING EXPENSE:			14,020.12	
Total CITY/COUNTY HOUSING:			14,020.12	
WATER FUND				
WATER EXPENDITURES				
63-4340-3200 OPERATING SUPPLIES				
ALSCO - AMERICAN LINEN DIVI	IBOI2072780	110 RIVER RANCH RD - WATER	60.59	
ALSCO - AMERICAN LINEN DIVI	LBOI2072778	110 RIVER RANCH RD - ADMIN	24.26	
DAVIS EMBROIDERY INC.	42083	Utilities Department Stickers	131.13	
LUTZ RENTALS	141044-1	Propane	23.44	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1017308	37271 - Water Dept	442.81	
63-4340-4200 PROFESSIONAL SERVICES				
OPAL ENGINEERING, PLLC	311	ENGINEERING CONTRACT FOR WATER AND WW		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
		DESIGN	1,050.00	22105
63-4340-5100 TELEPHONE & COMMUNICATIONS				
AT&T MOBILITY LLC	287318858311	287318858311 - Water	90.57	
63-4340-5200 UTILITIES				
IDAHO POWER	2202458903 03	2202458903 110 RIVER RANCH RD WATER DEPT	853.80	
IDAHO POWER	2203658592 03	2203658592 032823	6,261.68	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	70.92	
63-4340-6000 REPAIR & MAINT-AUTO EQUIP				
RIVER RUN AUTO PARTS	6538-189265	SEAT COVERS	267.95	
RIVER RUN AUTO PARTS	6538-189302	TURN LAMP	10.94	
RIVER RUN AUTO PARTS	6538-189351	FLOOR MATTS	139.95	
RIVER RUN AUTO PARTS	6538-189408	Seat Covers	365.92	
Total WATER EXPENDITURES:			9,793.96	
Total WATER FUND:			9,793.96	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-3200 OPERATING SUPPLIES				
ALSCO - AMERICAN LINEN DIVI	LBOI2072778	110 RIVER RANCH RD - ADMIN	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2072779	110 RIVER RANCH RD - WASTEWATER	136.40	
ATKINSONS' MARKET	03655476	CLEANING SUPPIES	14.70	
ATKINSONS' MARKET	03655597	Distilled Water	15.33	
GO-FER-IT	119134	Water Samples	25.20	
PLATT ELECTRIC SUPPLY	3Z57674	LGD LED - 8017E50 - G2 20W A21	156.14	
UPS STORE #2444	MMN7FR5T4Z	WATER SAMPLES	14.06	
UPS STORE #2444	MMN7FR5V1	WATER SAMPLES	14.01	
65-4350-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1017307	37270 - Wastewater	566.55	
65-4350-3800 CHEMICALS				
THATCHER COMPANY, INC.	2023100109902	ALUMINUM SULFATE	5,176.41	23004
THATCHER COMPANY, INC.	2023100109902	ALUMINUM SULFATE	2,608.02	23073
65-4350-4200 PROFESSIONAL SERVICES				
QUALITY CONTROL SERVICES, I	70491	Equipment Calibration	1,390.00	
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG				
HEYREND, JAMES	777611	REIMBURSEMENT - OPERATOR LICENSE EXAM	25.00	
65-4350-5200 UTILITIES				
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD GRIT BLDG	692.25	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD SLUDGE LOADING BLDG	215.51	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD C	821.71	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	70.91	
INTERMOUNTAIN GAS	5820868855 03	110 RIVER RANCH RD MECHANICAL BAR SCREE	121.66	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
STANDARD PLUMBING SUPPLY	TRJ767	50 GAL ELEC HTR 6YR	593.12	
WESTERN STATES CAT	IN002345088	EXTENDER	93.72	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
CHRISTENSEN INC.	1017307	37270 - Wastewater	65.76	
Total WASTEWATER EXPENDITURES:			12,840.72	
Total WASTEWATER FUND:			12,840.72	
WASTEWATER CAPITAL IMPROVE FND				
WASTEWATER CIP EXPENDITURES				
67-4350-7809 ENERGY EFFICIENCY PROJECTS				
PLATT ELECTRIC SUPPLY	3Z59329	LGD RP - LBI	1,213.47	
67-4350-7813 CAPITAL IMP PLAN(NO SHARING)				
S&P GLOBAL RATINGS	11451980	ANALYTICAL SERVICES	21,500.00	23084
Total WASTEWATER CIP EXPENDITURES:			22,713.47	
Total WASTEWATER CAPITAL IMPROVE FND:			22,713.47	
Grand Totals:			689,468.10	

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

MEETING AGENDA MEMO

Meeting Date: April 17, 2023 Staff Member/Dept: Shellie Gallagher / Treasurer

Agenda Item: Recommendation to Receive and File Treasurer’s Monthly & Quarterly Financial Reports

Recommended Motion:

I move to receive and file the Treasurer’s financial reports.

Reasons for Recommendation:

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer “render an accounting to the city council showing the financial condition of the treasury at the date of such accounting.”
Idaho State Statute 50-1011 establishes an additional requirement for a quarterly financial report “indicating salaries, capital outlay and a percentage comparison to the original appropriation.” Such quarterly reports require publication on the City website within 30 days of the end of the quarter pursuant to 50-208. Finally, 50- 708 creates the requirement that “at least once in each quarter of each year, the council shall examine by review of a quarterly treasurer’s report included upon the city council agenda the accounts and doings subject to management by the chief financial officer of the city.”

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

Sustainability Impact:

There is to sustainability impact to this reporting.

Financial Impact:

There is no financial impact to this reporting.

Attachments:

- 1. Monthly Financial Report
2. Quarterly Financial Report

FY 2023

6-month review

Monthly Financial Reports

As of March 31, 2023



General Fund



General Fund

REVENUES		FY23	FY22
Approved Budget	\$ 12,497,061		
Collected YTD	\$ 7,550,398	60%	51%
Remaining	\$ 4,946,664	40%	49%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 12,497,061		
Spent YTD	\$ 6,328,895	51%	46%
Remaining	\$ 6,168,168	49%	54%
NET POSITION	\$ 1,221,503		
Fund Balance FY22	\$ 5,763,011		
<i>17% restricted by council</i>	\$ (2,214,457)		
Fund Balance unrestricted	\$ 3,548,554		



General Fund – Budget Amendments

1	#22813 Ambulance Contract Blaine Co	01-3320-8600		241,062
2	#22813 Ambulance Storage	01-3320-8610		36,000
3	KURA Reimbursement City Staff	01-3700-8798		52,739
4	Emergency Housing one-time transfer	01-3700-9000		250,000
5	Increase Budget from Fund Balance to balance	01-3700-9000		386,396
6	Planning & Building Fees over budget anticipated	various		430,000
7	Refund Clear Creek for over billing franchise agreement	01-3700-3600		35,000
8	Refund Blaine Co Sheriff FY2021	01-3700-3600		105,932
9	Refund Blaine Co Sheriff FY2022	01-3700-3600		147,870
10	Special Fire Fees (rate adjustments) over budget	01-3400-2250		49,626
11	Resort Cities Lobbyist	01-3700-3610		14,000
12	Blaine City Tour	01-3700-3650		8,000
13	Interest on investments LGIP over budget	01-3700-1000	175,000	133,534
14	Communications one time anticipated	01-4150-5150		(34,151)
15	Comp & Zoning Plan one-time anticipated	01-4170-4200		(80,000)
16	KURA Reimbursement City Staff	01-4193-1000		(100,266)
17	Blaine City Tour(reimbursed)	01-4193-4250		(8,000)
18	#23016 Blaine Co Sustainability	01-4193-6500		(88,802)
19	Transfer to CIP Blaine Co refunds FY2020 & FY2021	01-4193-8803		(253,802)
20	Transfer to City/County Housing	01-4193-8804		(266,349)
21	FY2022 KURA Reimburse In-Lieu fees transferred funds FY2023	01-4193-8810		(201,061)
22	Emergency Housing Transfer	01-4193-8805		(250,000)
23	#23032 Irish Electric (city hall HVAC)	01-4193-9930		(4,860)
24	#23033 Thorton Heating (city hall HVAC)	01-4193-9930		(21,961)
25	#23039 Lobbyist	01-4193-9930		(25,000)
26	#22813 Fire & Rescue New Ambulance FTE/ FAM Benies	01-4230-1000		(31,906)
27	#22813 Sean Dumke Firefighter/para ambulance	01-4230-1000		(88,094)
28	#22813 Fire & Rescue OT & Paid on call	01-4230-1500		(121,062)
29	#22813 Paramedic Certification	01-4230-4900		(5,200)
30	#23048 BD Financial Consulting	01-4150-4200		(15,000)
31	Streets snow hauling and staff time anticipated	01-4310-4200		(253,645)
32	Street overtime	01-4310-1000		(41,000)



Fiscal Year 2023 | 6 Month Review

General Fund – Streets & Facilities Dept. Budget Amendments

Professional Services	
Additional snow hauling & fuel	\$ 185,645 (S) + \$ 31,000 (F)
Dozers	\$ 12,000
Summer flaggers/misc.	\$ 25,000
Estimated Total Professional SVC:	= \$ 253,645

Overtime	
Overtime – snow hauling	\$ 15,000
Chip seal	\$ 15,000
Wagon Days/misc.	\$ 11,000
Estimated Total OT:	= \$ 41,000



Fiscal Year 2023 | 6 Month Review

Capital Improvement Fund

REVENUES		FY23	FY22
Approved Budget	\$ 2,549,374		
Collected YTD	\$ 898,085	48%	76%
Fund Balance Planned Use	\$ 418,246		
Remaining	\$ 1,233,043	52%	24%
<i>*Warm Springs Preserve transfer \$1,000,000 is budgeted, won't happen until FY24</i>			
EXPENDITURES		FY23	FY22
Approved Budget	\$ 2,549,374		
Spent YTD	\$ 486,859	19%	16%
Remaining	\$ 2,062,515	81%	84%
NET POSITION	\$ 829,472		
Fund Balance FY22	\$ 2,418,246		
Less Reserved	\$ (1,000,000)		
FY22 Uncompleted Projects	\$ 1,418,246		



Capital Improvement Fund – FY23 Key Projects

- Main Street Sidewalks current budget of \$374,100
 - ITD will not be able to advance the schedule
 - We can repurpose \$224,000, leaving remainder for design completion
- Misc. Sidewalks current budget of \$222,000
 - Reimbursement of new sidewalk section on 1st Ave with development (Consign Design) = \$43,167
 - 5th Street (alley to Leadville)
 - Engineer's estimate = \$184,400
 - Currently soliciting bids (anticipating higher than the estimate)



Fiscal Year 2023 | 6 Month Review

Capital Improvement Fund – FY23 Key Projects

- 4th Street paver rebuild and repair
 - Bid to complete full corridor = \$929,046
 - Scope reduction (East Ave to Main Street except Hotdog Hill) = \$460,144
 - Impact to sundial





Fiscal Year 2023 | 6 Month Review

Capital Improvement Fund – FY23 Key Projects





Capital Improvement Fund – FY23 Key Projects

- Sun Valley Road

Total cost*	\$ 2,554,494
Budgeted amount	\$ 2,351,135
Difference if all contingency expended	\$ 203,359
*assumes KURA participation	\$ 481,670

- ~\$96,593 remains unspent in contingency



Capital Improvement Fund – FY23 Key Projects

- FY24 CIP – full update on May 1st

Anticipated project(s) cost	~\$ 3,000,000
EX: East Avenue	
• Mill & inlay	\$ 1,051,000
• Full rebuild	\$ 1,345,982
• Heavier chipseal/fog spray treatment	\$ 88,300
Anticipating KURA fund request for public parking	TBD



Capital Improvement Fund – Budget Amendments

Revenue	1	Transfer from GF Blaine County Refund FY21 & FY22	03-3700-8701	253,802
	2	IDAHO POWER FRANCHISE	03-3100-6100	291,000
	3	IMPACT FEES	03-3400-72__	32,138
	4	INTEREST EARNINGS	03-3700-1000	63,316
	6	Transfer from LOT fund balance	03-3700-8722	400,000
	5	Transfer from Fire GO Bond for equipment	03-3700-8705	115,000
	6	URA FUNDING	03-3700-8798	418,670
Expense	7	Loader Cat 950 unanticipated repair	03-4310-7110	(10,970)
	8	Sun Valley Road Completion	03-4310-7100	(430,016)
	9	#23055 First Due (Fire Inspection Software)	03-4193-7200	(11,800)
	10	#23081 Tool Cat	03-4193-7610	(48,397)
	11	#23066 #2 Blower Head	03-4310-7120	(131,000)
	12	#23086 Pistenbully 200 Edge	03-4194-7620	(40,000)
	13	Sidewalks	03-4193-7110	(400,000)

LOT Analysis



Fiscal Year 2023 | 6 Month Review

Local Option Tax

REVENUES		FY23	FY22
Approved Budget	\$ 2,886,469		
Collected YTD	\$ 2,009,471	71%	78%
Remaining	\$ 836,999	29%	22%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 2,846,469		
Spent YTD	\$ 1,700,663	60%	58%
Remaining	\$ 1,145,806	40%	42%
*one-time NGO contracts have been paid			
NET POSITION	\$ 308,808		
Fund Balance FY22	\$ 400,563		



Fiscal Year 2023 | 6 Month Review

Local Option Tax

Revenue	1	Transfer from Additional 1% LOT for Admin Costs	22-3700-8725	66,247
	2	Interest on investments LGIP over budget	22-3700-1000	5,223
Expense	3	Lot Fund Transfer to GF CIP one-time	22-4910-8803	(131,128)
	4	Mountain Rides one-time	22-4910-6080	(242,000)
	5	SVED one-time	22-4910-6070	(15,000)
	6	Idaho Dark Sky Alliance one-time	22-4910-6075	(2,500)
	7	Friends of the Sawtooth Nation FSAC one-time	22-4910-6085	(4,000)
	8	Mountain Humane one-time	22-4910-6095	(4,500)

In-Lieu Housing Fund



Fiscal Year 2023 | 6 Month Review

In-Lieu Housing Fund

REVENUES		FY23	FY22
Approved Budget	\$ 305,000		
Budget Amendment	\$ 2,336,256		
Collected YTD	\$ 473,258		
Fund Balance Assigned	\$ 2,366,256	107%	112%
Remaining	\$ (168,258)	0%	
EXPENDITURES		FY23	FY22
Approved Budget	\$ 305,000		
Budget Amendment	\$ 2,366,256		
Spent YTD	\$ 768,449	29%	3%
Remaining	\$ 1,902,807	71%	97%
NET POSITION	\$ 2,071,065		
Fund Balance FY22	\$ 2,366,256		

reserved for Blue Bird Village will amend FY23



Fiscal Year 2023 | 6 Month Review
In-Lieu Housing Fund

Revenue

1 Fund Balance Amend		2,366,256
2 Interest on investments LGIP	52-3700-1000	22,888
3 Housing In-Lieu anticipated	52-3700-7500	969,750
4 Bluebird #2 payment	52-4410-7116	(768,449)

Committed to Bluebird	\$ 3,300,000
Payments to date	\$ 1,320,000
Current balance	\$ 2,065,703
Expected new revenues	\$ 969,750
FY23 next Bluebird payment	\$ 1,320,000
FY24 final Bluebird payment	\$ 660,000
Projected ending balance	\$ 1,055,453
WA Street – KURA request	\$ 1,500,000

City County Housing Fund



Fiscal Year 2023 | 6 Month Review
City County Housing Fund

REVENUES		FY23	FY 2022
Approved Budget	\$ 848,349		
Collected YTD	\$ 217,080	94%	65%
Fund Balance	\$ 582,000		
Remaining	\$ 49,269	6%	35%
EXPENDITURES		FY23	
Approved Budget	\$ 848,349		
Spent YTD	\$ 350,799	41%	15%
Remaining	\$ 497,549	59%	85%
NET POSITION	\$ 448,281		
Fund Balance FY22	\$ 552,000		



Fiscal Year 2023 | 6 Month Review

City County Housing Fund

Revenue	1	City Transfer Contingency for Emergency Housing	54-3700-8701	250,000
	2	Lift Tower Lodge Rents	54-3700-2000	110,556
	3	Blaine County for Housing ARPA	54-3700-3600	60,000
	4	#22831 Blaine County for Housing	54-3700-3600	151,185
Expense	5	#20638 Nested extension	54-4410-4200	(15,750)
	6	Housing Amend Budget for added expenses	various	(340,481)
	7	Lift Tower Lodge operations	54-3700-5900	(110,556)
	8	Prog Admin & Prog Blaine County reimbursed #22831	various	(98,393)
	9	#23075 Wilro Plumbers LTL	54-4410-3200	(6,300)
	10	BCHA Contribution from the city	54-4410-8000	(45,000)

Enterprise Funds






Fiscal Year 2023 | 6 Month Review
Enterprise Fund – Water

REVENUES		FY23	FY22
Approved Budget	\$ 2,815,101		
Collected YTD	\$ 994,754	50%	31%
Fund Balance	\$ 421,833		
Remaining	\$ 1,398,514	50%	69%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 2,815,101		
Spent YTD	\$ 979,508	35%	34%
Remaining	\$ 1,835,593	66%	66%
NET POSITION	\$ 419,006		
Fund Balance FY22	\$ 1,337,512		



Fiscal Year 2023 | 6 Month Review
Enterprise Fund – Water

Usage History				
Year	Water Usage	%	Water Revenue	%
2020	91,740,000	-13%	\$ 548,893	-6%
2021	 120,507,000	24%	\$ 619,793	11%
2022	107,779,000	-12%	\$ 589,550	-5%
2023	 114,230,000	6%	 \$ 724,580	19%



Fiscal Year 2023 | 6 Month Review
Enterprise Fund – Water

Revenue	1	Interest on investments LGIP	63-3700-1000	30,126
Expense	2	Wood River Resource CD	63-4340-4300	(41,128)



Fiscal Year 2023 | 6 Month Review
Enterprise – Water CIP

REVENUES		FY23	FY22
Approved Budget	\$ 559,000		
Collected YTD	\$ 336,199	60%	68%
Remaining	\$ 222,801	40%	32%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 559,000		
Spent YTD	\$ 299,962	54%	47%
Remaining	\$ 260,327	46%	53%
NET POSITION	\$ 36,237		
Fund Balance FY22	\$ 556,762		



Fiscal Year 2023 | 6 Month Review

Enterprise – Water CIP

Revenue

1	Interest on investments LGIP	64-3700-1000	7,992
2	Connection Fees	64-3400-7200	30,982



Fiscal Year 2023 | 6 Month Review

Enterprise Fund – Wastewater

REVENUES		FY23	FY22
Approved Budget	\$ 6,868,120		
Collected YTD	\$ 1,716,814	55%	36%
Fund Balance	\$ 1,352,198		
Remaining	\$ 3,799,108	45%	64%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 6,868,120		
Spent YTD	\$ 3,115,121	45%	43%
Remaining	\$ 3,752,999	55%	57%
NET POSITION	\$ 46,109		
Fund Balance FY22	\$ 1,484,358		



Fiscal Year 2023 | 6 Month Review

Enterprise – Wastewater CIP

REVENUES		FY23	FY22
Approved Budget	\$ 4,248,090		
Collected YTD	\$ 2,136,616	50%	54%
Remaining	\$ 2,111,474	50%	46%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 4,248,090		
Spent YTD	\$ 123,950	3%	5%
Remaining	\$ 4,124,139	95%	95%
NET POSITION	\$ 2,012,666		
Fund Balance FY22	\$ 1,569,666		

**~7,000,000 Bond Revenue April 25, 2023*



CITY OF KETCHUM
TREASURER'S QUARTERLY FINANCIAL REPORT
2nd QUARTER - March 31, 2023

FUND	BUDGET	PERSONNEL	OPERATING & ADM EXPENSES	CAPITAL OUTLAY	TRANSFERS	% EXP.	RECEIPTS
GENERAL	12,497,062	3,522,831	2,369,913	6,354	429,797	50.6%	7,550,398
WAGON DAYS	151,550	46	13,274	0	0	8.8%	71,794
GENERAL CIP	2,549,374	0	0	486,859	0	19.1%	898,086
CITY SALES TAX	2,846,469	0	618,974	0	1,081,689	59.7%	2,009,471
LOT-ADDITIONAL 1%	2,066,247	0	2,014,217	0	33,134	99.1%	1,807,471
FIRE GO BOND	611,769	0	148,384	0	0	24.3%	408,928
FIRE CONSTRUCTION	268,722	0	249,960	0	249,960	0.0%	3,383
IN-LIEU HOUSING	305,000	0	0	768,449	0	252.0%	473,258
CITY COUNTY HOUSING	848,349	72,543	278,177	0	0	41.3%	217,081
WATER	2,815,101	236,505	306,723	0	436,281	34.8%	994,753
WATER CIP	559,000	0	0	299,962	0	53.7%	336,199
WASTEWATER	6,868,120	414,959	388,441	0	2,311,722	45.4%	1,716,814
WASTEWATER CIP	4,248,090	0	0	123,950	0	2.9%	2,136,616
POLICE TRUST	7,500	0	0	0	0	0.0%	426
PARKS/REC DEV TRUST	1,122,456	0	184,693	3,019	0	16.7%	58,396
DEVELOPMENT TRUST	150,000	0	112,089	0	0	74.7%	192,092

CITIZENS ARE INVITED TO INSPECT THE DETAILED SUPPORTING RECORDS OF THE ABOVE
 FINANCIAL STATEMENTS AT: <https://ketchumidaho.org/administration/page/city-ketchum-financial-reports>.

SHELLIE GALLAGHER
 CITY TREASURER



City of Ketchum

PROCUREMENT MEMO

Meeting Date: April 17th, 2023 Staff Member/Dept: Juerg Stauffacher/Facilities Maintenance

Agenda Item: Recommendation to Approve Purchase Order #23081

Recommended Motion:

I move to approve Purchase Order #23081 for a not to exceed amount of \$48396.61 for the State Contract Vehicle Purchase.

Summary of Procurement Process:

Bidder	Bid Price
High desert Bobcat, Twin Falls	\$48396.61

Low Bid Contractor	Bid Price	Budget Account/Number
High Desert Bobcat	48396.61	03-4194-7610

Background (if necessary):

- The existing tool cat was purchased in 2017 has been heavily used and gone through substantial repairs
- This item has not been budgeted for this year and the money will come out of existing contingency funds
- Our blower attachment broke this winter and is not repairable

Sustainability Impact:

None OR state impact here: New generation diesel engine will be more efficient than the current machine. No EV version is available yet.

Attachments:

- High Desert Bobcat quotes
- Purchase order #23081
-



Bobcat

Product Quotation

Quotation Number: NTC-01087
Date: 2023-03-30 09:09:59

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF KETCHUM 2234334 110 River Ranch Rd PO BOX 2315 Ketchum, ID 83340	CORY CHANDLER High Desert Bobcat, Twin Falls, ID 465 ADDISON AVENUE WEST TWIN FALLS ID 83301 Phone: (208) 734-4147 Fax: (208) 734-0461	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56 Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics <ul style="list-style-type: none"> Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive Horsepower Management <ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light	M1225	1	\$58,459.20	\$58,459.20
Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Deluxe Road Package Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights	M1225-P01-C01	1	\$2,364.00	\$2,364.00
High Flow Package	M1225-R03-C02	1	\$1,388.80	\$1,388.80
Heavy Duty Battery	M1225-R07-C02	1	\$80.00	\$80.00
Attachment Control	M1225-R08-C02	1	\$204.00	\$204.00
Power Bob-Tach	M1225-R14-C03	1	\$920.00	\$920.00
Radio Option	M1225-R15-C02	1	\$452.00	\$452.00
Traction Control	M1225-R16-C02	1	\$484.00	\$484.00
Rear View Camera	M1225-R20-C01	1	\$300.00	\$300.00
Engine Block Heater	M1225-A01-C02	1	\$116.00	\$116.00
Interior Trim	M1225-A01-C04	1	\$172.00	\$172.00
68" Heavy Duty Bucket	7272679	1	\$1,369.60	\$1,369.60
--- Bolt-On Cutting Edge, 68"	6718006	1	\$278.01	\$278.01

Total of Items Quoted	\$66,587.61
Dealer P.D.I.	\$150.00
Freight Charges	\$1,510.00
Dealer Assembly Charges	\$75.00
Trade-in 2017 5600 (1775 Hrs)	(\$27,000.00)
Quote Total - US dollars	\$41,322.61

Notes:

**Prices per the Sourcewell Contract #040319-CEC.*
**Terms Net 60 Days. Credit cards accepted.*
**FOB Destination*
**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*
**TID# 38-0425350*

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE	DATE
PRINT NAME AND TITLE	PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



Product Quotation

Quotation Number: 4C03D040474
 Date: 2023-01-17 15:20:21

Ship to	Bobcat Dealer	Bill To
City of Ketchum Ketchum, ID 83353 Phone: (208) 720-0456 Email: juerg@ketchumidaho.org	High Desert Bobcat, Twin Falls, ID 465 ADDISON AVENUE WEST TWIN FALLS ID 83301 Phone: (208) 734-4147 Fax: (208) 734-0461 ----- Contact: Cory Chandler Phone: 2087327368 Fax: 208-734-0461 Cellular: 2083166763 E Mail: cory.chandler@hdbobcat.com	City of Ketchum Ketchum, ID 83353 Phone: (208) 720-0456

Description	Part No	Qty	Price Ea.	Total
Snow Blower 32X68	M7047	1	\$7,409.00	\$7,409.00
--- MOTOR PACKAGE 160CC (26-31 gpm)	M7047-R01-C04	1	\$1,124.00	\$1,124.00
Total of Items Quoted				\$8,533.00
Discount	HD Discount 201423			(\$1,159.00)
Discount	Government Rebate			(\$300.00)
Quote Total - US dollars				\$7,074.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance: _____ **Purchase Order:** _____

Authorized Signature: _____

Print: _____ **Sign:** _____ **Date:** _____

Finance Worksheet
 QuoteFinance



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: 23081

To: 5765 CLARK EQUIPMENT COMPANY PO BOX 74007382 CHICAGO IL 60674-7382	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/06/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	Quote# NTC-01087: Bobcat UW56 Toolcat w/ Sno 03-4194-7610	48,396.61	48,396.61
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		48,396.61

 Authorized Signature



PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Order #23082 for a not to exceed amount of \$71,340.33 with Idaho Traffic Safety for paint striping including crosswalk stenciling.

Summary of Procurement Process:

Bidder	Bid Price
Idaho Traffic Safety	\$71,340.33
Sunseal	No reply to Invitation to Bid, did not submit a bid
Pavement Specialties of Idaho	No reply to Invitation to Bid, did not submit a bid

Low Bid Contractor	Bid Price	Budget Account/Number
Idaho Traffic Safety	\$71,340.33	01-4310-6950

Background (if necessary):

- The City of Ketchum Department of Streets & Facilities applies paint to City streets each spring as part of its normal state of good repair work. The work consists of repainting the existing street markings including crosswalks, handicap stalls, fog lines, center lines, parking lines, stop bars, turn arrows and bike path indicators.
- The work typically starts at the end of April and additional markings are added over new chip seal later in the season.
- Due to the staffing and equipment requirements involved in the paint striping and crosswalk stenciling work, the City of Ketchum has historically contracted out the work.
- Paint striping and crosswalk stenciling is included in the Streets Department budget and the PO is within the budgeted amount.

Sustainability Impact:

There are no electric paint machines in production at this time. We have also been using water base paints for many years now.

Attachments:

1. Purchase Order #23082
2. Idaho Traffic Safety Bid (2 pages)



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: 23082

To: 2495 IDAHO TRAFFIC SAFETY INC 3400 EAST SUNNYSIDE RD IDAHO FALLS ID 83406-7723	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/06/2023	kchoma	kchoma	Streets	0	

Quantity	Description			Unit Price	Total
1.00	PAINT STRIPING	01-4310-6950	4310040	61,740.33	61,740.33
1.00	CROSSWALK STENCILING	01-4310-6950	4310040	9,600.00	9,600.00
SHIPPING & HANDLING					0.00
TOTAL PO AMOUNT					71,340.33

 Authorized Signature

DBE Certified

Item	Description	Quantities / ea. or LF	Unit Price	Extended
1	Crosswalks, 24" Straight Bars, Aprox 8' Wide Aprox 65' Long	36	\$ 185.00	\$ 6,660.00
2	Do Not Block 48" Tall Letters	8	\$ 50.00	\$ 400.00
3	Crosswalks with Diagonal Crossing	164	\$ 90.00	\$ 14,760.00
4	Double Yellow Centerline Sun Valley Rd Main to Spruce	1,100	\$ 0.13	\$ 137.50
5	Turn Arrows	4	\$ 20.00	\$ 80.00
6	White Turn Lane	100	\$ 0.25	\$ 25.00
Additional Bike Path Work			Subtotal	\$ 22,062.50
7	5 Bar Triangle Road	15	\$ 25.00	\$ 375.00
8	5 Bar Triangle Bike Path	23	\$ 20.00	\$ 460.00
9	Small Bike Stencil For bike Path	12	\$ 25.00	\$ 300.00
10	Large Bike Stencil for Road	0	\$ -	\$ -
11	Large X -ing	19	\$ 25.00	\$ 475.00
12	6" fog line	9,525	\$ 0.27	\$ 2,571.75
13	Caution for Bike Lane	23	\$ 20.00	\$ 460.00
14	Small Speed Limit Sign for Bike Lane	52	\$ 35.00	\$ 1,820.00
15	Stop Ahead	1	\$ 45.00	\$ 45.00
Items 1 - 15 need to be completed by May 20th			Subtotal	\$ 6,506.75
16	Yellow Curb Misc (As Directed)	200	\$ 1.50	\$ 300.00
17	Red Curb Misc (As Directed)	0	\$ 1.85	\$ -
18	Center Line Striping 4" Double Yellow (If is measured by single line)	59,593	\$ 0.12	\$ 6,853.20
19	Edge Line Striping 4" White	9,516	\$ 0.18	\$ 1,712.88
20	Parking Stripe, 4" Yellow	27,300	\$ 0.25	\$ 6,825.00
21	Stop Bars, 24" x 2' long (don't paint bars at noncrosswalk painted Intersections)	168	\$ 25.00	\$ 4,200.00
22	STOP Stencils, 48" Letters	10	\$ 25.00	\$ 250.00
23	Handicap Stencils, White on Blue	40	\$ 45.00	\$ 1,800.00
24	Turn Arrows (Only)	6	\$ 20.00	\$ 120.00
25	Straight / Turn Arrows (only)	34	\$ 25.00	\$ 850.00
26	Fogline Striping 8" White	0	\$ 0.32	\$ -
27	Sharrow's	43	\$ 20.00	\$ 860.00
28	Chevrons Painted on Speed Bump	8	\$ 50.00	\$ 400.00
29	Mobilization Fee Lump Sum	1	\$ 9,000.00	\$ 9,000.00
Items 16 - 29 need to be completed by June 1st			Subtotal	\$ 33,171.08
			Grand Total	\$ 61,740.33

Specialized Crosswalks

Item	Description	Quantities	Unit	Unit Price	Extended
1	New Stenciled Crosswalks	16	ea.	\$600.00	\$ 9,600.00
				Subtotal	\$ 9,600.00

Grand Total with Crosswalks	\$ 71,340.33
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Notes:

1. All prices are per application, if the bike path is requested to be painted in May and then again after the seal coat that would be counted as 2 applications with each being paid for at the listed unit prices. This may also include repaving projects.
2. Extension price, if there is a discrepancy between the unit price and the extension, the unit price is the correct price.
3. There is an extra \$1500 mob fee/extra trip requested. I.e. if you add thins not on the original bid.
4. The changing of the crosswalks changes the amount of work put into them. Instead of 1 person doing the work, it will take 3 people. More labor costs into each crosswalk and longer days to get said work done.
5. If there is over a 3% increase in materials, then the costs will be passed onto the General Contractor, or the Owner of the project.
6. This bid expires after 30 days.

Questions or Comments:

Dustin Smith
Bid Estimator
(208) 522-4470
dsmith@idahotrafficsafety.com

Luke Meacham
Painting Scheduler
(208) 716-2924
luke@idahotrafficsafety.com

Agreement:

Job Title & Date:

Print & Sign:



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Purchase Order #23085 for a not to exceed amount of \$114,439.00 for the HGAC Contract #SC01-21 purchase through Visual Imaging Resources.

Summary of Procurement Process:

Bidder	Bid Price
Visual Imaging Resources	\$114,439.00

Low Bid Contractor	Bid Price	Budget Account/Number
Visual Imaging Resources (Purchase will be made through HGAC, a purchasing cooperative of which Ketchum is a member, as allowed by Idaho law.)	\$114,439.00	CIP (This item was not part of the adopted FY23 budget. Adequate funds exist in fund balance to address the unplanned expense.)

Background (if necessary):

- Video imaging of sewer mainlines is necessary to properly maintain and repair sewer mains.
- The current camera system is not in working condition and replacement parts are not available to repair it.
- Updated mainline videos are required for the Collections Facility Master Plan being performed by HDR Engineering.

Sustainability Impact:

None OR state impact here: None

Attachments:

1. HGAC Quote from Visual Imaging Resources #6439
2. Purchase Order #23085

VISUAL IMAGING RESOURCES

P.O. Box 703443
 Plymouth, MI 48170
 734-744-5557
 Sales@virproteus.com
 WWW.VISUALIMAGINGRESOURCES.COM



ADDRESS
 City of Ketchum
 191 5th Street W
 Ketchum, ID 83340

SHIP TO
 Chad Riggs
 City of Ketchum
 110 River Ranch Rd
 Ketchum , ID 83340

ESTIMATE# 6439

DATE 02/08/2023

SHIP VIA
 Freight

END USER/VIN#
 City of Ketchum

VIR REP
 T. Binder

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	PLEASE ATTACHED SEE QUOTE FOR NEW CUBE-MOUNTED: Command Module and Cable Reel			
CCU208	CU208 PORTABLE CONTROL UNIT: - Compatible With Manual, RAP & ACR Reels - Controls Operate CRP90/140, CPL150 & CRP300 - 30GB Hard Drive Standard For Record and Reporting Functions - Compatible with External Computer for 3rd Party Software - Power Supply Included - For Vehicle Mounting - Option VFP01 Bracket Kit	1	13,520.00	13,520.00T
VFB01	BRACKET KIT TO MOUNT CCU208 CONTROLLER TO DESKTOP	1	300.00	300.00T
VIP07	7M LINK CABLE: Van Interface Plate For Use With ACR Reels	1	800.00	800.00T
ACR350	1,150' FULLY SYNCHRONIZED REEL: - Self Layering Level Wind With Built In Counter - Removable Drip Tray - Bluetooth Joystick Remote - Cable Included - Optional Cable Guide - Use VGP350	1	36,570.00	36,570.00T
VGP350	VGP350 VAN MOUNTED ROLLER: - Optional Add On For ACR350 Camera/Transporter	1	4,830.00	4,830.00T
CAM026	CAM026 PAN&TILT: - Hight Resolution - Adjustable Focus - Continuous Rotation - Auto-Home Feature - (6) High Powered & Adjustable LED Lights - Pressurized to 14psi - 3x Digital Zoom & 135Deg of Pan - Compatible with CRP90, CRP140, CPL150 & CRP300	1	14,740.00	14,740.00T

PLEASE NOTE: PAYMENTS MADE BY CREDIT CARD WILL BE SUBJECTED TO A 3% PROCESSING FEE.

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
CRP140	140MM PROTEUS CRAWLER: - Steerable 6-Wheel Drive - Motorized Lift - Built-In Standard - Inclination & Tilt Sensor - Standard - Multi-Frequency Sonde - 33, 512 & 640Hz - Includes (6) 90MM Soft Rubber Wheels - Center In 6 - 24"	1	22,560.00	22,560.00T
	Wheels/Accessories			
PROTEUS-RETERM-KIT-OS	Retermination Kit for Proteus Mainline Inspection Cable - Old Style Cable	1	189.00	189.00
TRP	TOP ROLLER PULLEY: Surface Level Cable Protection	1	770.00	770.00T
PKP01	PRESSURIZATION KIT: - Compatible With All Proteus Equipment - Carry Case - Regulator, hose and charging valve - 2 x CO2 cartridges included	1	770.00	770.00T
QRW115SR/150	115MM SOFT RUBBER WHEEL: Compatible With: - CRP140 & CPL150 - Use (4) - LAT150 - Use (6) - Quick Release Connection - Center In 8 - 15"	4	270.00	1,080.00T
QRW140SR/150	140MM SOFT RUBBER WHEEL: Compatible With: - CRP140 & CPL150 - Use (4) - LAT150 - Use (6) - Quick Release Connection - Center In 12 - 20"	4	300.00	1,200.00T
QRW140XLSR/150	140MM SOFT RUBBER WHEEL WITH XL HUB: Compatible With: - CRP140 & CPL150 - Use (4) - LAT150 - Use (6) - Quick Release Connection - Center In 12 - 24"	4	340.00	1,360.00T
QRW115PCD/150	115MM POLY-CRYSTALLINE DIAMOND WHEEL: Compatible With: - CRP140 & CPL150 - Use (2) or (4) - LAT150 - Use (4) or (6) - Quick Release Connection - Center In 8 - 15"	2	625.00	1,250.00T
	Cube Assembly			
PORTABLE BOX - PICKUP	SKID STYLE PORTABLE BOX - TRUCK BED - Tie Down Points (4) - Sealed Awning Door With Gas Shocks - Interior Lights & Power Outlets - 7 Gallon Fresh Water Wash-Down - Eq Storage Drawers (2) - 2000 Watt True-Sine Wave Generator - Interior Viewing Monitor - 47x43x50" (W-D-H)	1	13,500.00	13,500.00T

PLEASE NOTE: PAYMENTS MADE BY CREDIT CARD WILL BE SUBJECTED TO A
3% PROCESSING FEE.

Thank you for your business!

SUBTOTAL	113,439.00
TAX	0.00
SHIPPING	1,000.00

PRINT NAME: _____

Date: _____

TOTAL	\$114,439.00
--------------	---------------------

Accepted By

Accepted Date

PLEASE NOTE: PAYMENTS MADE BY CREDIT CARD WILL BE SUBJECTED TO A
3% PROCESSING FEE.



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: 23085

To: 5987 VISUAL IMAGING RESOURCES PO BOX 703443 12600 NEWBURGH RD PLYMOUTH MI 48170	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/11/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	PROTEUS CUBE PORTABLE SEWER VIDEO R 67-4350-7813	114,439.00	114,439.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		114,439.00

_____ Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: April 17th, 2023 Staff Member/Dept: Juerg Stauffacher/Facilities Maintenance

Agenda Item: Recommendation to Approve Purchase Order #23086

Recommended Motion:

I move to approve Purchase Order #23086 for a not to exceed amount of \$40'000 for the purchase of a used Pistenbully from the SVSEF.

Summary of Procurement Process:

Bidder	Bid Price
Sun Valley Ski Education Foundation	\$40'000

Low Bid Contractor	Bid Price	Budget Account/Number
SVSEF	\$40'000	03-4194-7620

Background (if necessary):

- The purchase of a groomer would cut back grooming time at the Warm Springs Preserve from 3.5 to 1 hour and could help with ice rink building
- The groomer would create a safer product and could help in spring to get the trails ready for summer faster
- This is a used machine previously used for Nordic grooming by the BCRD
- A Snow cat has been identified in Ketchum's emergency response plan adopted by council

Sustainability Impact:

None OR state impact here: none

Attachments:

- Purchase order #23086
-
-



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: 23086

To: 4010 SUN VALLEY SKI EDUCATION FOUND P.O. BOX 203 SUN VALLEY ID 83353	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/12/2023	bancona	bancona	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	PISTENBULLY 200 EDGE 03-4194-7620	40,000.00	40,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		40,000.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 17 2023 Staff Member/Dept: Bill McLaughlin/Fire

Agenda Item: Recommendation to Approve Purchase Order 23087 for Rescue Operations Drone.

Recommended Motion:

I move to approve Purchase Order 23087 for a Rescue Operations Drone from Unmanned Vehicle Technologies not to exceed \$18,939.97

Reasons for Recommendation:

- We anticipate flooding to occur within the next 45 days. A full understanding of the status of the floods requires fly-over. This can be done by contract aircraft; however, use of unmanned aerial vehicles (UAV) is safer and can be done more frequently. It is possible to get very detailed information about the extent of flooding, and risks to the public using a UAV. For example, it would be possible to locate persons in flood waters and to "follow" them if they are washed downstream. This drone has both infrared and daylight video feed. It also has a speaker to allow communication to stranded persons.
The drone would have regular use beyond flooding. It has been on the planned acquisition list for other rescues as well. The drone will allow exact pinpointing of injured persons much more quickly than rescuers on the ground can when persons are injured in the backcountry. It would also allow rapid size up of wildfires and even large structure fires, increasing the effectiveness of ground crews.
Delivery of the drone can be within 7 days of approval. Training on operation would begin immediately to allow use during this flooding season.

Sustainability Impact:

None

Financial Impact:

Table with 2 columns: None OR Adequate funds exist in account: and Purchase would require an allocation of an unbudgeted capital expenditure of no more than \$18,939.97 (MSRP) with adequate funds existing within the overall department budget. It is on Sourcewell cooperative bid at a 5% discount, bringing it to an expected cost of \$17,992.97.

Attachments:

- 1. Quotation S0209302
2. Purchase Order 23087



Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

https://www.uvt.us

Invoicing and Shipping Address:

Ketchum Fire Department
107 Saddle Road
Ketchum ID 83340
United States

Ketchum Fire Department, Bill McLaughlin
107 Saddle Road
Ketchum ID 83340
United States

Quotation # S0209302

Quotation Date:
04/07/2023

Expiration:
07/06/2023

Salesperson:
Tony Leal

DESCRIPTION	QUANTITY	UNIT		AMOUNT
		PRICE	DISC.% TAXES	
UVT M30T QuickTac Bundle w/Care Enterprise Basic				
[101-138-1010] DJI Matrice 30T Combo w/Care Enterprise Basic	1.000	13,999.00	0.00	\$ 13,999.00
Units				
INCLUDES:				
DJI M30T x1				
DJI RC Plus x1				
DJI BS30 Charging Station x1				
DJI TB30 Flight Battery x2				
DJI 1671 Propeller Pairs x3				
DJI M30 Series Hard Carrying Case x1				
DJI Care Enterprise Basic 1-Year Plan x1				
[101-138-1207] DJI Matrice 30 Series TB30 Intelligent Flight Battery	6.000	329.00	0.00	\$ 1,974.00
Explicitly designed to power the Matrice 30 Series drone, the DJI TB30 Intelligent Flight Battery is a 6-cell (6S) Ternary Lithium battery with a maximum capacity of 5880 mAh and a maximum voltage of 26.1 V. With its self-heating ability, the TB30 can perform even in extreme cold. The TB30 battery can only be charged using the DJI BS30 Intelligent Battery Station.				
Units				

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

Thank you for choosing
UVT!



<p>[101-115-1001] DJI WB37 Intelligent Battery</p> <p>The WB37 Intelligent Battery is a 2-cell (2S) LiPo battery with a maximum capacity of 4920 mAh and a maximum voltage of 7.6 V. The DJI WB37 Intelligent Battery is compatible with the DJI RC Plus remote controller and serves as its external battery, allowing for longer runtimes and hot-swap capabilities.</p>	2.000 Units	59.00	0.00	\$ 118.00
<p>[146-101-1001] CZI LP12 Speaker & Spotlight</p> <p>The LP12 Speaker & Spotlight attachment combines both a light source and aerial broadcast system into one single attachment built specifically for the DJI M30 Series. The LP12 comes with its own quick-release mounting bracket.</p>	1.000 Units	2,199.00	0.00	\$ 2,199.00
<p>[115-101-1076] Go Professional Cases DJI Matrice 30 Series Case</p> <p>When you need your entire M30/M30T mission kit, payloads, and all, the GPC case for the DJI Matrice 30 Series packs it all into one rugged case. You have room for six TB30 batteries, compartments for a top-mount attachment, such as the CZI LP12 Speaker/Spotlight, and even room for a UVT ProCare Lens Cleaning Pen, microSD card holder, and other accessories. Proudly made in the USA.</p>	1.000 Units	499.00	0.00	\$ 499.00
<p>[101-137-1002] DJI RC Plus Strap Bracket</p> <p>The DJI RC Plus Strap Bracket adds a solid mounting point on the bottom of the RC Plus for the included chest harness to attach to. Utilizing the RC Plus Strap Bracket, the operator will have increased peace of mind and the ability to go hands-free while still keeping the RC Plus on their person.</p>	1.000 Units	39.00	0.00	\$ 39.00
<p>[118-101-1002] Hoodman Drone Launch Pad 3ft</p> <p>If there's one brand that resonates with drone pilots, it's Hoodman. This Hoodman drone launch pad is their 3-foot diameter landing pad designed to keep your small drone safe during takeoff and landing. This is the recommended landing pad for drones such as the DJI Mavic Air 2, Phantom 4 Series, or Mavic 2 Series.</p>	1.000 Units	69.99	0.00	\$ 69.99



[CON-SD-102] SanDisk Extreme PRO microSDXC UHS-I Memory Card (64GB)	2.000 Units	20.99	0.00	\$ 41.98
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Subtotal \$ 18,939.97

UVT ProLine Services

[SRV-PL-104] UVT ProLine Pre-Flight Service Our ProLine Pre-Flight Service ensures you receive a turnkey system on day one. This service includes the activation of the hardware and any included service plans (ex. DJI Enterprise Shield) and the updating and testing of all critical flight components. All ProLine services are performed in-house by our factory-trained technicians.	1.000 Units	499.00	100.00	\$ 0.00
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[SRV-PLS-103] UVT ProLine Support Premium UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.	1.000 Units	1,999.00	100.00	\$ 0.00
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Subtotal \$ 0.00

Total				\$ 18,939.97
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The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions, available online at www.uvt.us/terms. Thank you for choosing UVT!

Payment terms: Net 30



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: 23087

To: 5990 UVT 1722 N COLLEGE AVE SUITE D FAYETTEVILL AR 72703	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/13/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	UVT M30T QUICKTAC BUNDLE W/ CARE EN 03-4230-7125	18,135.42	18,135.42
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		18,135.42

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 17, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to review and approve the Saddle Rd Townhomes Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the 128 Saddle Rd Townhomes Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The 128 Saddle Rd Townhomes project received Design Review approval on March 30, 2021 and the City Council approved the Townhouse Preliminary Plat and Phased Development Agreement on May 3, 2021.
The phased development agreement allows review and approval of the final plat following a certificate of occupancy being issued on the first townhouse unit.
A certificate of occupancy for the first townhouse was issued on April 10, 2023.
The final plat meets all the conditions of approval of the design review, preliminary plat, phased development agreement, and subdivision requirements.

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

[Empty box for Policy Analysis and Background]

Sustainability Impact:

None OR state impact here: Approval of the final plat does not limit the city's ability to reach its sustainability goals outlined in the Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- Application and Supporting Materials
Final Plat
Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
Application Number: P23-003
Date Received: 1/13/23
By: HLN
Fee Paid: \$1875
Approved Date:
By:

Final Plat
Subdivision Application

Submit completed application 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 the 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:	128 Saddle Road Townhomes		
Owner of Record:	128 Saddle Rd. LLC		
Address of Owner:	PO Box 284, Ketchum 83340		
Representative of Owner:	Mark Phillip, Galena Engineering		
Legal Description:	Lot 2, Kneeland Subd. RPK 0478000020		
Street Address:	128 Saddle Rd.		
SUBDIVISION INFORMATION			
Number of Lots/Parcels:	4 Sublots		
Total Land Area:	55,807 Sq Ft ± (1.28 Act)		
Current Zoning District:	T (tourist)		
Proposed Zoning District:	T (tourist)		
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: Joint trench, sewer main, Storm Water, Fire truck access, and non motorized path Easement			
Briefly describe the improvements to be installed prior to final plat approval: <i>Infrastructure completed</i>			
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.

Applicant Signature

Date *1/11/2023*



WARRANTY DEED

FOR VALUE RECEIVED

Bowry, LLC, an Idaho limited liability company,

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

128 Saddle Road, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 284, Sun Valley, ID 83353

the following described premises, to-wit:

Lot 2 of KNEELAND SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 259187, 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 15 day of March, 2021.


Bowry, LLC

A handwritten signature in black ink, appearing to read "Gary Storey", written over a horizontal line.

By: Gary Storey
Its: Manager

State of Idaho
County of Blaine

This record was acknowledged before me on 15 day of March, 2021, by Gary Storey, as Manager of Bowry, LLC.


Notary Public Kathy Seal
My Commission Expires: 7.26.2023

(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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:

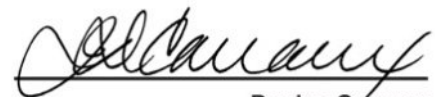

Authorized Countersignature

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





Matt Morris
President and CEO



Denise Carraux
Secretary

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

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File No. 1922046
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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LAND TITLE
ASSOCIATION



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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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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: 1922046
Issuing Office File Number: 1922046
Property Address: 128 Saddle Rd., Ketchum, ID 83340
Revision Number:

1. Commitment Date: December 20, 2019 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy Standard	\$2,200,000.00

Proposed Insured: VP Companies, Inc., an Idaho Corporation

(b) ALTA Loan Policy Standard

Proposed Insured:

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

Fee Simple

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

Sunny Ketchum, LLC, an Idaho Limited Liability Company

5. The Land is described as follows:

Lot 2 of KNEELAND SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 259187, Records of Blaine County, Idaho.

STATEMENT OF CHARGES

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

Owner's Policy:	\$5,180.00
Underwriter remittance	\$621.60

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 1922046

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. 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.
6. 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 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1922046

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2019, a lien in the amount of \$8,776.82, of which the first half due December 20, 2019 are delinquent with penalties and interest due and the second half are due on or before June 20, 2020 . (Parcel No. RPK0478000020)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2020 and subsequent years which are a lien not yet payable
11. Water and Sewer charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Notes, Easements and Restrictions, if any, as shown on the plat of Kneeland Subdivision, recorded December 26, 1984 as [Instrument No. 259187](#), records of Blaine County, Idaho.
14. Agreement Regarding Development of Property, including the terms and provisions thereof, recorded July 30, 1999 as [Instrument No. 429987](#), records of Blaine County, Idaho.
15. 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?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

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

BYLAWS
OF
SADDLE ROAD RESIDENCES HOMEOWNERS' ASSOCIATION, INC.

THESE BYLAWS of Saddle Road Residences Homeowners' Association, Inc., an Idaho nonprofit corporation, were adopted and are effective as of the ____ day of _____, 2021. Capitalized terms used and not otherwise defined herein have the meanings set forth on in the Declaration, as defined herein in Section 1.5.

Article 1
FORMATION OF THE CORPORATION

Section 1.1 Formation.

On _____, the Corporation was organized as an Idaho nonprofit corporation by executing and delivering the Articles of Incorporation to the Idaho Secretary of State in accordance with and pursuant to the Act.

Section 1.2 Registered Office.

The registered office of Saddle Road Residences Homeowners' Association, Inc. (the "Corporation") required by the Idaho Nonprofit Corporation Act ("Act") to be continuously maintained in the state of Idaho may, but need not, be the same as any of its principal places of business in the state of Idaho. In any case, the Corporation's registered office shall be the business office of the registered agent required by the Act to be continuously maintained in the state of Idaho. The address of the registered office may be changed from time to time by the Board of Directors or the President of the Corporation by delivering a statement to the Idaho Secretary of State containing the information acquired by the Act or by indicating such change in the annual report required by the Act to be filed with the Secretary of State.

Section 1.3 Principal Office; Other Offices.

The principal office of the Corporation shall be 240 Leadville Avenue N., Ketchum, Idaho. The Corporation may also have and maintain an office or principal place of business in Idaho, or at such other place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the state of Idaho, as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.4 Corporate Seal.

The Corporation may have a corporate seal, which may be altered at will by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 1.5 Declaration.

The "Declaration" shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions for the Saddle Road Residences Development and any amendments or supplements recorded or to be recorded pursuant thereto, and applicable to the residential development commonly known and referred to as the Saddle Road Residences Development located in the County of Blaine, State of Idaho, legally described _____.

Section 1.6 Other Definitions.

Each and every definition set forth in Section 1 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof.

Article 2 MEMBERSHIP; VOTING RIGHTS

The qualification for membership, the classes of membership and the voting rights of members shall be as set forth in Article 8 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full.

Article 3 MEMBERS' MEETINGS

Section 3.1 Place of Meetings.

The Board of Directors may designate any place, either within or without the state of Idaho, as the place of meeting for any annual meeting or for any special meeting of members called by or at the direction of the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the state of Idaho, as the place for the holding of such meeting. If no place is designated by the Board of Directors or if a special meeting be called otherwise than by or at the direction of the Board of Directors, the place of meeting shall be the principal office of the Corporation.

Section 3.2 Annual Meetings.

The annual meeting of the members of the Corporation shall be held on the fourth Monday (or the following day, should this fall on a legal holiday) in the month of

December in each year at 3:00 p.m., at the principal office, or on such other date and at such other time which may from time to time be designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The failure to hold an annual meeting at the time stated or otherwise designated as provided herein shall not affect the validity of any corporate action.

Section 3.3 Special Meetings.

Special meetings of the members of the Corporation may be called at any time, for any purpose or purposes, by a majority of the quorum of the Board of Directors or the President of the Corporation or by the holders of at least twenty five percent (25%) of the votes entitled to be cast on any issue proposed to be considered at the meeting (provided that such holders sign, date and deliver to the Corporation one or more written demands for the meeting describing the purpose(s) for which it is to be held) or by the person or persons authorized to do so by the Articles of Incorporation. Special meetings of the members of the Corporation may not be called by any other person or persons.

Section 3.4 Notice of Meetings.

The Corporation shall notify members of the date, time and place of each annual and special members' meeting and, in case of a special meeting, a description of the purpose or purposes for which the meeting is called, no fewer than ten (10) nor more than sixty (60) days before the meeting date. Unless otherwise required by law or the Articles of Incorporation, the Corporation is required to give notice of a meeting only to members entitled to vote at the meeting. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Only business within the purpose(s) described in the special meeting notice may be conducted at such special meeting. Notice shall be given to each member at either: (i) the address of their respective unit; or (ii) the address supplied by the member to the Corporation.

Section 3.5 Waiver of Notice.

Notice of any meeting of members may be waived in writing, signed by the person entitled to notice thereof and delivered to the Corporation for inclusion in the corporate minutes or filing with the corporate records, either before or after the date and time stated in the notice. A member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and further waives objection to consideration of a particular matter at the meeting that is not within the purpose of purposes described in the meeting notice unless the member objects to considering the matter when it is presented. Any member so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice hereof had been given.

Section 3.6 Quorum.

Unless the Act or the Articles of Incorporation impose a greater requirement, twenty five percent (25%) of the votes, represented in person or by proxy, entitled to be cast on a matter shall constitute a quorum. Unless fifty percent (50%) or more of the voting power is present in person or by proxy, the only matters that may be voted upon at an annual or special meeting of members are those matters that are enumerated in the meeting notice.

Section 3.7 Adjournment and Notice of Adjourned Meetings.

Any meeting of members at which a quorum is not present may be adjourned to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. Any meeting of members at which a quorum is present, whether annual or special, may be adjourned from time to time by the vote of a majority of the votes entitled to be cast at the meeting not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. If an annual or special members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed, however, notice of the adjourned meeting must be given under this Section to persons who are members as of the new record date. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

Section 3.8 Proxies.

At all meetings of members, a member may vote either in person or by proxy. A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form or by an electronic transmission, either personally or by the member's attorney-in-fact. The electronic transmission must contain or be accompanied by information from which one can reasonable verify that the member, the member's agent, or the member's attorney-in-fact authorized the transmission. An appointment of proxy is effective upon receipt, before or at the time of the meeting, by the inspector of election or the officer or agent of the Corporation authorized to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the appointment form, but in no event can be valid for more than three (3) years. An appointment of a proxy is revocable in accordance with the provisions of the Act. The death or incapacity of the member appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the inspector of election or the officer or agent of the Corporation authorized to tabulate votes before the proxy exercises the proxy's authority under the appointment. Subject to the acceptance of votes and to any express limitation on the proxy's authority stated in the appointment form or electronic transmission, the Corporation is entitled to accept the proxy's vote or other action as

that of the member making the appointment. Proxy voting shall not be permitted when member votes are solicited by written ballot to be cast without a meeting.

Section 3.9 Voting Rights.

Except as otherwise provided by law, only persons in whose names shares stand on the records of the Corporation on the record date, as provided in these Amended and Restated Bylaws, shall be entitled to vote on any matter. Unless the Articles of Incorporation provide otherwise, each member is entitled to one (1) vote on each matter voted on at a members' meeting. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation or the Act require a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

Section 3.10 Corporation's Acceptance of Votes.

(1) If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Corporation if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.

(2) If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Corporation if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:

(a) The member is an entity and the name signed purports to be that of an officer or agent of the entity;

(b) The name signed purports to be that of an administrator, executor, guardian, or conservator representing the member and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;

(c) The name signed purports to be that of a receiver or trustee in bankruptcy of the member and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;

(d) The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Corporation requests, evidence acceptable to the Corporation of the signatory's authority to sign

for the member has been presented with respect to the vote, consent, waiver, or proxy appointment;

(e) Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.

(3) The Corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the inspector of election or the officer or agent of the Corporation authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

Section 3.11 List of Members.

After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its members who are entitled to notice of such meeting. The list must show the address and the number of votes each member is entitled to. The members' list must be available for inspection by any member, beginning two (2) business days after notice of the meeting is given and continuing through the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A member, a member's agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Act, to copy the list, during regular business hours and at the member's expense, during the period it is available for inspection. The Corporation shall make the members' list available at the meeting; and any member, member's agent, or attorney is entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the members list does not affect the validity of action taken at the meeting.

Section 3.12 Conduct of Meeting.

At every meeting of members, the Presidents, or, if a Chairman has not been appointed or is absent, the President or, if the President is absent, the most senior executive officer present, or in the absence of any such officer, a chairman of the meeting chosen by a majority in interest of the members entitled to vote, present in person or by proxy, shall act as chairman. The Secretary shall act as secretary of the meeting. The order of business shall be as follows: (i) roll call; (ii) proof of notice of meeting or waiver of notice; (iii) reading of minutes of preceding meeting; (iv) reports of board of officers; (v) election of directors, if any are to be elected; (vi) unfinished business; and (vii) new business. The meeting shall proceed in parliamentary procedure, as determined and adopted by the Board.

Section 3.13 Action Without Meeting.

Action required or permitted by Act to be taken at a members' meeting may be taken without a meeting if the action is taken by at least eighty percent (80%) of the members entitled to vote on the action. No written consent shall be effective to take the corporate action unless, within sixty (60) days of the earliest date appearing on a consent delivered to the Corporation in the manner required by Sections 30-30-504 and or 30-30-508, Idaho Code, written consents signed by at least eighty percent (80%) of the members entitled to vote on the action are received by the corporation. The action must be evidenced by one (1) or more written consents bearing the date of signature and describing the action taken, signed by at least eighty percent (80%) of members entitled to vote on the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

Section 3.14 Nomination of Directors.

Nominations of persons for election to the Board of Directors of this Corporation at the annual meeting of members may be made at such meeting by or at the direction of the Board of Directors, or by any nominating committee or person appointed by the Board of Directors. Election to the Board shall be by secret ballot. At such election, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Bylaws. The candidates receiving the highest number of votes shall be deemed elected.

Article 4 DIRECTORS

Section 4.1 Powers.

All corporate powers shall be exercised by or under the authority, and the business and affairs of the Corporation shall be managed by or under the direction, of the Board of Directors, subject to any limitations set forth in the Articles of Incorporation or any agreement authorized under the Act.

Section 4.2 Variable Range-Size Board; Qualifications.

The authorized number of directors of the Corporation may range between one (1) and four (4), and the number of directors may be increased or decreased from time to time by amendment to or in the manner provided by law or in these Bylaws by the Board of Directors or the members. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. A director need not be a resident of the state of Idaho or a member of the Corporation unless so required by the Articles of Incorporation. If for any cause the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as

convenient at a special meeting of the members called for that purpose in the manner provided by law or in these Bylaws.

Section 4.3 Term.

Directors' terms shall be staggered. Directors are elected at each annual meeting of the members, and shall serve a term of two (2) years. Despite the expiration of the director's term, a director shall continue to serve until the director's successor is duly elected and qualifies, or until there is a decrease in the number of directors, or until the director's earlier death, resignation or removal.

Section 4.4 Resignation.

A director may resign at any time by delivering written notice to the Board of Directors, its chairman, or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date, in which event the resignation shall become effective at such later time. Unless specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 4.5 Removal by Members.

The member may remove one (1) or more directors with or without cause unless the Articles of Incorporation provide that directors may be removed only for cause. If cumulative voting is authorized, a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal. If cumulative voting is not authorized, a director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. A director may be removed by the members only at a meeting called for the purpose of removing the director; and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 4.6 Removal by Board.

The Board shall have the power and authority to remove a Director without cause by the vote of fifty percent (50%) of the directors then in office and subject to the provisions of Section 30-3-608, Idaho Code, and declare his or her position vacant if he or she: (i) has been declared of unsound mind by a final court order; (ii) has been convicted of a felony; (iii) fails to attend two consecutive regular meetings of the Board of Directors that have been duly noticed and regularly scheduled; or (iv) becomes more than sixty (60) days delinquent in payment of any assessment.

Section 4.7 Removal Arising out of Court Action.

In the event that there is a final judgment or order of any court concluding that a director has breached his or her duties, the Board shall consult with counsel as to whether or not that court determination requires a declaration of vacancy.

Section 4.8 Newly Created Directorships and Vacancies.

Unless the Articles of Incorporation provide otherwise, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office even if they constitute fewer than a quorum of the authorized Board of Directors, or may be filled by the members. A director elected to fill a vacancy shall be elected for the unexpired term of the director's predecessor in office.

Section 4.9 Meetings.

(1) Regular Meetings. The regular meeting of the Board of Directors shall be held no less than quarterly. Notice of the date, time and place of the meeting of the Board (except emergencies) shall be given to the members at least four (4) days prior to the meeting. Such notice shall be given by posting at the Corporation's office, by mail or delivery of the notice to each residence, email, or by newsletter or similar means of communication, as enumerated in Article 8 herein. Any attendance by a member shall constitute waiver of notice.

(2) Place of Meetings. Regular and special meetings of the Board of Directors, or of any committee designated by the Board, may be held at any place within or without the state of Idaho, as determined by the Board.

(3) Telephone Meetings. Unless the Articles of Incorporation provide otherwise, any member of the Board of Directors, or of any committee thereof, may participate in a regular or special meeting by, or conduct the meeting through the uses of, any means of conference telephone or similar communications equipment by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at such meeting.

(4) Special Meetings. Special meetings of the Board shall be held when called by the president of the Corporation, or by any two (2) directors, after not less than three (3) days prior notice to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than seventy-two (72) hours prior to the scheduled time of the meeting.

(5) Waiver of Notice. A director may waive any notice required by the Act, the Articles of Incorporation or these Bylaws at any time before or after the date and time stated in the notice. Except as otherwise provided, such waiver must be signed by the director and filed with the minutes or corporate records. The attendance of a director at or participation in a meeting shall constitute a waiver of notice of such meeting unless the director, at the beginning of the meeting, or promptly upon the director's arrival,

objects to holding the meeting or transacting any business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

Section 4.10 Quorum and Voting.

(1) Quorum. Unless the Articles of Incorporation or these Bylaws require a greater number or unless otherwise specifically provided by the Act, a quorum of the Board of Directors consists of (a) a majority of the fixed number of directors if the Corporation has a fixed board size or (b) a majority of the number of directors prescribed, or if no number is prescribed the number in office immediately before the meeting begins, if the Corporation has a variable-range size board.

(2) Majority Vote. If a quorum is present when a vote is taken, the affirmative vote of the majority of the directors present shall be the act of the Board of Directors, unless the Articles of Incorporation or these Bylaws require the vote of a greater number of directors.

Section 4.11 Action Without a Meeting.

Unless otherwise provided by the Articles of Incorporation or these Bylaws, any action required or permitted by the Act to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board if each Director signs a consent describing the action to be taken and delivers it to the Corporation. Action taken under this Section is the act of the Board of Directors when one or more consents signed by all Directors are delivered to the Corporation. The consent may specify the time at which the action taken thereunder is to be effective. A director's consent may be withdrawn by a revocation signed by the director and delivered to the Corporation prior to the delivery to the Corporation of unrevoked written consents signed by all of the Directors. A consent signed under this Section has the effect of action taken at a meeting of the Board of Directors and may be described as such in any document.

Section 4.12 Conduct of Meetings.

Regular and special meetings of the Board shall be open to all members of the Corporation; provided, however that Corporation members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of the members of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Corporation is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 4.13 Fees and Compensation.

No director shall receive any compensation for any service rendered to the Corporation; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties. All claims for reimbursement must be accompanied by receipt or invoice, and signed and dated by the director claiming the expense.

Section 4.14 Standards for Directors.

Each member of the Board of Directors, when discharging the duties of a director, shall act in good faith and in a manner the director reasonably believes to be in the best interests of the Corporation. The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

- (a) One (1) or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent functions performed or the information, opinion, reports, or statements provided;
- (b) Legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the director reasonably believes are matters:
 - (i) Within the particular person's professional or expert competence; or
 - (ii) As to which the particular person merits confidence; or
 - (iii) A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence.

Section 4.15 Powers and Duties of Board.

(1) Powers. The Board shall have all powers conferred upon the Corporation as set forth herein and in the Declaration, excepting only those powers expressly reserved to the members.

(2) Duties. It shall be the duty of the Board: (i) to cause to be kept a completed record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such

statement is requested in writing by members; (ii) to supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed; and (iii) to delegate its powers as provided in the Declaration and these Bylaws.

Section 4.16 Committees.

Unless the Articles of Incorporation, the Act, or these Bylaws provide otherwise, the Board of Directors may create one or more committees and appoint one or more members of the Board of Directors to serve on any such committee. Each committee must have two (2) or more members, each of whom shall serve at the pleasure of the Board of Directors.

Article 5 OFFICERS

Section 5.1 Offices Designated.

The offices of the Corporation may consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be designated by the Board of Directors in accordance with these Bylaws. The Board of Directors or the President may appoint such other officers as may be deemed necessary or desirable. With the exception of the Secretary and Treasurer, as well as additional appointed offices, no officer may simultaneously hold more than one office. The President and Vice President shall at all times be members of the Board.

Section 5.2 Tenure and Duties of Officers.

(1) Election of Officers. The election of officers shall take place annually at the meeting of the Board following each annual meeting of the members.

(2) Term of Office. Each officer shall hold office for one year unless the officer shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(3) The President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Board of Directors and shall see that all orders or resolutions of the Board are carried out. The President may sign all leases, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

(4) The Vice President. In the absence of the President or in the event of the President's removal, resignation, death, or inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President, and shall perform other duties as from time to time may be assigned to the Vice President by the Board of Directors.

(5) The Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds of the Corporation; (ii) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories; (iii) co-sign all checks and promissory notes of the Corporation; (iv) keep proper books of account; (v) cause an annual operating statement reflecting income and expenditures of the Corporation for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year; and (vi) cause an annual budget to be prepared and presented to each member.

(6) The Secretary. The Secretary shall: (i) attend all meetings and keep the minutes of the meetings and other proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of and responsible for maintenance and authentication of the corporate records as required to be kept pursuant to the Act; (iv) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (v) in general perform all duties commonly incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Section 5.3 Resignations.

Any officer may resign at any time by delivering written notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date time, in which event the resignation shall become effective at such later time. If the Board or appointing officer accepts the future effective time, the Board or the appointing officer may fill the pending vacancy before the effective time if the Board or the appointing officer provides that the successor does not take office until the effective time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 5.4 Removal.

An officer may be removed at any time without or without cause by the Board of Directors, or by any other officer if authorized by these Bylaws or the Board.

Section 5.5 Compensation.

No officer shall receive any compensation for any service rendered to the Corporation; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties. All claims for reimbursement must be accompanied by receipt or invoice, and signed and dated by the officer claiming the expense.

Section 5.6 Standards of Conduct.

- (1) An officer when performing in such capacity, shall act:
 - (a) In good faith;
 - (b) With the care that a person in a like position would reasonably exercise under similar circumstances; and
 - (c) In a manner the officer reasonably believes to be in the best interests of the Corporation.

- (2) In discharging those duties an officer who does not have knowledge that makes reliance unwarranted, is entitled to rely on:
 - (a) The performance of properly delegated responsibilities by one (1) or more employees of the Corporation whom the officer reasonably believes to be reliable and competent in performing the responsibilities delegated; or
 - (b) Legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skill or expertise the officer reasonably believes are matters:
 - (i) Within the particular person's professional or expert competence; or
 - (ii) As to which the particular person merits confidence.

- (3) An officer shall not be liable to the Corporation or its members for any decision to take or not to take action; or any failure to take action, as an officer, if the duties of the office are performed in compliance with this section. Whether an officer who does not comply with this section shall have liability will depend in such instance on applicable law, including those principles of section 30-30-623, Idaho Code, that have relevance.

**Article 6
ASSESSMENTS**

Section 6.1 Liability for Assessments; Collection.

As more fully provided in Article 10 of the Declaration, each member is obliged to pay to the Corporation annual and special assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein.

**Article 7
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Section 7.1 Scope of Indemnification.

The Corporation may indemnify and advance funds to or for the benefit of the directors and officers of the Corporation to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the Act permitted the Corporation to provide prior to such amendment). (Idaho Code § 30-30-626).

Section 7.2 Mandatory Indemnification of Directors.

The Corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the individual was a director of the Corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 7.3 Further Indemnification of Directors.

(1) Except as otherwise provided in this Section, a Corporation may indemnify an individual who is a party to a proceeding because the individual is a director against liability incurred in the proceeding if:

- (a) The director's conduct was in good faith; and
- (b) The director reasonably believed:
 - (i) In case of conduct in the director's official capacity, that the director's conduct was in the best interests of the Corporation; and
 - (ii) In all cases, that the director's conduct was at least not opposed to the best interests of the Corporation; and
 - (iii) In the case of any criminal proceeding, the director had no reasonable cause to believe the conduct was unlawful.

(2) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea or nolo contendere or its equivalent, is not, of itself, determinative that the director did not meet the relevant standard of conduct described in this Section.

(3) Unless ordered by a court under Act, the Corporation may not indemnify a director in connection with a proceeding by or in the right of the Corporation, except for reasonable expenses incurred in connection with the proceedings if it is determined that the director has met the relevant standard of conduct under subsection (1) of this Section, or as otherwise prescribed in Section 30-30-626, Idaho Code.

Section 7.4 Advance for Expenses.

(1) The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding if the director delivers to the Corporation:

(a) A written affirmative of the director's good faith belief that the director has met the relevant standard of conduct described in Section 7.3; and

(b) The director's written undertaking to repay any funds advanced if the director is not entitled to mandatory indemnification, and it is ultimately determined that s/he has not met the relevant standard of conduct described in Section 7.3.

(2) The undertaking required by subsection (1)(b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

Section 7.5 Determination of Indemnification.

(1) The Corporation may not indemnify a director under Section 7.3, unless a determination has been made that indemnification of the director is permissible because the director has met the relevant standard of conduct set forth in Section 7.3.

(2) The determination shall be made in accordance with Section 30-30-626, Idaho Code.

Section 7.6 Indemnification of Officers.

The Corporation may indemnify and advance expenses to an officer of the Corporation who is a party to a proceeding because the individual is an officer of the Corporation the same extent as a director.

Section 7.7 Insurance.

The Corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the Corporation, or who, while a director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the Corporation would have power to indemnify or advance expenses to the individual against such liability.

Section 7.8 Definitions.

Sections 7.1 through 7.8 of these Bylaws shall be defined in accordance with Section 30-30-626, Idaho Code.

Section 7.9 Amendments.

Any repeal or modification of this Article 7 shall only be prospective and shall not affect the rights under this Article 7 in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any director or officer.

Section 7.10 Saving Clause.

If this Article 7 of these Bylaws or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and may nevertheless indemnify each officer to the full extent permitted by any applicable portion of this Article 7 that shall not have been invalidated, or by any other applicable law.

Article 8 NOTICES

Section 8.1 Methods of Notice.

(1) Any notice under the Act or these Bylaws must be in writing unless oral notice is reasonable under circumstances. Notice by electronic transmission is written notice.

(2) If oral notice is deemed reasonable, it may be communicated in person; by mail or other method of delivery; or by telephone, voice mail or other electronic means. If these forms of personal notice are impracticable, notice may be communicated by newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication.

(1) It shall not be necessary that the same method of giving notice be employed in respect of all directors or members: One permissible method may be employed in respect of any one or more directors or members; and any other permissible method or methods may be employed in respect of any other or others.

Section 8.2 Notice to Corporation.

Written notice to the Corporation may be addressed to its registered agent at its registered office or to the Corporation or its Secretary at its principal office shown in its most recent annual report filed with the Idaho Secretary of State.

Section 8.3 Effective Date of Notice.

(1) Written notice by the Corporation to its member, if in a comprehensible form, is effective:

(a) Upon deposit in the United States mail, if mailed postpaid and correctly addressed to the member's address shown in the Corporation's current record of members, or

(b) When electronically transmitted to the member in a manner authorized by the member.

(2) Except as provided above, written notice, if in a comprehensible form, is effective at the earliest of the following:

(a) When received;

(b) Five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed;

(c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

(3) Oral notice is effective when communicated if communicated in a comprehensible manner.

Section 8.4 Address Unknown.

If no address of a member or director be known, notice may be sent to the office of the Corporation required to be maintained pursuant to Section 8.2.

Section 8.5 Affidavit of Mailing.

An affidavit of mailing, executed by a duly authorized and competent employee of the Corporation, specifying the name and address or the names and addresses of the

member or members, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall be conclusive evidence of the statements therein contained.

Section 8.6 Failure to Receive Notice.

The period or limitation of time within which any member may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent to the member in the manner above provided, shall not be affected or extended in any manner by the failure of such member or such director to receive such notice.

Section 8.7 Exception to Notice Requirement.

(1) Whenever notice is required to be given under any provision of this chapter to any member, such notice shall not be required to be given if notice of two consecutive annual meetings, and all notices of meetings during the period between such two consecutive annual meetings, have been sent to such member at such member's address as shown on the records of the Corporation and have been returned undeliverable.

(2) If any such member shall deliver to the Corporation a written notice setting forth such member's then-current address, the requirement that notice be given to such member shall be reinstated.

Article 9 RECORDS AND REPORTS

Section 9.1 Corporate Records.

(1) The Corporation shall keep as permanent records minutes of all meetings of its members and Board of Directors, a record of all actions taken by the members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation.

(2) The Corporation shall maintain appropriate accounting records.

(3) The Corporation or its agent shall maintain a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class of shares showing the number and class of shares held by each.

(4) The Corporation shall keep a copy of the following records at its principal office:

- (a) Its Articles of Incorporation and all amendments to them currently in effect; and
- (b) Its Bylaws or Restated Bylaws and all amendments to them currently in effect.

Article 10 GENERAL PROVISIONS

Section 10.1 Amendment by Board of Directors or Members.

(1) The Corporation's members may amend or repeal these Bylaws only with the vote or written consent of members entitled to cast at least fifty-one percent (51%) of the voting power of the Corporation. Notwithstanding the aforementioned, the percentage of the voting power of the Corporation or of members necessary to amend a specific clause or provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

- (2) The Board of Directors may amend or repeal these Bylaws unless:
 - (a) The Articles of Incorporation or the Act reserve this that power exclusively to the members in whole or part, or
 - (b) The members in amending or repealing or adopting a bylaw expressly provide that the Board of Directors may not amend, or repeal, or reinstate that bylaw.

Section 10.2 Interpretation; Severability.

These Bylaws may contain any provision for managing the business and regulating the affairs of the Corporation that is not inconsistent with law, the Declaration, or the Articles of Incorporation. In the event any provision of these Bylaws is inconsistent with law, the Declaration, or the Articles of Incorporation, such law, Declaration, or Articles of Incorporation shall govern. If any one or more of the provisions contained in these Bylaws, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 10.3 Fiscal Year.

The fiscal year of the Corporation shall be the same as a calendar year unless a different fiscal year is adopted by the members at a duly constituted meeting thereof.

Section 10.4 Proof of Membership.

No person shall exercise their rights of membership in the Corporation until satisfactory proof thereof has been furnished to the Secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a Townhome entitling the individual to membership. Such deed of policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

Section 10.5 Absentee Ballots.

The Board may make such provisions as it may consider necessary or desirable for absentee ballots.

Section 10.6 Reserves.

Any amounts collected by or paid to the Corporation in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts. These sums may include amounts collected by Declarants from owners through purchase escrows representing capital contribution by such owners to the Corporation.

The foregoing Bylaws of Saddle Road Residences Homeowners' Association, Inc., an Idaho nonprofit corporation, were adopted by the Board of Directors of the Corporation effective on the ___ day of _____, 2021.

Secretary

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SADDLE ROAD RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 16th day of January 2023 by 128 Saddle Road, LLC, an Idaho limited liability company ("Declarant").

RECITALS

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

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

B. Consistent with all applicable ordinances of the City of Ketchum, and the Covenants, Conditions and Restrictions herein provided for, Declarant intends to develop and construct four (4) Townhome Sublots, Townhome Units, and related Common Areas on the property contained within Saddle Road Residences, in such phases and at such times as Declarant determines.

DECLARATION

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

Section 1.11 "Plat" shall mean and refer to the official recorded final plat of Saddle Road Residences.

Section 1.12 "Subdivision" or Townhome Subdivision" shall mean and refer to Saddle Road Residences.

Section 1.13 "Sublots," "Townhome Sublots" or "Townhouse Sublots" shall interchangeably mean and refer to Sublots shown on the official plat the

Subdivision, expressly including all four (4) sublots shown on the Plat of Saddle Road Residences.

Section 1.14 "Townhome" or "Townhome Unit" shall interchangeably mean and refer to a single-family townhome or townhouse residential unit, as defined in the subdivision ordinance and zoning ordinance of the City of Ketchum, which is constructed and maintained on a Sublot, and is subject to this Declaration.

ARTICLE II PROJECT DEVELOPMENT

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

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

ARTICLE III GENERAL RESTRICTIONS AND PROVISIONS

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

Section 3.2 DRC Approval. All Townhomes and other Improvements and landscape constructed, erected or installed on any Sublot or Common Area, and all subsequent modifications, removals, extensions and expansions thereof, and all exterior alterations, attachments, accessories and appurtenances thereto, shall be consistent with the provisions of this Declaration, and shall not be undertaken, commenced, constructed or installed without the prior written approval of the DRC, unless expressly exempted from such approval by the terms of this Declaration. The Association recognizes that trees in the Common Area (based on growth over time) may require pruning and/or relocation or removal to maintain view corridors and sun exposures for individual sublots. Based on this premise, the DRC shall expedite approval of these modifications based on requests of individual Members. The work performed based upon approval shall be an Association expense associated with the Common Area.

Section 3.3 Construction Site. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Declarant, during any period of construction of a Townhome on any Sublot, to maintain upon said Sublot such facilities as may be reasonably required, convenient or incidental to construction or sales activities, including, without limitation, construction equipment, materials storage area, temporary construction shed or trailer, or Townhome sales office.

Section 3.4 Routine Exterior Townhome Maintenance. In accordance with, and subject to the provisions of Section 5.7 and Article VII, the Association shall keep the exterior of the Townhome, and the landscaping and improvements on the Sublot on which the Townhome is situated, in good condition and repair. Without limiting the foregoing, Association shall, as necessary, repair, replace, repaint and otherwise keep in excellent condition all landscaping and exterior Townhome surfaces, including siding and trim; roofing element and materials; patios and decks; and exterior windows. It is the intent of this provision that each Townhome and Sublot be at all times maintained at a level which is consistent with the condition of other Townhomes within the Subdivision. Notwithstanding the foregoing, in the event that the need for maintenance or repair of a Townhome is caused through or by the negligent or willful act or omission of a Townhome Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance or repair shall be a personal obligation of such Townhome Unit Owner; and, if the Townhome Unit Owner fails to repay the expenses incurred by the Association within fifteen (15) days after notice to the Townhome Unit Owner of the amount owed, then the failure to so repay shall be a default by the Townhome Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Townhome Unit, enforceable by the Association in accordance with this Declaration.

Section 3.5 Animals and Pets. No animals of any kind shall be raised, bred or kept in or on any Townhome or Sublot, except dogs, cats, or similar household pets which are not kept, bred or maintained for any commercial

purpose, do not endanger the health of other residents, are not allowed off the Sublot of the pet's owner except when leashed or under someone's direct control, and do not, in the sole determination of the Association, unreasonably disturb the occupants of any other Townhome, or otherwise constitute a nuisance.

Section 3.6 Signs and Business Activities. No advertising signs, billboards, commercial equipment, materials or supplies shall be erected, placed or permitted to remain on any Sublot or Common Area; provided, however, that this provision shall not prohibit the Declarant or an Owner from erecting and maintaining temporary "for sale" signage while a Sublot and Townhome are for sale, nor shall it preclude the erection and maintenance of any directional or monument signs within the signage easements shown on the Plat or referenced in the Plat notes.

Section 3.7 Service Facilities. Storage of all garbage cans, recycling bins, lawn or landscape maintenance equipment and similar items shall be enclosed within garages to conceal them from the view of neighboring Sublots and streets, except within twenty-four hours of scheduled trash pick-up.

Section 3.8 Nuisances. No nuisances, as determined by the Association or as defined in the ordinances of the City of Ketchum, shall be allowed to occur or exist on any Sublot. Without limiting the foregoing, no rubbish, waste or debris shall be stored or accumulated on any Sublot, nor shall any noise, odor or conduct be permitted to emanate from or occur on any Sublot which is unreasonably offensive or detrimental to any other Sublots, or its occupants; including but not limited to barking, loud music and power tools.

Section 3.9 Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed, on any Townhome, Sublot or Common Area which are illegal or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no fireworks or firearms shall be discharged upon any Townhome, Sublot or Common Area and no open fires shall be permitted; provided, however, that fires are allowed within individual outdoor gas fire pits.

Section 3.10 Vehicle and Equipment Parking & Storage. Unless contained within a permitted and conforming to the provision of this Declaration garage, structure or screened area, no unsightly vehicles or equipment shall be stored, parked or otherwise permitted to remain on any Sublot for any period exceeding 24 hours, including, without limitation, trailers, campers, motorhomes, boats, jet skis, all-terrain vehicles, golf carts, snowmobiles, tractors, inoperable vehicles or equipment.

Section 3.11 Utilities. All utility service lines shall be underground, and shall conform to applicable code requirements. Approval of the DRC prior to installation shall not be required. Television satellite dishes are not considered Utilities and require approval from DRC.

Section 3.12 Subdivision. Except as expressly provided for in Section 5.7 of this Declaration, platted Sublots and Common Area shall not be further subdivided, and no portion of any Sublot may be sold separately from the rest of that Sublot.

Section 3.13 Drainage. There shall be no interference with established drainage patterns or platted drainage easements over any Sublot unless adequate provision is made for alternative drainage and is approved by the beneficiary of such easement and by the DRC. No structure, fence, planting, fill or other materials shall be placed or permitted to remain which may obstruct or retard the flow of water through established drainage channels.

Section 3.14. Plat. All development proposed for a Sublot and/or Common Area shall be in compliance with the official, recorded Plat for the Subdivision, including all Plat notes.

Section 3.15 Snow Storage Easements. Every Owner, by accepting a deed to the Sublot, is deemed to grant unto the Association an easement over all portions of said Sublot not improved with a building, structure or driveway, exclusively for the purpose of permitting the temporary deposit thereon of snow removed from Common Areas and Sublots by the Association or its contractors and employees. To the extent snow storage impedes access to any Sublot, the Association shall arrange for off-site removal.

Section 3.16 Limitation on Short Term Rentals. Each Owner, by accepting a deed to the Sublot, expressly agrees that no Sublot may be rented for a period of less than thirty (30) consecutive days.

Section 3.17 Limitation on Fractionalizing Units. Each Owner, by accepting a deed to the Sublot, expressly agrees that no Sublot shall be submitted to or become a part of a commercial or club-based fractional ownership or timeshare program.

Section 3.18 Landscape Preservation. Without approval of the Board of Directors, no trees shall be removed or replaced within any Sublot or Common Areas; provided, however, that should any Owner petition the Board of Directors for the removal of any trees or shrubs in the Common Area which unreasonably impair significant view corridors from the petitioner's Unit, the Board shall consider the petition and cause removal of the subject trees and shrubs if necessary.

ARTICLE IV COMMON AREA

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

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

ARTICLE V THE ASSOCIATION

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

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

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

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

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

- A. Class A Members shall be all Owners except the Declarant, and each Class A Member shall be entitled to one (1) vote for each Sublot owned. When more than one person holds an interest in any Sublot, all such persons shall be Members, but the vote appurtenant to the Sublot owned by them shall be exercised as the joint Owners may decide among themselves, but in no event shall more than one (1) vote be cast with respect to any Sublot.
- B. Class B Member shall be limited to the Declarant and its assignees, if any designated as provided for herein, who shall be entitled to four (4) votes for each Sublot owned by them from the date each such Sublot was initially created by recordation of the Subdivision until sold to another Owner, after which the membership appurtenant to that Sublot shall become a Class A membership in the name of the Buyer.
- C. Unless otherwise provided herein, or in the Articles of Incorporation or Bylaws of the Association, decisions of the Association to be made by a vote of the Members shall be determined by a simple majority of the votes cast by Members voting, in person or by proxy, at a duly constituted meeting of the Members at which a quorum of Members representing at least fifty percent (50%) of the total authorized votes of all Members is present.

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

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

- A. The Common Area, and all Improvements situated thereon, shall be kept by the Association in good condition and repair, reasonably free from debris and obstructions.

- B. The Paver and Hydronic Heating System as identified on the Plat as the Paver and Hydronic Heating Maintenance Easement shall be kept by the Association in good condition, operation and repair.
- C. Once the initial landscaping for the Common Area and each Sublot, including an appropriate irrigation system, has been completed by the Declarant, the Association shall, without further approval from the DRC, maintain, repair or replace, as necessary, plantings, landscape elements and the irrigation systems, unless such work changes the essential character or scope of the landscaping, and includes additional impacts on any other Sublots, including impacts on view corridors, in which case such work shall first be required to receive DRC approval prior to commencement. All landscaping shall at all times be properly maintained and irrigated.
- D. The Association shall be responsible for the removal of accumulated snow, in a timely manner as necessary following snowfall events, from all access roads, driveways, parking areas, Townhome accesses, sidewalks and improved pathways within the Subdivision, including Common Areas and Sublots.
- E. Unless otherwise agreed to in writing by the Board of Directors of the Association, all landscaping in the Common Area and on Sublots, including the planting, watering, replacement and maintenance of lawns, shrubs, trees, flowers and other vegetation and landscaping features and facilities, shall be within the sole responsibility and jurisdiction of the Association, the costs and expense of which shall be included by the Association in the calculation of its annual and/or special assessments.
- F. Unless otherwise agreed to in writing by the Board of Directors or otherwise provided in this Declaration, the Association may from time to time assert exclusive control over and responsibility for the exterior maintenance and repair of Improvements within Sublots, including painting, the cost and expense of which shall be included by the Association in the calculation of its annual and/or special assessments.
- G. The Association shall keep the Common Area and its Improvements fully insured as provided for in Article VIII.
- H. The Association shall pay, when due, and not permit to become delinquent, all real property taxes and assessments levied against the Common Area for the period commencing on the date title to the Common Area is conveyed to the Association, and continuing

thereafter for so long as it remains in the ownership of the Association.

- I. The Association may, from time to time, further modify, improve or equip the Common Area for the benefit of the Owners, and make such assessments or borrow such funds therefore as it deems necessary or appropriate, subject to the provisions and limitations set forth herein.
- J. The Association shall have the right to charge or assess reasonable user fees or assessments which may become necessary to defray costs incurred or to be incurred by the Association for improvement, operation or maintenance of any Common Area owned or hereafter acquired by the Association.
- K. The Association shall have the right to dedicate or transfer all or any part of the Common Area, or any interest therein, to any person, entity, public agency, authority or utility for such purposes and subject to such conditions as the Board of Directors of the Association may deem appropriate. Notwithstanding the foregoing, no conveyance of any portion of the Common Area in excess of 3,000 square feet shall be authorized or completed by the Association without the prior affirmative vote of not less than three-quarters of the total authorized votes of all Members, nor shall the Association be entitled to re-subdivide any portion of the Common Area for the purpose of establishing any additional Sublots or development parcels without the prior written consent of all members.
- L. The Association acknowledges the water main located within the Subdivision, whether on Common Area or Sublots, is private and agrees to repair and maintain said water main at its own expense.

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

Section 5.9 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration, and which may include fines for unresolved violations. Such rules and regulations may enforced by the Board, however, no fine may be imposed nor legal action taken against an Owner, until a hearing is held before all other Owners on not less than thirty (30) notice in accordance with Idaho Code §55-115(2) with at least two Owners approving such fine or pursuit of legal action prior to its implementation. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate. Once imposed, a fine may be collected as an Individual Assessment set forth in Section 6.5 and subject to the limitation on the use of lien and foreclosure remedies stated in Article VI. The Association may also take judicial action against any Owner to enforce compliance with the provisions of this Declaration, the Design Criteria, and any rule, regulation, assessment or fee duly promulgated or levied by it in accordance with the foregoing.

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

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

Section 5.12 Books and Records. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form which complies with generally accepted accounting principles. The Board or a majority of the Owners may at any time require an audit prepared by an independent, certified public accountant, which shall be paid for by the Association.

Section 5.13 Inspection of Association Documents, Books and Records. Upon request, the Association shall make available to the Owners, mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, Bylaws and other rules, books, records and financial statements of the Association, including the most recent annual financial statement, if one has been prepared. The term "available," as used herein, shall mean available for inspection upon

request, during normal business hours or under other reasonable circumstances to be determined by the Board of Directors. The Association may require the requesting party to pay a reasonable charge for the reproduction of any document, book or records desired.

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

ARTICLE VI ASSESSMENTS

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

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

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

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

Section 6.5 Individual Assessments. In addition to Annual, Special Assessments and fines that may be imposed under Section 5.9, should any reimbursement or fine owed to the Association solely by an Owner pursuant to Sections 3.4 or 5.9 hereof not be paid in the manner and terms set forth in said sections, the Association is hereby authorized to levy and assess against the Sublot for which reimbursement or fine is owed, and Owner thereof, as assessment for the amount owed ("Individual Assessment").

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

Section 6.7 Lien of Assessment. All sums duly assessed against any Sublot shall be secured by lien on said Sublot in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on said Sublot, with exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages deeds of trust or other security instruments perfected and recorded in Blaine County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Blaine County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Sublot and the legal description of said Sublot. Such notice shall be signed

by an officer of the Association and may be recorded until there is at least a sixty (60) day delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the State of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorney's fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

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

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

ARTICLE VII DESIGN REVIEW

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

receiving all applicable permits and approvals from the City of Ketchum for any such proposed expansion, exterior alteration or Improvement.

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

Section 7.3 Design Review Committee. The initial Design Review Committee shall consist of two (2) members, appointed by the Association's Board of Directors. Members of the DRC may, but need not be, Owners (including members of the Board), provided that, to the extent reasonably available, at least one (1) member shall be an architect licensed to practice in the State of Idaho, with experience in the design of single family townhome or condominiums in the Ketchum/Sun Valley area. Notwithstanding the foregoing, for a period of four (4) years from the date upon which the Declaration is recorded in the records of Blaine County, all members of the DRC shall be appointed by, and serve at the pleasure of, the Declarant. Thereafter, members shall be appointed, and serve at the pleasure of, the Board of Directors of the Association. A majority of the DRC shall constitute a quorum for the transaction of business at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the DRC.

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

- A. To require submission to the DRC of complete sets of plans and specifications for any proposed Townhome expansion, replacement, exterior alteration, or for any other proposed Improvement on any Sublot or Common Area. The DRC may also require submission of samples of materials proposed for any such project and may require such additional information as is reasonably necessary to evaluate the proposed work.
- B. To approve or disapprove any such submitted plans or specifications. All decisions of the DRC shall be submitted in writing to the applicant, and signed by all members of the DRC participating in such decision. In the event that the DRC fails to approve or disapprove any plans or specifications requested within forty-five (45) days after receiving a complete application therefore, together with all required plans or specifications and other information reasonably requested by the DRC, approval of the DRC shall conclusively be deemed to have been given.

- C. To obtain the service of architects, engineers or other professional consultants which the DRC deems necessary or appropriate to assist in the review process for any proposed Improvements.
- D. To require a fee to be set and, as necessary from time to time amended, by the DRC, in an amount reasonably calculated to defray the costs incurred in reviewing proposed development plans, including the costs incurred for the services of any professional consultants retained by the DRC to assist it in the review process and in monitoring compliance of all development with DRC approved plans and specifications.
- E. To establish the amount, and require the deposit, of a refundable fee to assure that all approved Improvements are completed in compliance with DRC approvals, and secure the repair of any Common Area infrastructure which may be damaged during the construction of any such approved Improvements.
- F. To complete the processing of all design review applications consistent with the terms and conditions set forth in this Declaration.
- G. To adopt, by majority vote, design criteria or guidelines governing the DRC design review and approval process.

Section 7.5 Development by Declarant. The provisions of this Article shall not apply to Declarant's initial construction of a Townhome on any Sublot, nor to any improvement or landscaping of the Common Area, nor to the subsequent repair, replacement or maintenance of said Common Area improvements or landscaping by the Declarant or the Association.

Section 7.6 Non-Liability for Actions. Neither the Declarant, the Board of Directors, nor the DRC, nor their respective members, successors or assigns, shall be liable in damages to anyone submitting plans to the DRC for approval, or to any Owner affected by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval, or failure to approve, any plans or specifications submitted to the DRC. Every Owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board of Directors, the DRC, or the Declarant to recover any such damages.

Section 7.7 Appeals. Any Owner may appeal a final decision of the DRC to the Board of Directors. Any such appeal must be filed in writing with the Board not more than thirty (30) days after the date of the DRC decision, and must set out with particularity the nature of the objections to the decision and the desired relief. Upon its receipt of a duly filed appeal, the Board shall consider the matter at a

meeting to be held not more than forty-five (45) days thereafter. Written notice of the meeting shall be provided to the DRC and the interested Owners, granting each an opportunity to appear and be heard. At the conclusion of the appeal hearing, including any necessary continuations thereof, the Board shall adopt and provide to the interested Owners its decision to affirm the DRC decision, to affirm it with additional conditions, overturn it, or remand the matter to the DRC with specific instructions for additional consideration. If the matter is remanded, the subsequent decision of the DRC shall also be subject to appeal in the manner set forth in this section.

ARTICLE VIII INSURANCE

Section 8.1 General Requirements. Commencing not later than the time of conveyance by the Declarant of a Sublot, improved with a Townhome, to a person other than the Declarant, the Association shall obtain, and thereafter maintain, a policy or policies of insurance, as set forth in this Article VIII, and the Board shall thereafter, no less frequently than every two (2) years, review and determine the adequacy of the Association's insurance coverage. All insurance shall be obtained from companies licensed to do business in the State of Idaho, and all insurance policies shall provide that coverage cannot be cancelled or substantially modified, including cancellation for non-payment of premiums, without at least thirty (30) days prior written notice to any and all insureds names therein.

Section 8.2 Association Insurance.

- A. *Fire and Casualty Insurance.* The Association shall obtain insurance for all Improvements situated on any Sublot and on Association-owned Common Areas in such amounts, to the extent available, as shall provide for full replacement thereof in the event of damage or destruction from any casualty against which such insurance applies. Such insurance shall include fire and extended coverage, including coverage for such other risks and hazards against which the Association shall deem appropriate. Said insurance coverage shall be "blanket coverage" for all Improvements, and the Association may elect such "deductible" provisions as, in the Association's opinion, are consistent with good business practices. Such fire and casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the respective Townhome Owners, and shall specify the interest of each Owner (Owner's name, Townhome number or address), and shall provide a standard loss-payable clause providing for payment of insurance proceeds to the Association as trustee for said Owners, and their respective mortgagees and deed of trust beneficiaries. Any such insurance proceeds obtained by the Association shall be used

exclusively in accordance with this Declaration. The Association shall furnish to each Owner a true copy of all casualty insurance policies covering its Townhome, upon request, and a certificate of insurance identifying the insured interest of the Owner. No such policies of fire and casualty insurance shall preclude any other policies of fire or casualty insurance owned and maintained by any Townhome Owner, or provides that Association policies be brought into contribution with any such insurance owned and maintain by an Owner.

- B. *General Liability Insurance.* The Association shall maintain general public liability insurance insuring the Board of Directors, the Association, and Owners covering all Common Area, Sublots and Townhomes. Said insurance shall cover liability of the insureds for property damage, bodily injury and death of persons arising out of the operation, maintenance and use of the Common Area, Sublots and Townhomes, including coverage for such risks as are customarily covered with respect to multi-family residential projects of similar construction, location and use. Said insurance shall contain a combined single policy limit for property damage, personal injury and wrongful death from a single occurrence in such amount as may be deemed appropriate by the Board of Directors, but in no event less than \$2,000,000.
- C. *Workmen's Compensation Insurance.* The Association shall maintain workmen's compensation insurance to the extent necessary to comply with the applicable laws of the State of Idaho for its employees, if any.
- D. *Directors and Officers Liability Insurance.* The Association shall maintain liability insurance for all members of the Board, in an amount to be determined by the Board of Directors.
- E. *Other Insurance.* The Association shall obtain and maintain such other insurance coverage as the Board, in its sole discretion, should deem necessary or appropriate to protect insurable interests of the Association and its members.

Section 8.3 Sublot Owners' Insurance. It should be noted by each Owner, that the Association is not required by this Declaration to provide any insurance covering Improvements within a Townhome, improvements to a Townhouse Unit beyond those included in the original construction of the Unit, personal property of any type belonging to the Owner or any other person or entity which may be located on the Common Area or Sublot, or within any Townhome. Any such insurance coverage shall be the sole responsibility of each Owner, at its sole cost and expense. Further, nothing herein contained shall preclude any Owner from obtaining any other or further insurance coverage, including fire, casualty and liability insurance, covering the Owner, the Owner's Sublot and/or Townhome.

Section 8.4 Required Provisions. All insurance policies carried pursuant to the requirements of this Article VIII must provide that:

(a) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;

(b) the insurer waives its rights to subrogation under the policy against any Owner or member of his household;

(c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(d) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the risks covered by the policy, the Association's policy provides primary insurance;

(e) any loss covered by the policies must be adjusted with the Association;

(f) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a security interest; and

(g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a security interest.

Section 8.5 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association.

Section 8.6 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE IX FIRE OR CASUALTY DAMAGE

Section 9.1 Damage Assessment. Upon the occurrence of any damage to, or destruction of, any Townhome or other Sublot or Common Area

Improvements resulting from any cause which is covered by the Association's fire and casualty insurance coverage, the Board of Directors shall promptly, and in all events within thirty (30) days after the occurrence of such damage or destruction, make the following determinations with respect thereto, employing such professional advice as the Board deems advisable, and make them available in writing to all Owners:

- A. The extent and nature of the damage, together with an inventory of the Townhomes and/or Improvements directly affected thereby.
- B. A reasonable estimate of the cost to repair the damage, which estimate shall, if practicable, be based upon estimates obtained from experienced contractors in Blaine County, Idaho.
- C. The estimated amount of proceeds, if any, available from the Association's fire and casualty insurance policies covering the loss or damage, and the amount of any other insurance proceeds which may be available to defer the costs of repair from any supplemental fire and casualty insurance maintained by the Owners of the affected Townhomes or Improvements.
- D. The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds.

Section 9.2 Notice of Damage. The Board of Directors shall promptly, and in all events within thirty (30) days after the date of such insured damage or destruction, file a proof of loss statement with its fire and casualty insurance company(ies) if the loss is covered by insurance, and abide by all terms and conditions of said policy(ies), unless the Board reasonably determines it would not be in the best interest of the Association and the affected Owner or Owners to file a proof of loss. If the damage affects a material portion of any Townhome, the Board shall also send a notice to each mortgagee or deed of trust beneficiary of that Townhome.

Section 9.3 Decision to Repair. Subject to the following terms and conditions, the Board shall, without undue delay, proceed to repair or replace Townhomes or other Improvements damaged or destroyed by fire or casualties covered by the Association's insurance policies:

- A. The Board shall, as soon as possible after the damage has occurred, undertake any emergency work that it deems reasonably necessary to avoid further damage to any Townhome or Improvements within the Subdivision.
- B. The Board, not less than thirty (30) days after damages insured by the Association's fire and casualty policy have occurred with respect

to any Townhome or other Sublot Improvements, promptly commence the repair thereof, applying, to the extent available and necessary, all insurance proceeds available from the Association's insurance policies and/or those policies of insurance, if any maintained by the Owner of said Townhome or Improvements. The Board shall have the authority to employ architects and engineers, advertise for bids, select contracts, and take such other action as is reasonably necessary to undertake and complete the repairs. Contracts for the repair work shall be commenced only when the Board, by means of insurance proceeds and the availability of sufficient Special Assessments, has provided for all costs to be incurred.

- C. The cost of repairing or replacing any Townhome or Improvement from insurance policies owned by the Association and/or the Owner of said Townhome or Improvement so damaged by fire or casualty, in excess of available insurance proceeds, shall be a common expense of the Association, and be subject to Special Assessments in the manner set forth in Article VI. In the event the insurance proceeds received from the Association's fire and casualty insurance policy(ies) exceed the cost of the repairs and replacements, the excess shall be distributed to the Owners in proportion to their respective obligations to pay Annual and Special Assessments.
- D. The nature and extend of said repairs or replacements shall be limited to restoring any damaged or destroyed Townhome or Improvement to substantially the same size and configuration as existed prior to the damage or destruction, in accordance with the original plans and specifications; provided, however, that modifications from those plans and specifications may, upon the request of the affected Owner, be approved by the Board of Directors subject to the following:
 - (i) Any modification must be approved by the DRC; and
 - (ii) Owner, at its sole cost and expense, agrees to be responsible for any additional costs incurred as a result of said modification.

Section 9.4 Decision Not to Repair. Notwithstanding the foregoing provisions of this Article IX, the Owner of any Townhome damaged or destroyed by fire or other casualty covered by the Association's insurance, may elect not to have the Townhome repaired or restored by presenting to the Board of Directors, within thirty (30) days after the damage or destruction has occurred, written notice of such election duly signed by the Owners of not less than seventy-five percent (75%) of all Sublots. In the event the damaged Townhome is not repaired or restored, any insurance proceeds which the Association receives or is entitled to

receive for such damage from the policies of fire and casualty insurance, less any expenses reasonable incurred by the Association in assessing or investigating the extent of the damage or in preparing for its repair, shall be distributed, as co-payees, to the Owner of said Townhome and all mortgagees, deed of trust beneficiaries, and other lien holders filed of record against said Townhome.

ARTICLE X REVOCATION OR AMENDMENT

Section 10.1 Method of Revocation or Amendment. This Declaration may be amended or revoked, in part or in whole, by an instrument duly approved and adopted by not less than three-quarters of the Owners entitled to vote. The amendment or revocation shall be effective as of the date a copy of the instrument adopted, together with a certification of the vote or other action of the Owners by a duly authorized officer of the Association, is recorded in the official records of Blaine County, Idaho. Any such revocation or amendment duly adopted and recorded shall be binding upon every Owner and Sublot, whether the burdens of this Declaration are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto. Notwithstanding the foregoing, the consent of the Declarant and any assignees of Declarant established pursuant to Section 12.3 shall be required for any proposed amendment to Sections 2.1, 3.4, 3.7, 5.5, 7.5 and 12.3 if, and to the extent that, at the time of any such proposed amendment the Declarant and/or such assignees own one or more Townhome Sublots which are subject to this Declaration.

ARTICLE XI MISCELLANEOUS

Section 11.1 Compliance. Each Owner shall comply with the provisions of this Declaration, Design Criteria, Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly enacted by the Association. Failure to comply shall be grounds for an action to recover sums due for damage or injunctive relief, or both, maintainable by the Association after a hearing as prescribed in section 5.9 or any Owner.

Section 11.2 Mailing Address. Each Owner shall provide the Association with such Owner's mailing address and/or email address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, or when the email has been sent, addressed to the Owner at the given address.

Section 11.3 Transfer of Rights. Any right or interest reserved hereby to the Declarant may be transferred or assigned by the Declarant to any person or entity.

Section 11.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 11.5 Severability. In any of the provisions of this Declaration, or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, phrase or word in any other circumstance shall not be affected thereby.

Section 11.6 Prevailing Law. The provisions of this Declaration shall be construed and enforced pursuant to the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

128 SADDLE ROAD, LLC
an Idaho Limited Liability Company

By: VP Companies, Inc.
Its Managing Member

By: _____
David C. Hutchinson, President

STATE OF IDAHO)
)ss.
County of Blaine)

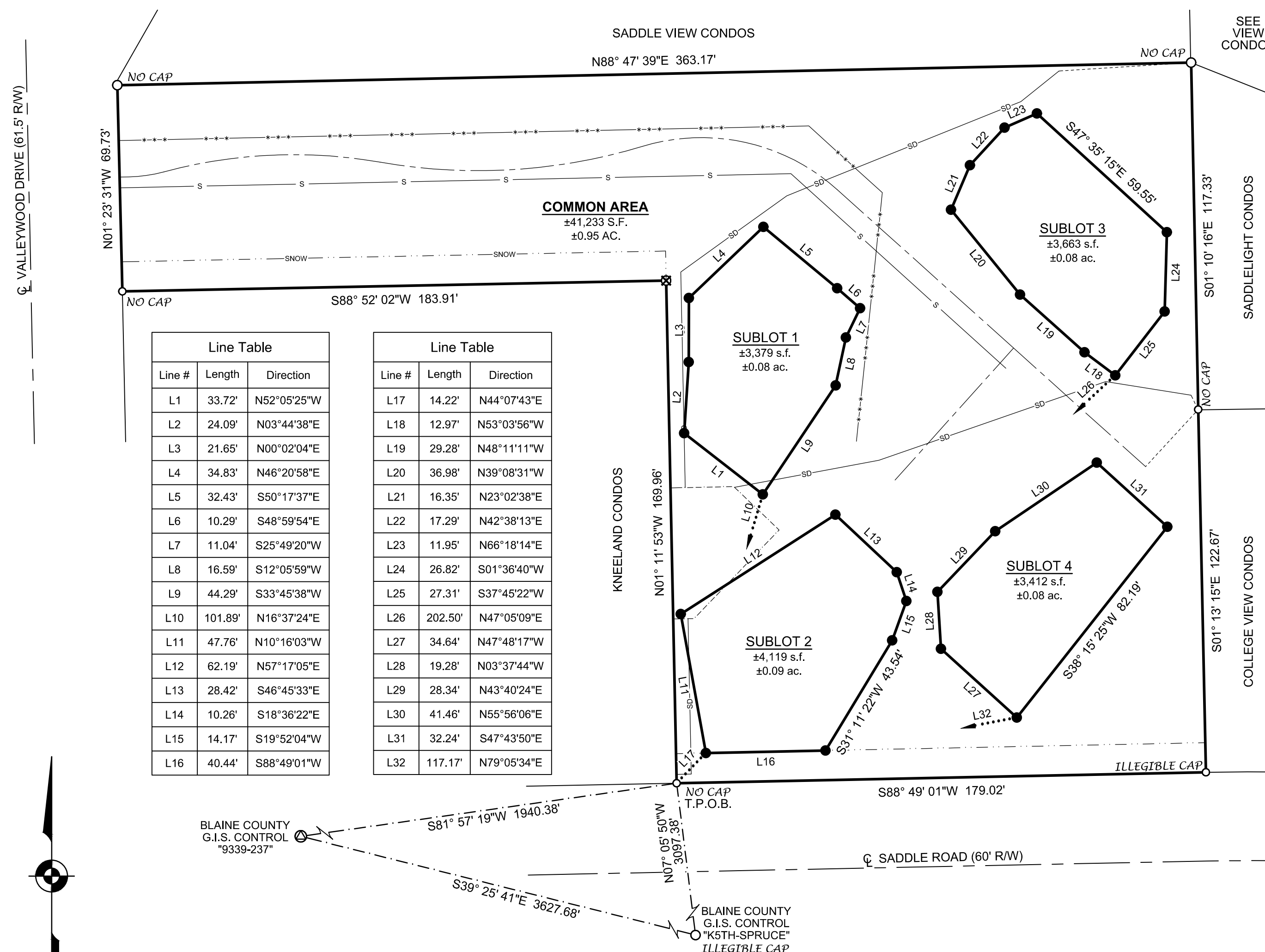
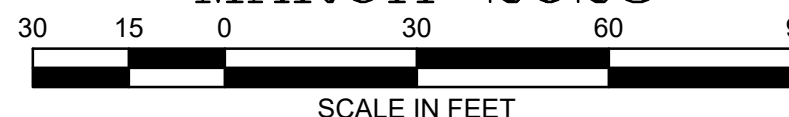
On this _____ day of January 2023 before me, a Notary Public, in and for said County and State, personally appeared David C. Hutchinson, known or identified to me to be the President of VP Companies, Inc., which is the Managing Member of 128 Saddle Road, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that such entity executed the same.

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

NOTARY PUBLIC
Residing at: _____
My commission expires: _____

A PLAT SHOWING 128 SADDLE ROAD TOWNHOMES

WHEREIN THE LOT 2, KNEELAND SUBDIVISION IS CONVERTED INTO TOWNHOMES
LOCATED WITHIN SECTION 7, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
MARCH 2023

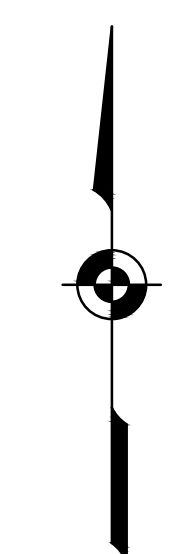


Line #	Length	Direction
L1	33.72'	N52°05'25"W
L2	24.09'	N03°44'38"E
L3	21.65'	N00°02'04"E
L4	34.83'	N46°20'58"E
L5	32.43'	S50°17'37"E
L6	10.29'	S48°59'54"E
L7	11.04'	S25°49'20"W
L8	16.59'	S12°05'59"W
L9	44.29'	S33°45'38"W
L10	101.89'	N16°37'24"E
L11	47.76'	N10°16'03"W
L12	62.19'	N57°17'05"E
L13	28.42'	S46°45'33"E
L14	10.26'	S18°36'22"E
L15	14.17'	S19°52'04"W
L16	40.44'	S88°49'01"W

Line #	Length	Direction
L17	14.22'	N44°07'43"E
L18	12.97'	N53°03'56"W
L19	29.28'	N48°11'11"W
L20	36.98'	N39°08'31"W
L21	16.35'	N23°02'38"E
L22	17.29'	N42°38'13"E
L23	11.95'	N66°18'14"E
L24	26.82'	S01°36'40"W
L25	27.31'	S37°45'22"W
L26	202.50'	N47°05'09"E
L27	34.64'	N47°48'17"W
L28	19.28'	N03°37'44"W
L29	28.34'	N43°40'24"E
L30	41.46'	N55°56'06"E
L31	32.24'	S47°43'50"E
L32	117.17'	N79°05'34"E

SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 2, Kneeland Subdivision, and replat said property into 128 Saddle Road Townhomes as shown. All found monuments have been accepted. The Boundary shown is based on found monuments and the recorded plat of Lot 2, Kneeland Subdivision, Instrument Number 259187, records of Blaine County, Idaho. Additional documents used in the course of this survey include Kneeland Condominium, Instrument Number 259189, records of Blaine County, Idaho.
- All new utilities shall be installed underground.
- Covenant, conditions, and restrictions for these townhomes exist under Inst. No. _____, records of Blaine County, Idaho.
- The water main on the property shall be a private line and not owned nor maintained by the City of Ketchum. The sewer main will be owned and maintained by the City of Ketchum. The City will not be responsible for repair and/or maintenance to the snow melt system or pavers which may result from the city repairing and/or maintaining the public sewer main. The driveway access is private and not owned nor maintained by the City of Ketchum. Said driveway access is a Fire Truck and Emergency Services access with edge of driveway being the minimum inside radii of 28' at turnaround. Each Sublot is provided access within the common area.
- All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
- Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
- The townhome sublots shown hereon are considered as one (1) land lot. Coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
- All areas outside Sublots are Common Areas.
- Property shown hereon is subject to the following exceptions per ALTA Commitment for Title Insurance by Stewart Title Guaranty Company, Countersigned by Blaine County Title, Commitment No. 1922046, dated January 20, 2023:
 - Notes, Easements and Restrictions, if any, as shown on the plat of Kneeland Subdivision, recorded December 26, 1984 as Instrument No. 259187, records of Blaine County, Idaho.
 - Agreement, including the terms and provisions thereof, by and between Packard Land, LLC, an Idaho limited liability company and 128 Saddle Road, LLC, an Idaho limited liability company, recorded August 18, 2021 as Instrument No. 685693, records of Blaine, Idaho.
 - Snow Storage Agreement, including the terms and provisions thereof, recorded October 18, 2022, as Instrument No. 696887, records of Blaine County, Idaho (and shown hereon).



SCALE: 1" = 40'

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

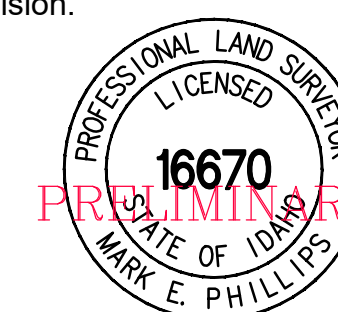
Date _____ South Central District Health Dept., EHS

LEGEND

- | | |
|--|------------------------------------|
| Property Line | Found Aluminum Cap on 5/8" Rebar |
| Adjoinder's Lot Line | Found Mag Nail |
| Centerline of Right-of-way | Found 5/8" Rebar |
| Sublot Unit tie to T.P.O.B. | Found 1/2" Rebar |
| Easement Tie Line | Set 5/8" Rebar, P.L.S. 16670 |
| G.I.S. Tie | Calculated Point, not set |
| Centerline of a 20' Wide Access Easement | T.P.O.B. = True Point of Beginning |
| Non-motorized Path Easement | |
| Centerline of a 10' Wide Joint Trench Easement | |
| Centerline of a 15' Wide Sewer Main Easement | |
| Centerline of a 10' Wide Storm Main Easement | |
| Storm System Storage Easement | |
| Snow Storage Easement | |

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



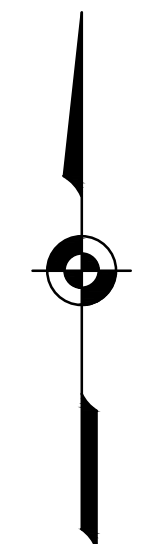
MARK E. PHILLIPS, P.L.S. 16670

128 SADDLE ROAD
TOWNHOMES

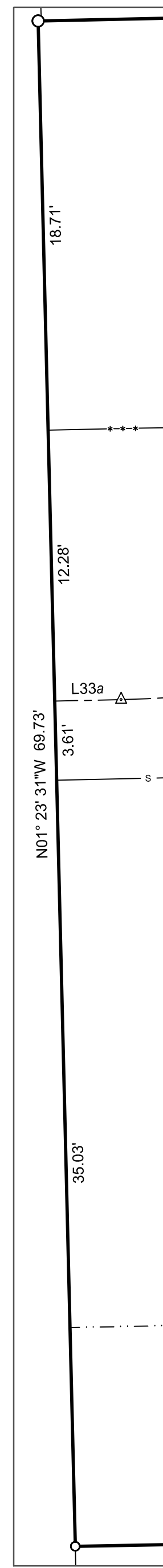
GALENA ENGINEERING, INC.
HAILEY, IDAHO

1 OF 3
Job No. 8051

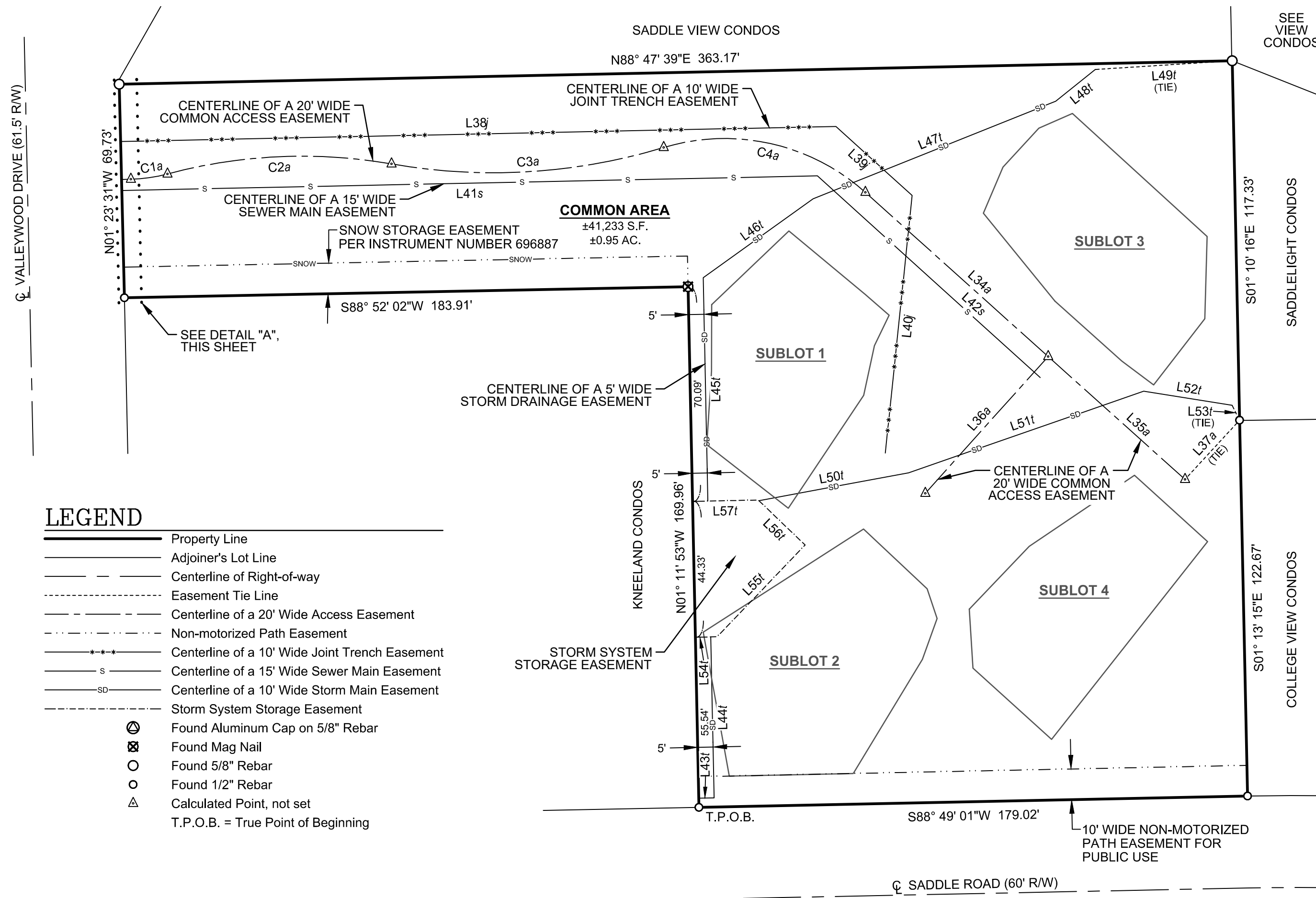
A PLAT SHOWING 128 SADDLE ROAD TOWNHOMES MARCH 2023



SCALE: 1" = 30'



DETAIL "A"
SCALE: 1" = 5'



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right-of-way
- - - - - Easement Tie Line
- - - - - Centerline of a 20' Wide Access Easement
- - - - - Non-motorized Path Easement
- - - - - Centerline of a 10' Wide Joint Trench Easement
- - - - - Centerline of a 15' Wide Sewer Main Easement
- - - - - Centerline of a 10' Wide Storm Main Easement
- - - - - Storm System Storage Easement
- ⊙ Found Aluminum Cap on 5/8" Rebar
- ⊗ Found Mag Nail
- Found 5/8" Rebar
- Found 1/2" Rebar
- △ Calculated Point, not set
- T.P.O.B. = True Point of Beginning

EASEMENT PLAN
SCALE: 1" = 30'

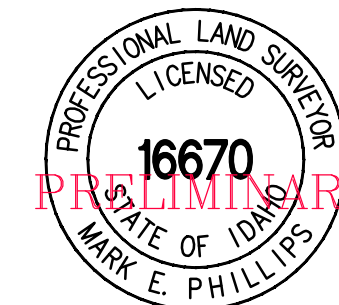
Line #	Length	Direction
L33a	3.03'	N88°46'36"E
L34a	80.17'	S48°04'16"E
L35a	60.00'	S48°04'16"E
L36a	60.00'	N41°55'44"E
L37a	26.26'	N42°40'34"E
L38j	233.39'	N88°47'39"E
L39j	33.56'	S47°49'54"E
L40j	84.53'	S05°56'39"W
L41s	226.95'	N88°47'39"E
L42s	98.04'	S47°49'54"E
L43t	5.00'	N88°51'08"E

Line #	Length	Direction
L44t	52.54'	N01°11'53"W
L45t	72.92'	N01°11'53"W
L46t	44.13'	N54°18'07"E
L47t	85.34'	N68°05'41"E
L48t	16.50'	N51°09'22"E
L49t	44.80'	N86°21'17"E
L50t	49.67'	N79°24'35"E
L51t	81.17'	N70°51'33"E
L52t	29.20'	S80°57'16"E
L53t	5.46'	S26°47'31"E
L54t	7.08'	N88°48'07"E

Line #	Length	Direction
L55t	41.48'	N43°48'07"E
L56t	21.21'	N46°11'53"W
L57t	21.41'	S88°48'07"W

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1a	12.09'	50.00'	13°51'14"	N81°50'59"E	12.06'
C2a	73.75'	168.95'	25°00'40"	N87°25'42"E	73.17'
C3a	89.79'	192.14'	26°46'26"	N86°32'48"E	88.97'
C4a	70.43'	68.66'	58°46'09"	S77°27'20"E	67.38'

** The lower case italicized subscript after the Line or Curve Number indicates which easement is labeled.
 a : Access Easement
 j : Joint Trench (Dry Utility) Easement
 s : Sewer Main Easement
 t : Storm System Easement



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

128 SADDLE ROAD
TOWNHOMES

GALENA ENGINEERING, INC.
HAILEY, IDAHO

2 OF 3
Job No. 8051

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:
A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

LOT 2, KNEELAND SUBDIVISION recorded as Instrument Number 259187, records of Blaine County, Idaho.

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

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

128 Saddle Road LLC
David Hutchinson, President of VP Companies,
signing for VP Companies, Inc., the Managing Member of 128 Saddle Road LLC

ACKNOWLEDGMENT

STATE OF _____ }
 }SS
COUNTY OF _____ }

On this _____ day of _____, 2023, before me, a notary public in and for said State, personally appeared David Hutchinson, known or identified to me to be the President of VP Companies, Managing Member of 128 Saddle Road LLC that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said LLC.

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

Notary Public in and for said State

Residing at

My Commission Expires

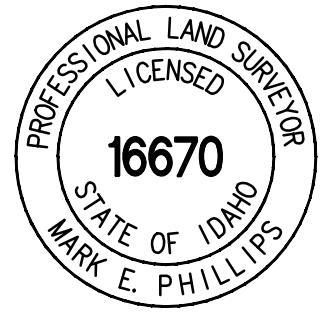
PROJECT ENGINEER'S CERTIFICATE

I, the undersigned, project engineer for 128 Saddle Road Townhomes, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Jeff Loomis, P-7986, Galena Engineering, INC

SURVEYOR'S CERTIFICATE

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



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 _____, 2023, this plat was duly accepted and approved.

Trent Donat, 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 _____, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, 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 _____, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

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

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER'S CERTIFICATE

128 SADDLE ROAD
TOWNHOMES

GALENA ENGINEERING, INC.
HAILEY, IDAHO

3 OF 3
Job No. 8051



City of Ketchum
Planning & Building

IN RE:)	
)	
Saddle Road Townhomes)	KETCHUM CITY COUNCIL
Townhouse Final Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 17, 2023)	DECISION
)	
File Number: P23-003)	

PROJECT: Saddle Road Townhomes

FILE NUMBERS: P23-003

APPLICATION: Townhouse Subdivision Final Plat

REPRESENTATIVE: Mark Phillips, Galena Engineering

OWNER: 128 Saddle Rd, LLC

LOCATION: 128 Saddle Road (Kneeland Subdivision: Lot 2)

ZONING: Tourist (T) Zoning District

OVERLAY: None

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

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Saddle Rd Townhomes final plat on January 13, 2023. The application was deemed complete on March 13, 2023. City departments conducted a thorough review of the application. Per the conditions of approval for the townhouse preliminary plat, all conditions of the Design Review approval, townhouse preliminary plat, and phased development agreement must be met prior to approval of the final plat. As of the date of these findings, all conditions have been met and all department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council conducted their final consideration of the Townhouse Subdivision Final Plat (File No. P23-003) application at their April 17, 2023, meeting. After considering the staff’s analysis and the application materials, the Council approved the application unanimously.

BACKGROUND

The 128 Saddle Road townhome development is a 4-unit detached townhome on a vacant lot to the east of the Kneeland building within the Tourist (T) Zoning District. The project site is a 1.282-acre undeveloped parcel with frontage on Saddle Road and flag -frontage along Valleywood Drive. The Planning & Zoning Commission held a public hearing and approved the Design Review (Application No. P21-013) and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat and Phased Development Agreement (Application P21-012) to the City Council on March 30, 2021. The Ketchum City Council considered and approved the Townhouse Subdivision application and Phased Development Agreement at their May 3, 2021 meeting.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements					
Compliant			Standards and City Council Findings		
Yes	No	N/A	City Code	City Standards and City Council Findings	
<input checked="" type="checkbox"/>	<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.	
			Findings	The applicant has submitted a complete final plat application including the CC&Rs. Per condition of approval #1, the applicant shall file such document for recording in conjunction with the final plat for recording.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C. 2	The subdivider may apply for preliminary plat approval from the City Council 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 City Council may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.	
			Findings	The townhome subdivision preliminary plat and design review applications for the development were reviewed concurrently. The design review was approved by the Planning and Zoning Commission on March 30, 2021 and the Preliminary Plat was approved by the City Council on May 3, 2021.	
<input checked="" type="checkbox"/>	<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.	

			Findings	The Ketchum City Council reviewed the preliminary plat per the requirements of all applicable sections and approved the plat as outlined in the findings of fact dated May 3, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.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.
			Findings	A Phased Development Agreement was approved by City Council on May 3, 2021. All requirements of the agreement have been met as of the date of these findings.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	D. Final Plat Procedure: 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: a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. 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.
			Findings	Per the phased development agreement, a certificate of occupancy for one unit was required prior to approval of the final plat. A certificate of occupancy for the first unit was issued on April 10, 2023, and therefore the final plat can be approved and recorded.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	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 All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
			Findings	The townhome project is located within the Tourist (T) Zone. The townhomes development has a Floor Area Ratio of 0.30. Building coverage requirements do not apply to the project as the size of the project is dictated by Floor Area Ratio.
<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.
			Findings	Each townhome unit includes an attached 2-car garage within each subplot.

<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)
			Findings	This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION FINAL PLAT REQUIREMENTS

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N / A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p><i>Findings</i> The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p><i>Findings</i> As shown on sheet 1, there are two points of beginning for the proposed subdivision. Therefore, this standard is met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p>Location and description of monuments.</p> <p><i>Findings</i> As shown on Sheets 1 and 2, all monuments are noted and described. Therefore, this standard is met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</p> <p><i>Findings</i> Sheet 1 provides property lines and boundary lines for the subject property, adjacent subdivisions, and adjacent streets. Sheet 2 shows the</p>

				<i>boundaries of all applicable easements on the property. As shown, this standard is met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	<i>As shown on Sheet 1, the adjacent subdivisions of Kneeland Condos, Saddle View, College View, and Saddlelight Condos are all labeled.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>Findings</i>	<i>As shown on Sheet 1, the right of ways for Valleywood Dr and Saddle Rd are both named and dimensioned.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Findings</i>	<i>Sheet 2 outlines all applicable easements on the property, public and private, including easements for utilities, emergency access, and the public bike path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Findings</i>	<i>This townhouse subdivision is part of an existing subdivision and no additional blocks are being created or numbered.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Findings</i>	<i>N/A as no dedications have been required or proposed for this townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Findings</i>	<i>This standard has been met. The name of the proposed subdivision is 128 Saddle Rd Townhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	<i>As shown on Sheet 1, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>Findings</i>	<i>As shown on Sheet 1, the right of ways for Valleywood Dr and Saddle Rd are both named and dimensioned. No new public streets are being proposed or required for the development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	<i>Plat note 3 on Sheet 1 includes the required note with a space to put the instrument number for the recorded declarations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.

			<i>Findings</i>	<i>Sheet 3 includes the required signature block that will be signed prior to recording of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the Final Plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Findings</i>	<i>Sheet 3 includes the required signature block for signature of the applicable property owners.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>Findings</i>	<i>Sheet 3 includes the required certificate and signature space for the project Engineer to sign the plat prior to recording of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>Findings</i>	<i>Sheet 3 includes the required certificate and signature space for the City Engineer to sign the plat prior to recording of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	<i>Sheet 3 includes the required certificate and signature space for the City Clerk to sign the plat prior to recording of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	<i>N/A as no restrictions were imposed by the Planning & Zoning Commission or Ketchum City Council during review of the Preliminary Plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>Findings</i>	<i>The city received the required application materials on January 13, 2023.</i>

CONCLUSIONS OF LAW

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

5. The project does meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum City Council approves this Final Plat application this Monday, April 17, 2023 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.
2. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.

Findings of Fact adopted this 17th day of April 2023.

Neil Bradshaw
Mayor
City of Ketchum

Attest:

Trent Donat, City Clerk



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The existing driveway grade does not conform to Fire Department standards, thereby limiting the ability of emergency services to respond quickly and efficiently in the event of an incident. The proposed snowmelt system will keep the driveway free of snow and ice during winter allowing an ambulance to safely access the home in case of an emergency and will enhance the existing driveway’s functionality and safety.
- The proposed driveway improvements will not impact drainage, snow removal, or city operations along 5th Street and complies with the standards for permanent right-of-way encroachments specified in Ketchum Municipal Code §12.12.060.
- During their meeting on April 11, 2023, the City Council provided policy direction that snowmelt systems for private driveways are prohibited from encroaching within residential public rights-of-way unless required by the Fire or Streets departments. The City Council commented that their policy direction would apply to new projects and that they would approve the Right-of-Way Encroachment Agreements for the 6 building permits that have been issued and are currently under construction. The snowmelt system for the existing driveway at 671 E 5th Street is both required by the Fire Department to accommodate ambulance access and is one of the 6 building permits that was issued prior to City Council’s policy direction prohibiting new snowmelt systems within residential rights-of-way.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	None
--	------

Attachments:

1. ROW Encroachment Agreement 22825

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 22825

THIS AGREEMENT, made and entered into this _____ day of April, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and CHARLES STEVENSON, representing 671 E 5th Street Holdings LLC ("Owner"), whose address is 611 North Street, Greenwich, Connecticut 06830.

RECITALS

WHEREAS, Owner is the owner of real property described as 671 E 5th Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a paver driveway and snowmelt system within the public right-of-way on East 5th 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 paver driveway and snowmelt system identified in Exhibit "A" within the public right-of-way on East 5th 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. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.
3. Snowmelt systems installed in the public right-of-way shall be installed as certified in Exhibit "B - Residential Snowmelt Installation Certificate" and operate at all times during the winter according to the following:

- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

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

13. 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: _____
Charles Stevenson
671 E 5th Street Holdings LLC
Its: Member

By: _____
Neil Bradshaw
Its: Mayor

STATE OF _____,)
County of _____) ss.

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared CHARLES STEVENSON, known to me to be a member of 671 E 5th Street Holdings LLC and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
County of Blaine) ss.

On this ____ day of _____, 2023, 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.

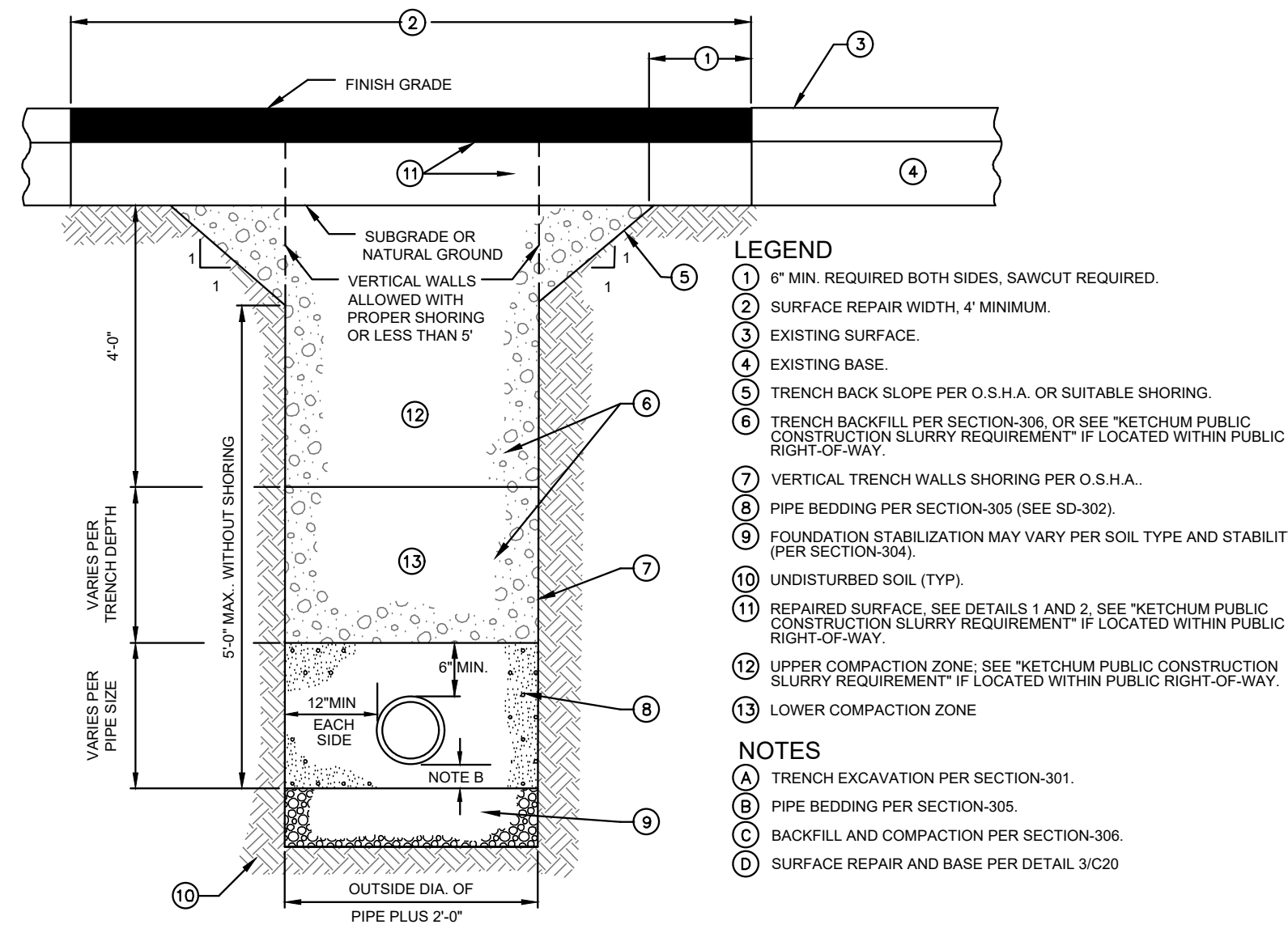
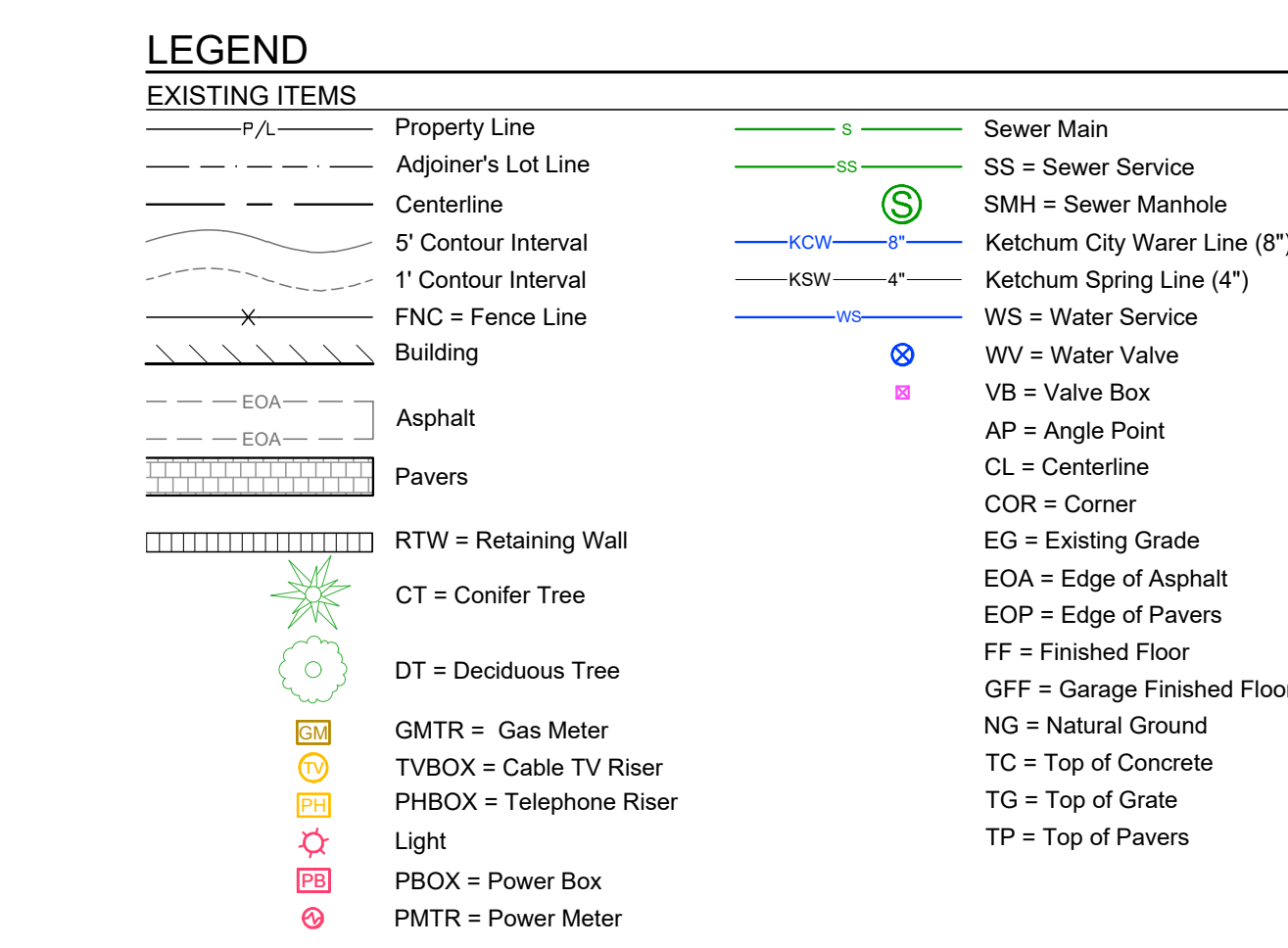
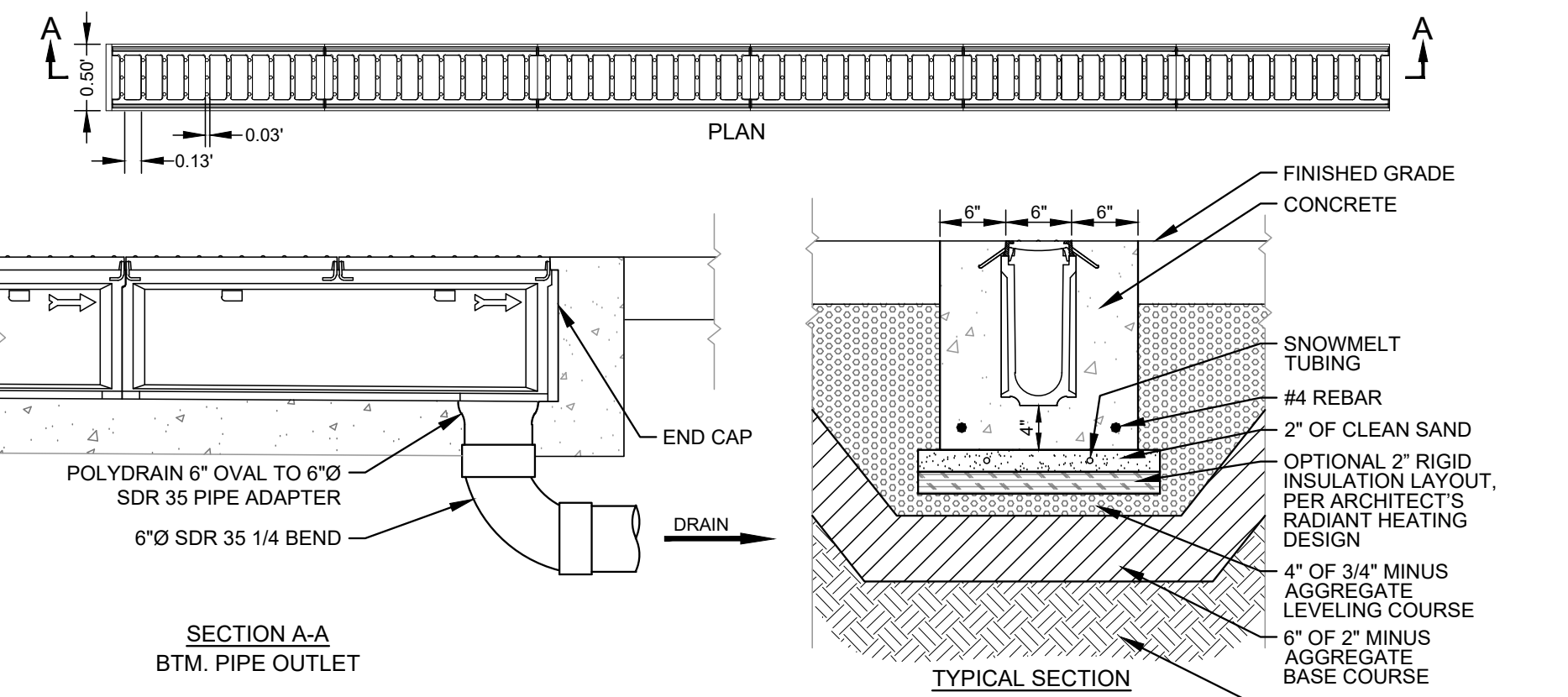
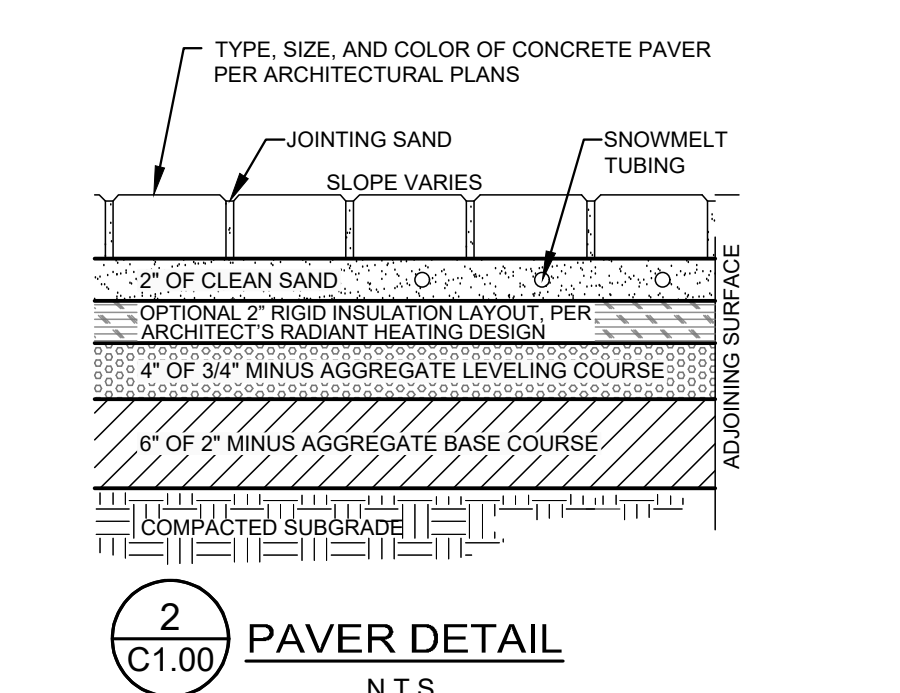
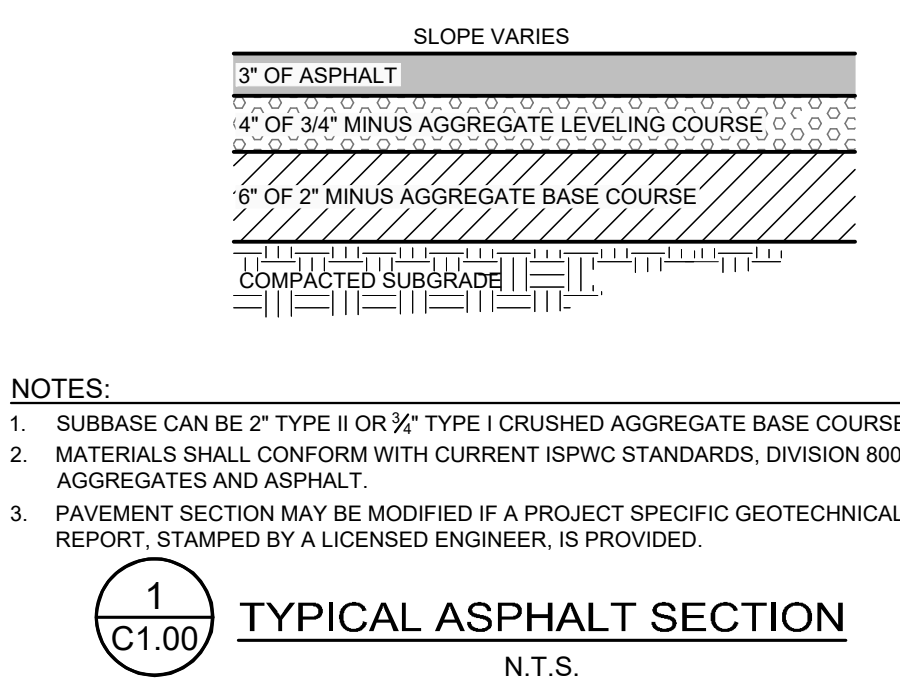
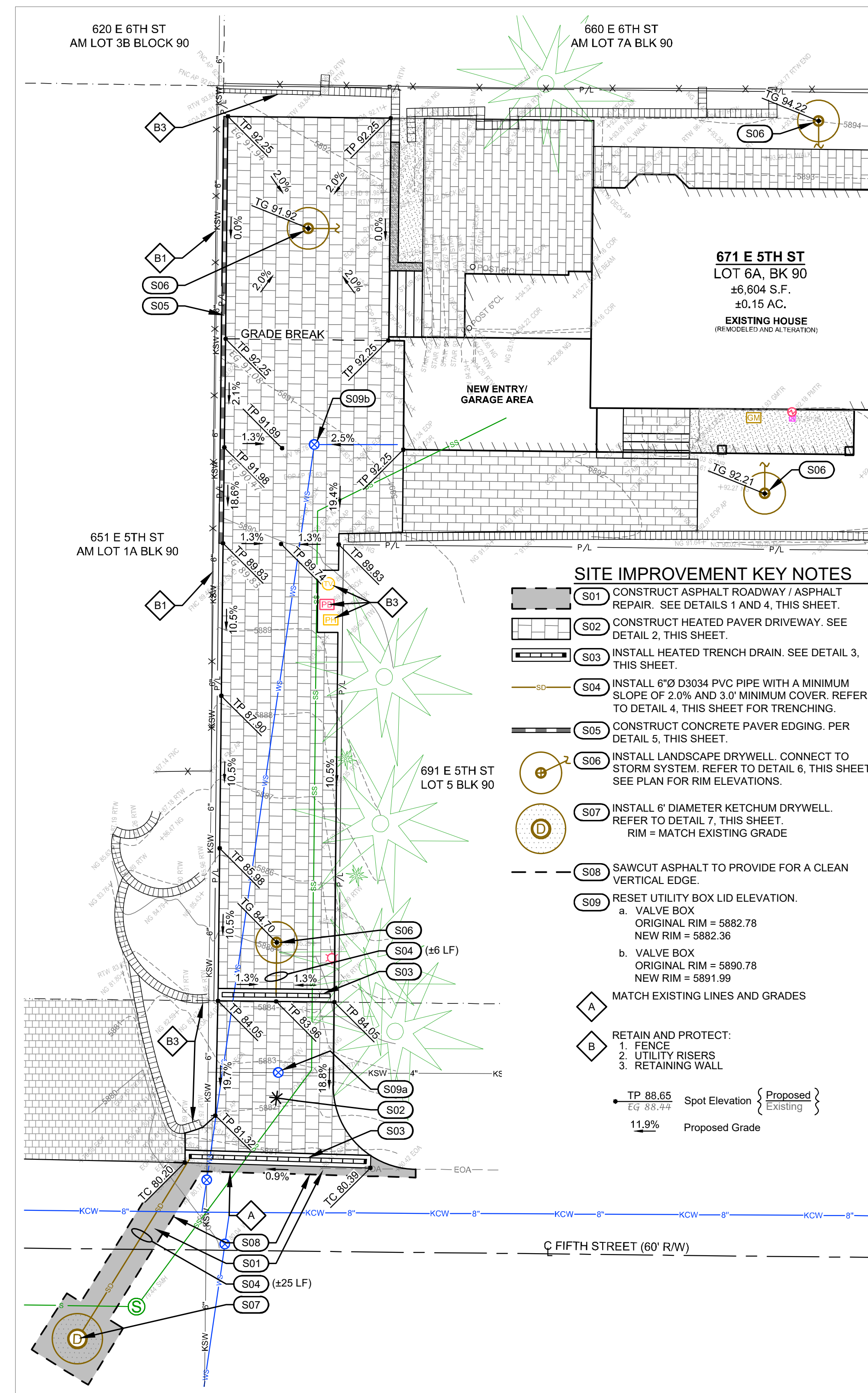
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
Commission expires _____

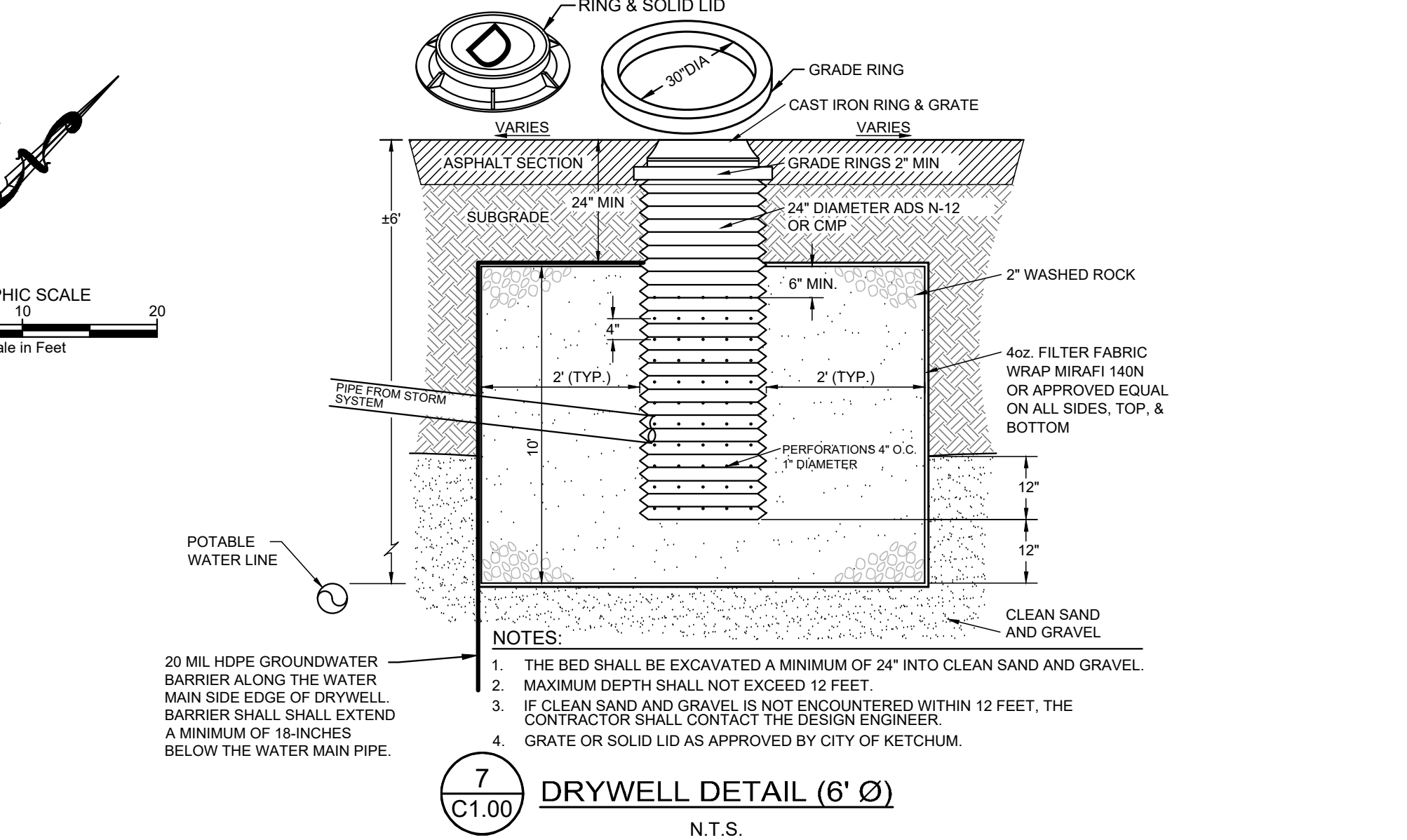
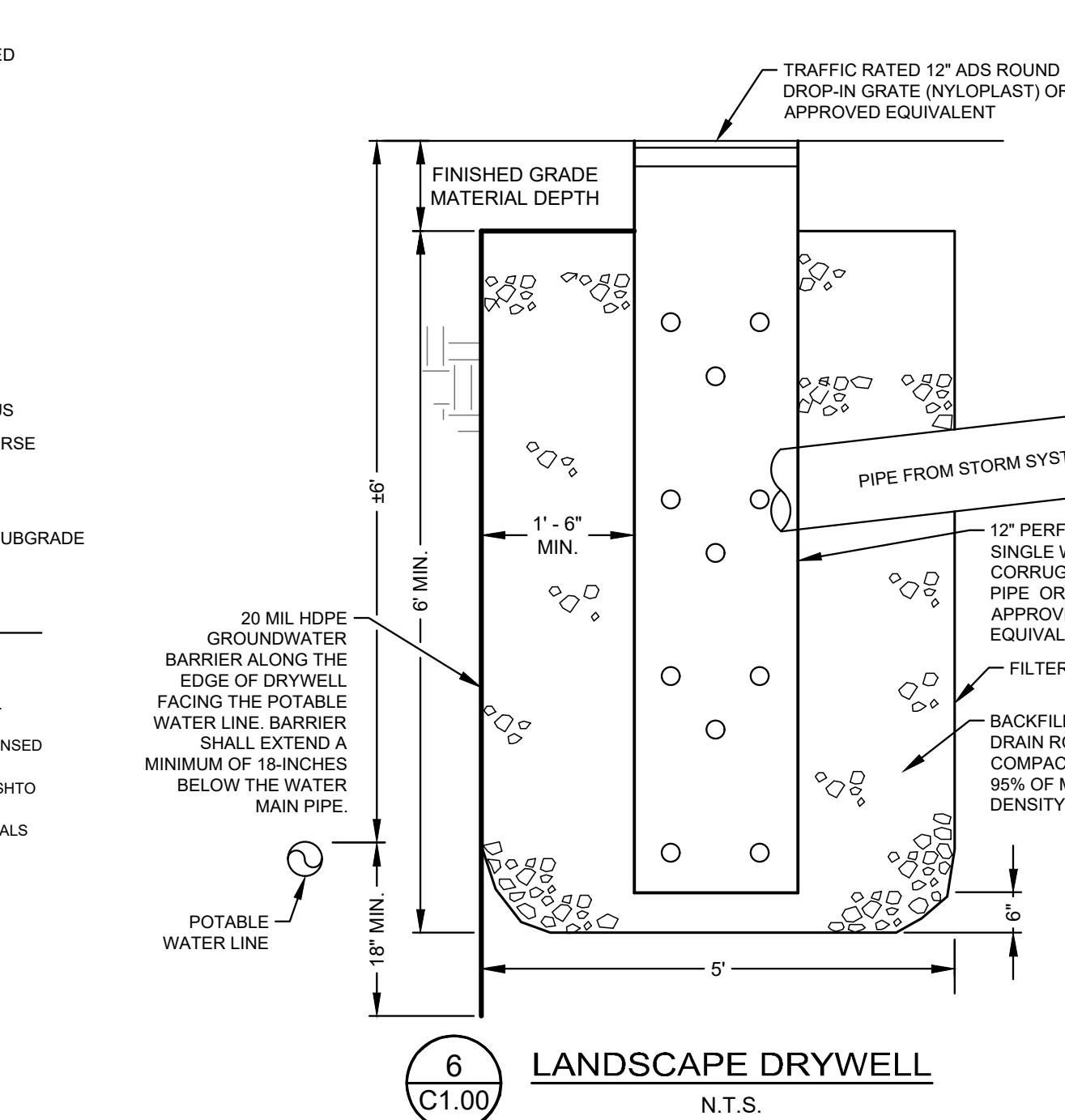
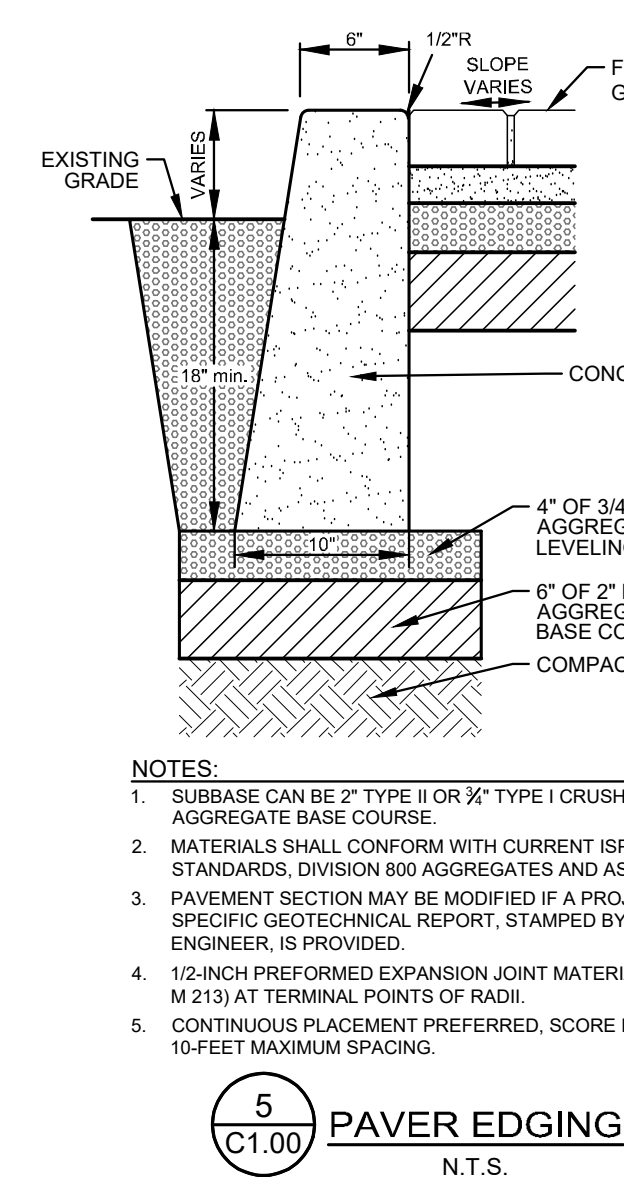
EXHIBIT A

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPC 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-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALT CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 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).
- ALL TRENCHING SHALL CONFORM TO ISPC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- BOUNDARY AND TOPOGRAPHIC INFORMATION IS PER A SURVEY BY GALENA ENGINEERING DATED 05/26/2021.



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\"/>



**A GRADING AND DRAINAGE PLAN SHOWING
 671 E 5TH ST: LOT 6A, BLK 90, KETCHUM TOWNSITE**
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR JOLYON SAWREY



DESIGNED BY
 CT
 DRAWN BY
 JCL
 CHECKED BY

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Halley, Idaho 83333
 (208) 768-1705
 email: galena@galena-engineering.com

PURPOSE: ISSUE FOR PERMIT

NO.	DATE	BY	REVISIONS

C1.00

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

PROJECT INFORMATION
 P:\sawrey\6022021\6022021-ENG.dwg 10/20/21 12:21:28 PM

EXHIBIT B



EXHIBIT "B"
RESIDENTIAL SNOWMELT INSTALLATION CERTIFICATE

PROPERTY OWNER'S NAME: 671 E. 5th Street Management, LLC
PROPERTY ADDRESS: 671 E. 5th St. Ketchum, ID, 83340
LEGAL DESCRIPTION: LOT #6A BLOCK #90
PARCEL NUMBER: APK 0000090006A

INSTALLATION CONTRACTOR INFORMATION

COMPANY NAME: THORNTON HEATING
CONTRACTOR ADDRESS: 121 Hospital Dr Ketchum, ID 83340
CONTRACTOR PHONE: (208) 726-5520
CONTRACTOR EMAIL: THORNTONHEATING@HOTMAIL.COM

Pursuant to the requirements of Right-of-Way Encroachment Agreement # _____, the installation contractor certifies the following:

I certify that the system proposed meets all requirements of the International Energy Conservation Code (2018 IECC, 403.12.2).

I certify that insulation will be installed below and along the perimeter of the system and that the insulation is rated R-10.

I certify that the boiler/heatpump/other (circle one) operates at a 95 percent efficiency.

Boiler/Heatpump Model Number: Lochinor FTX100

Other: _____

I certify that geofabric will be installed under the pavers to ensure positive drainage off the driveway or sidewalk.

I certify that the system will be operated by an electronic main control board that optimizes the way the system functions and minimizes inefficiencies to the greatest degree possible.

I certify that the system will be installed with in-ground control sensors, linked to the main control board, that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

By, Installation Contractor:

Print Name: Matt Thornton

Signature: [Signature]

Date: 10-27-22

By, Owner:

Print Name: ANNA GIERI

Signature: [Signature]

Date: 10-27-22

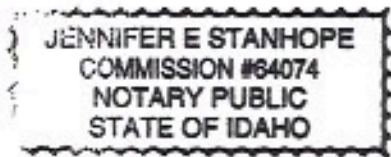
STATE OF Idaho)

) ss.

County of Blaine)

On this 27th day of October, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Matt Thornton (Installation Contractor), 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.



[Signature]
Notary Public for Idaho
Residing at Blaine County
Commission expires 8-11-26

STATE OF IDAHO)

) ss.

County of BLAINE)

On this 27 day of October, 2022, before me, the undersigned Notary Public in and for said State, personally appeared ANNA GEIST (Owner), 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.



[Signature]
Notary Public for IDAHO
Residing at HAILEY
Commission expires 8.11.22



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 17, 2023 Staff Member/Dept: Jade Riley/Administration

Agenda Item: Annual Review of Short-term Rental Registration Program

Recommended Motion:

There is no recommended motion. Staff will provide a briefing regarding the first year’s performance on the Short-term Rental Registration Program.

Reasons for Recommendation:

- Staff will review the attached presentation
• Overall, the program exceeded the first-year target of 65% compliance with approx. 72%
• Staff is only recommending one change for the second year of the program regarding fee methodology (flat versus per bedroom or sq footage)

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

On June 1, 2022 all short-term rental units were required to register with the City and comply with health and safety regulations. Idaho state law specifically empowers cities to regulate:

- “63-1802. LEGISLATIVE INTENT. This act is designed to promote access to short-term rentals and vacation rentals by limiting local governmental authority to prohibit these beneficial property uses, or to specifically target them for regulation, except in circumstances necessary to safeguard public health and welfare.”

The following elements contained in the ordinance:

- All STRs required to register with City
• Permit requirements focus on life safety, including:
• Operable bedroom windows
• Monitored smoke alarms and carbon monoxide detectors, fire extinguishers, and fire/life safety plan
• Adequate parking and safe site access
• Quiet hours
• Local representative listed
• 20+ occupants = CUP
• Not allowed in Light Industrial; not allowed in avalanche zones during winter months (Nov 15 – April 15)

Staff did initially offer the concept of regulating short-term units similar to hotels/motels under the fire code. That was not included in the approved ordinance.

Sustainability Impact:

No direct impact.

Financial Impact:

None OR Adequate funds exist in account:

A registration fee was developed in order to recover direct expenses related to the administering the program. Staff has developed an alternate methodology (bedroom vs. flat fee) for Council consideration.

Attachments:

1. Staff presentation



Short-Term Rentals Annual Update

April 17, 2023



Short-Term Rentals

Agenda

- Recap of regulations
- Recap of comp set
- Lessons learned to date
- Program by the numbers
- Potential adjustments to the program
 - Fee renewal methodology options
- Feedback
- Tonight's requested action



Short-Term Rentals

Recap of regulations

63-1802. LEGISLATIVE INTENT. This act is designed to promote access to short-term rentals and vacation rentals by limiting local governmental authority to prohibit these beneficial property uses, or to specifically target them for regulation, **except in circumstances necessary to safeguard public health and welfare.** This act is also designed to preserve personal property rights and promote property owner access to platforms for offering their properties as short-term rentals and vacation rentals, and enhancing local tax revenue by permitting platforms to assume tax collection and remittance responsibilities.



Short-Term Rentals

Recap of regulations

- All STRs required to register with City
- Opted to not hold them to the same fire standards as hotels
- Permit requirements focused on life safety, including:
 - Operable bedroom windows
 - Monitored smoke alarms and carbon monoxide detectors, fire extinguishers, and fire/life safety plan
 - Adequate parking and safe site access
 - Quiet hours
 - Local representative listed
 - 20+ occupants = CUP
 - Not allowed in Light Industrial; not allowed in avalanche zones during winter months (Nov 15 – April 15)

	Ketchum	Breck	Crested Butte	McCall	Telluride	Park City	Vail
Allowed in Primary Residence?	Y	Y	Y	Y	Y	Y	Y
Allowed in Non-Primary Residence?	Y	Y	Y	Y	Y	Y	Y
License Required?	Y	Y	Y	Y	Y	Y	Y
Limit # licenses issued?	N	N	Y/N	N	Y	N	N
Concentration Limit? (# allowed/block)	N	N	Y	N	N	N	N
Zoning Limitations? (ie, STRS only allowed in certain zones.)	N	Maybe updated in 2022	30% of non-deed restricted units in certain residential zone districts	N	Residential Zone district limits on # of rentals per year	Prohibited in most Single-Family Zoned areas; some Resort Zoned subdivisions	N
Occupancy Limits?	2/bedroom	2/bedroom + 4/property	Y	2/bedroom + 2/property	N	N	2/bedroom + 2/property
Require a "local responsible party" to take complaints?	Y	Doesn't have to be near property	Y	Y	Y	Y	Y
Utilize a 24-hour call center for complaints?	N	Y	Y	N	N	Y	Y
Total # of housing units	3,799	7,713	1,254	3,725	(not coming/provided)	8000 res units; Approx. 5100 NR units	7,359
Number of licenses issued	276	4,319	205 (190 unlimited, 15 'primary occupant vacation rental')	403	775 (includes hotels)	2,400	2,454
% of residential units with STR licenses	7%	56%	16%	11%	(not coming/provided)	63%	31%
- 2023 data -						- 2022 data -	



Short-Term Rentals

By-the-Numbers



Short-Term Rentals

Program by-the-numbers

Registered & Approved	Registered & Pending	Registered & Denied	Non-Compliant	Unidentified
276	127	3	19	128
= 406 applications received			= 147 outstanding (fluctuates)	

- Registered & Approved
- Registered & Pending
 - Awaiting Life Safety Plan documentation, have not been inspected
 - Notification letter of 30-day warning to go out (comply or be denied)
- Registered & Denied
 - Didn't meet life safety requirements
 - 2 of the original 5 denied have since installed windows (thus now compliant)



Short-Term Rentals

Program by-the-numbers

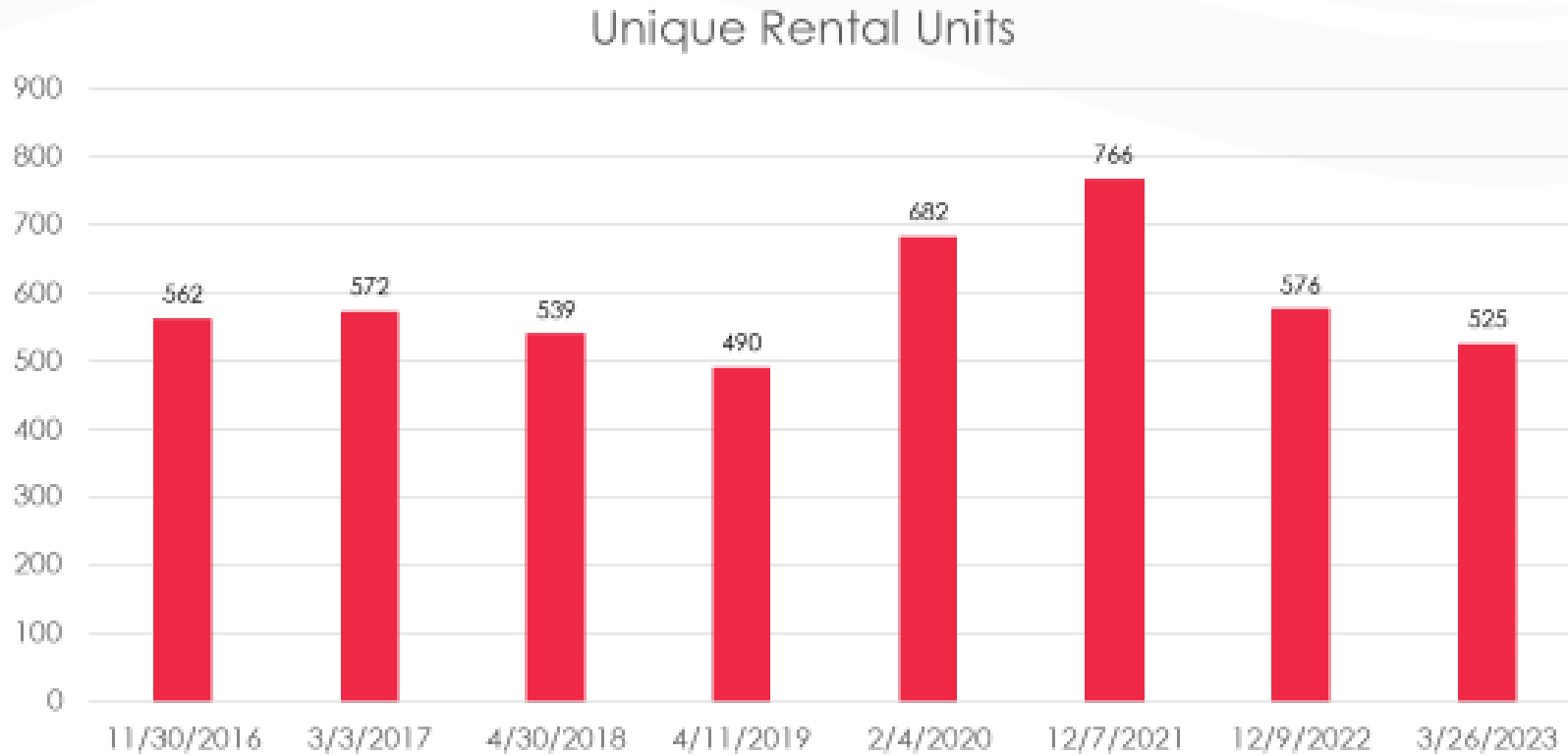
Registered & Approved	Registered & Pending	Registered & Denied	Non-Compliant	Unidentified
276	127	3	19	128
= 406 applications received			= 147 outstanding (fluctuates)	

- Non-Compliant (confirmed/identified as operating as an STR). Enforcement timeline:
 - Registration opens – June 2022
 - Postcards mailed – June 2022
 - ‘Reminder’ postcards mailed – September 2022
 - City-issued warning letters mailed – November 2022
 - Final Legal-issued warning letters (46) mailed – January 2023
- Unidentified
 - Confirmed a parcel (property) is an STR but have not confirmed the physical address
 - Confirmed the owner and address information, but have not identified if the property is an STR



Short-Term Rentals Program by-the-numbers

Ketchum's Historic Counts

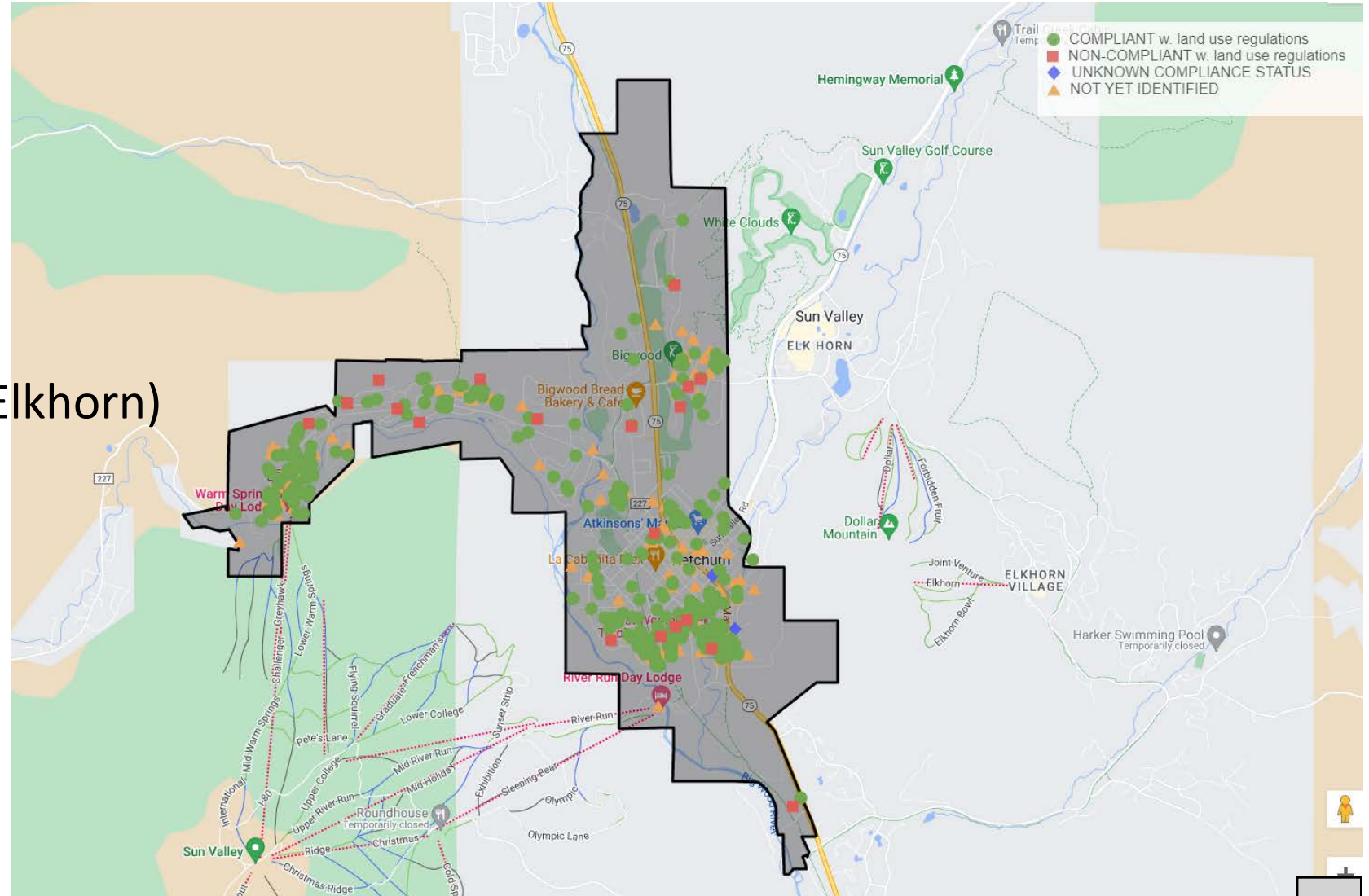




Short-Term Rentals Program by-the-numbers

Density:

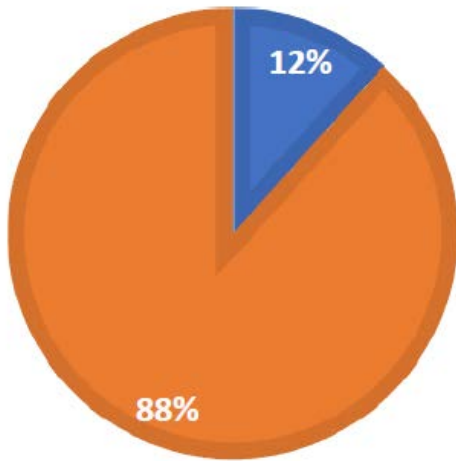
- ~90 – Warm Springs
- ~294 – Downtown (10th to Elkhorn)
- ~12 – North Ketchum



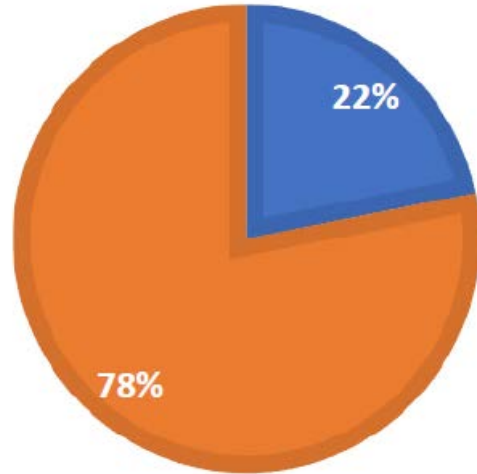


Short-Term Rentals
Program by-the-numbers

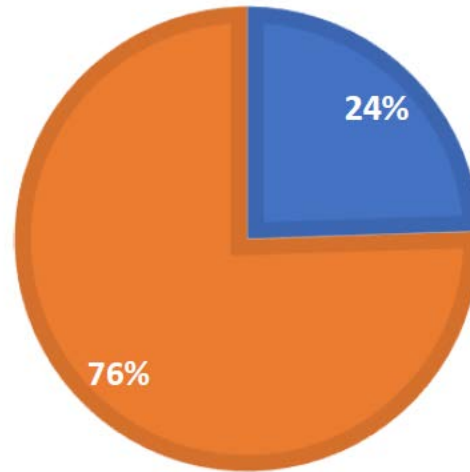
Condo complex examples:



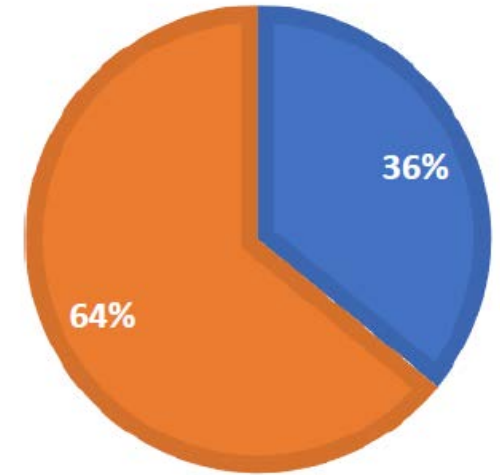
Warm Springs
5 of 16



West Ketchum
7 of 32



River Run
12 of 49



West Ketchum
23 of 64

■ STR ■ Non-STR*

(could be non-compliant, unidentified, or long-term)



Short-Term Rentals

Lessons Learned



Short-Term Rentals

Lessons learned

- **Program Administration**
 - Year 1 primary issue: Applicants submitting paperwork outside of the portal
- **Fire Inspection**
 - Year 1 primary issue(s):
 - incomplete documentation, whether that's the DOC or the Fire/Life Safety Plan
 - supply chain issues on window and monitoring equipment



Lessons learned

- **Year 2 recommendations:**
 - No change to regulations.
 - Improvements to the website and online portal
 - Online complaint form for neighbors
 - Map of registered units
 - Increase transparency / FAQ sheet explaining:
 - WHY requirements don't apply to all households
 - WHAT a completed plan looks like
 - WHAT will happen if a permit is denied and the unit is still operating as an STR
- *Grace period has ended.* Permits will not be issued or renewed until all pieces submitted.



Short-Term Rentals

Success Story



Short-Term Rentals

Fee Methodology



Short-Term Rentals

Fee Methodology

Fee methodology – options:

- Per unit
- Per bedroom (studio/lofts = 1 bedroom)
- Base rate + bedrooms
- Square footage

- Tiered rate for new applicants vs. renewals



Short-Term Rentals
Fee Methodology

	Year 1	Year 2
Program Costs	\$273,815	\$204,691
Registered Units	402	406
Actual Registration Fee	\$527	
Proposed Registration Fee		\$504
Net Cost of Program	\$61,961	
Cost Recovery Rate	77.4%	100%
Break-Even Fee Amount	\$681/unit	\$504/unit
Break-Even Fee Amount		\$202/room*

*based on 1,105 bedrooms



Short-Term Rentals
Discussion

Questions?



Short-Term Rentals
Next Steps

I move to approve Contract #23083, authorizing the City Treasurer to sign the agreement.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The City already has a contract with Granicus for short-term rental inventory, compliance, and analytic services.
- City staff have been able to collect short-term rental data as a result of the original agreement. City staff will continue to gather data regarding STRs.
- City staff have been able to oversee and manage the Short-Term Rental Permitting program as a result of the original agreement.

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

Sustainability Impact:

Financial Impact:

Adequate funds exist in account:

Attachments:

1. Granicus contract proposal

2. PO 23083
3.

Granicus Proposal for Ketchum, ID

ORDER DETAILS

Prepared By: Jessica Shubbie
Phone:
Email: jessica.shubbie@granicus.com
Order #: Q-240783
Prepared On: 07 Mar 2023
Expires On: 21 Feb 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 02/21/2023
Period of Performance: 02/22/2023 - 02/21/2024

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$11,216.00
Mobile Permitting & Registration	Annual	1 Each	\$4,767.20
Compliance Monitoring	Annual	1 Each	\$5,608.00
Rental Activity Monitoring Lite	Annual	1 Each	\$0.00
SUBTOTAL:			\$21,591.20

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Mobile Permitting & Registration	Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation <ul style="list-style-type: none"> - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement

TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 02/22/2022 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Ketchum, ID to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Renewal pricing for Address Identification, Compliance Monitoring, Rental Activity Monitoring, 24/7 Hotline, Tax Collection, and Mobile Permitting & Registration is based on the average volume of rental listings or units for the preceding 10-12 months and is subject to volume-based pricing adjustments as described herein.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-240783 dated 07 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Ketchum, ID	
Signature:	
Name:	
Title:	
Date:	



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: 23083

To: 5135 GRANICUS DEPT CH - BOX 19634 PALATINE IL 60055-9634	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/06/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	Short-Term Rental Inventory, Compliance, & Analy 22-4910-4200	21,591.20	21,591.20
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		21,591.20

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

There is no required motion, staff are requesting general feedback.

Reasons for Recommendation:

- City staff is in the process of updating the overall flood plan which is organized for each department's tasks in the following phases:
 - Preparation
 - Response
 - Recovery
- Staff will review the attached presentation
- The city has initiated multiple public outreach efforts to raise awareness in the community of the flooding threat and proper precautions residents can implement. A community meeting has been scheduled on Tuesday, April 18th @ 6 PM in the Community Meeting Room with a National Weather Service Representative.

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

See attached presentation

Sustainability Impact:

No direct impact.

Financial Impact:

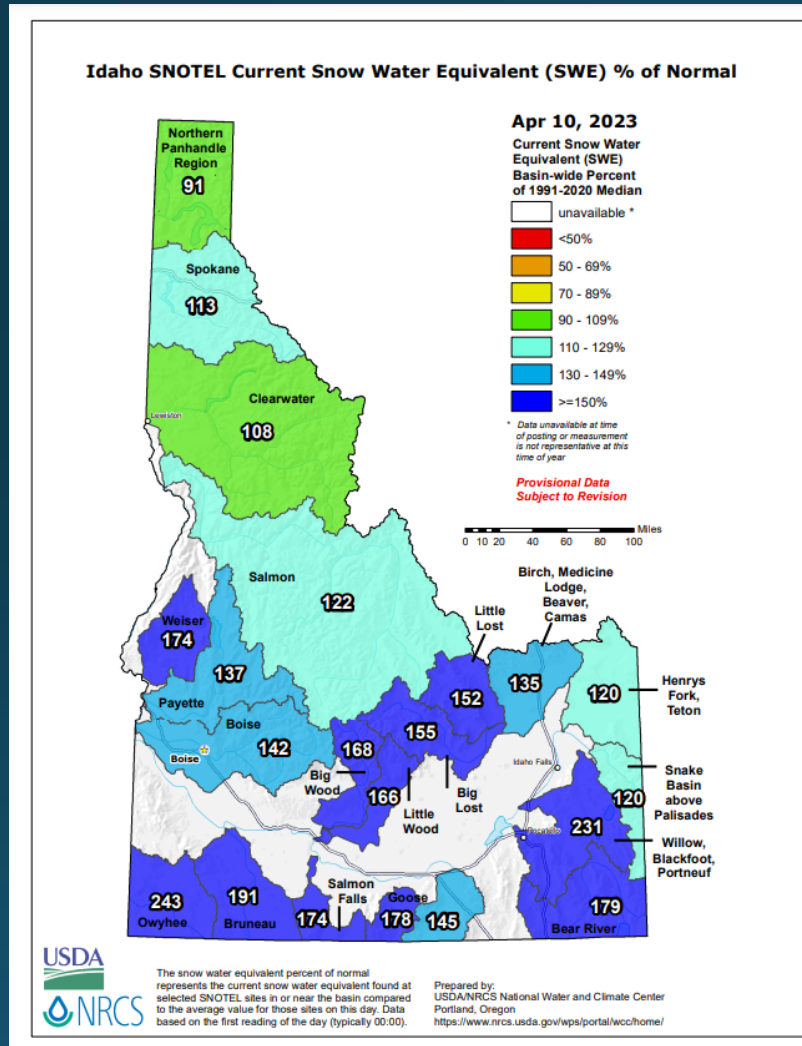
None OR Adequate funds exist in account:	City staff will code all hours worked and expenses to one charge account in the event an emergency declaration is executed in order to access FEMA funds.
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Attachments:

1. Draft staff presentation

Flood Response

Current Situation

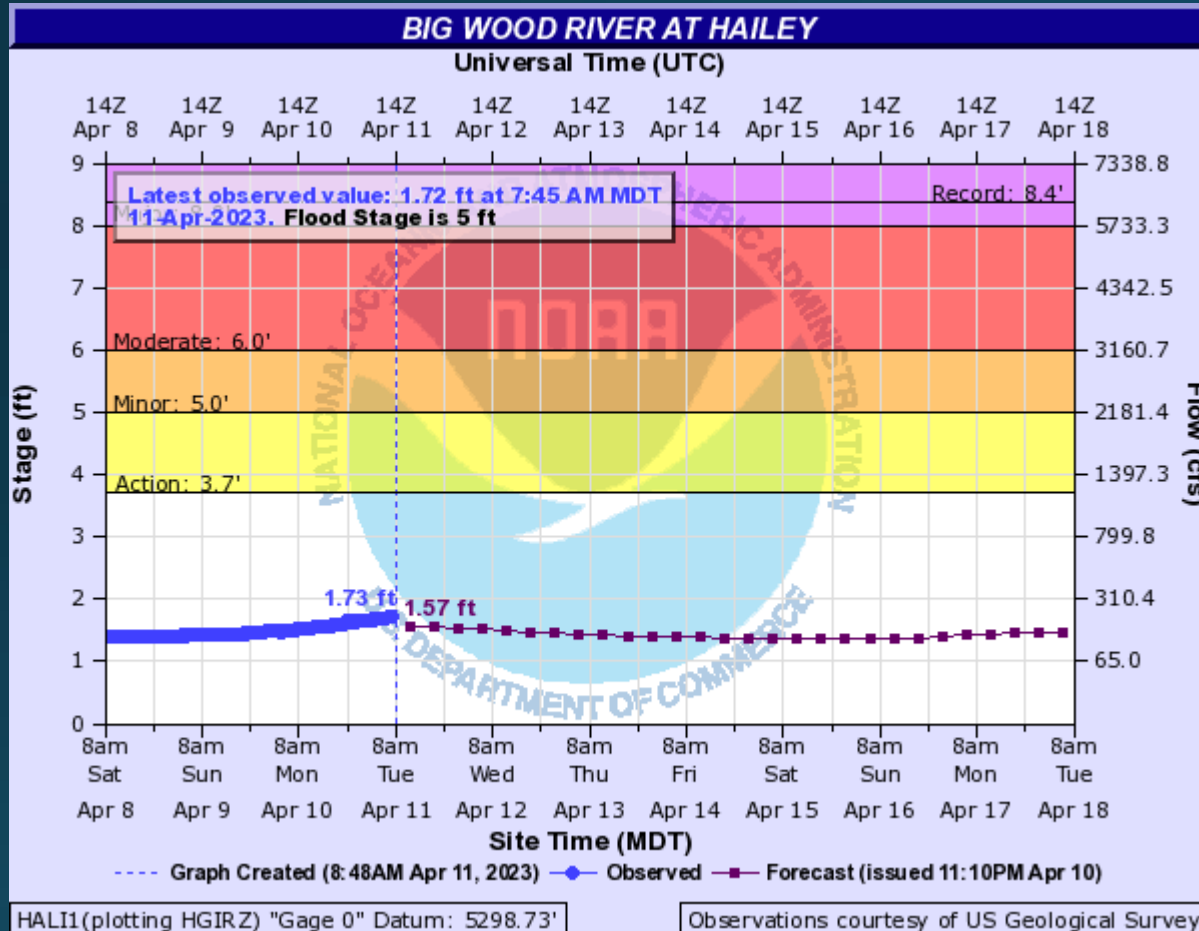


Snowpack is 68% above normal.

Recent warmer temperatures have started to improve situation.

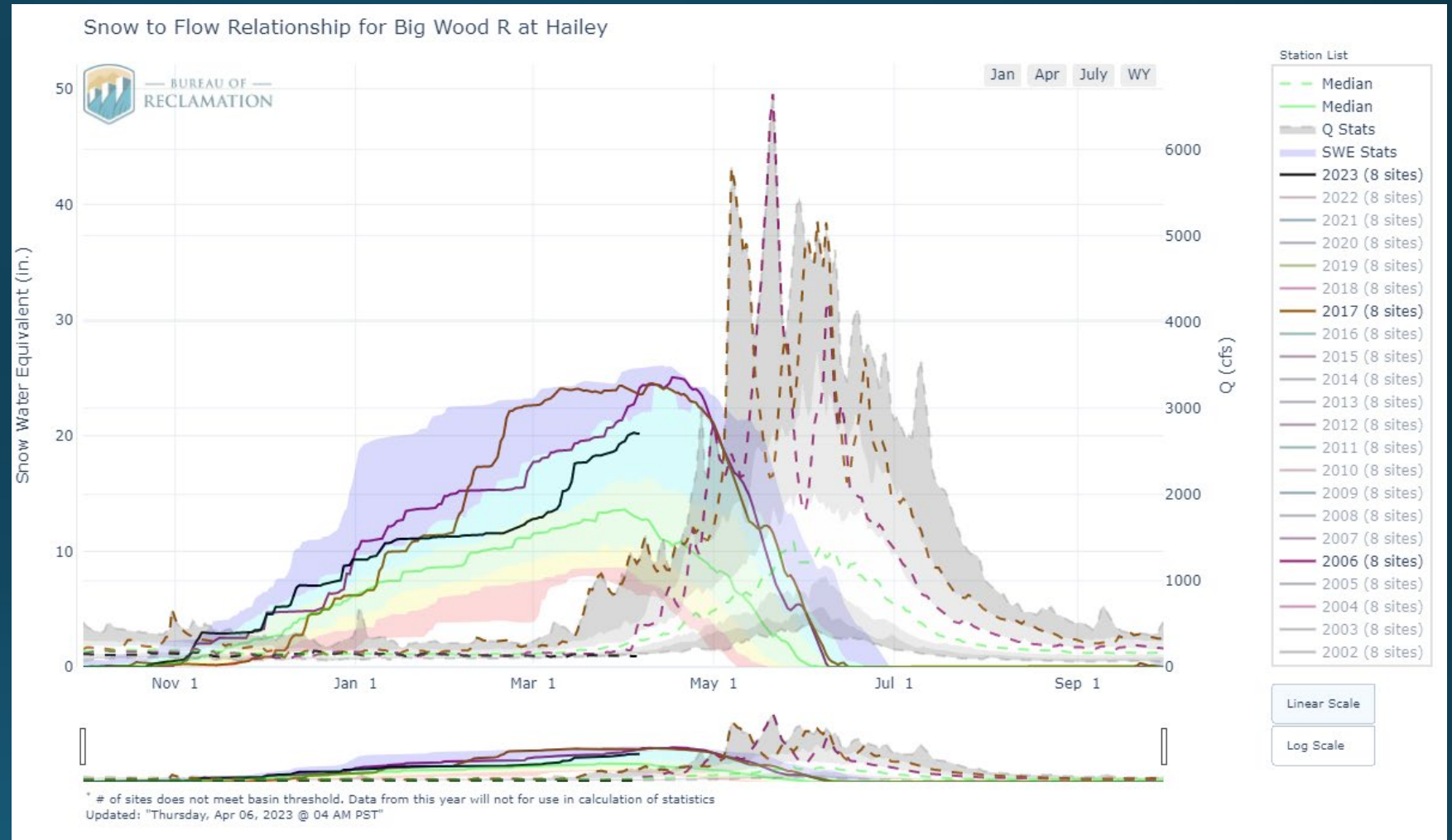
Looking forward temperatures are a moving target.

Current Conditions



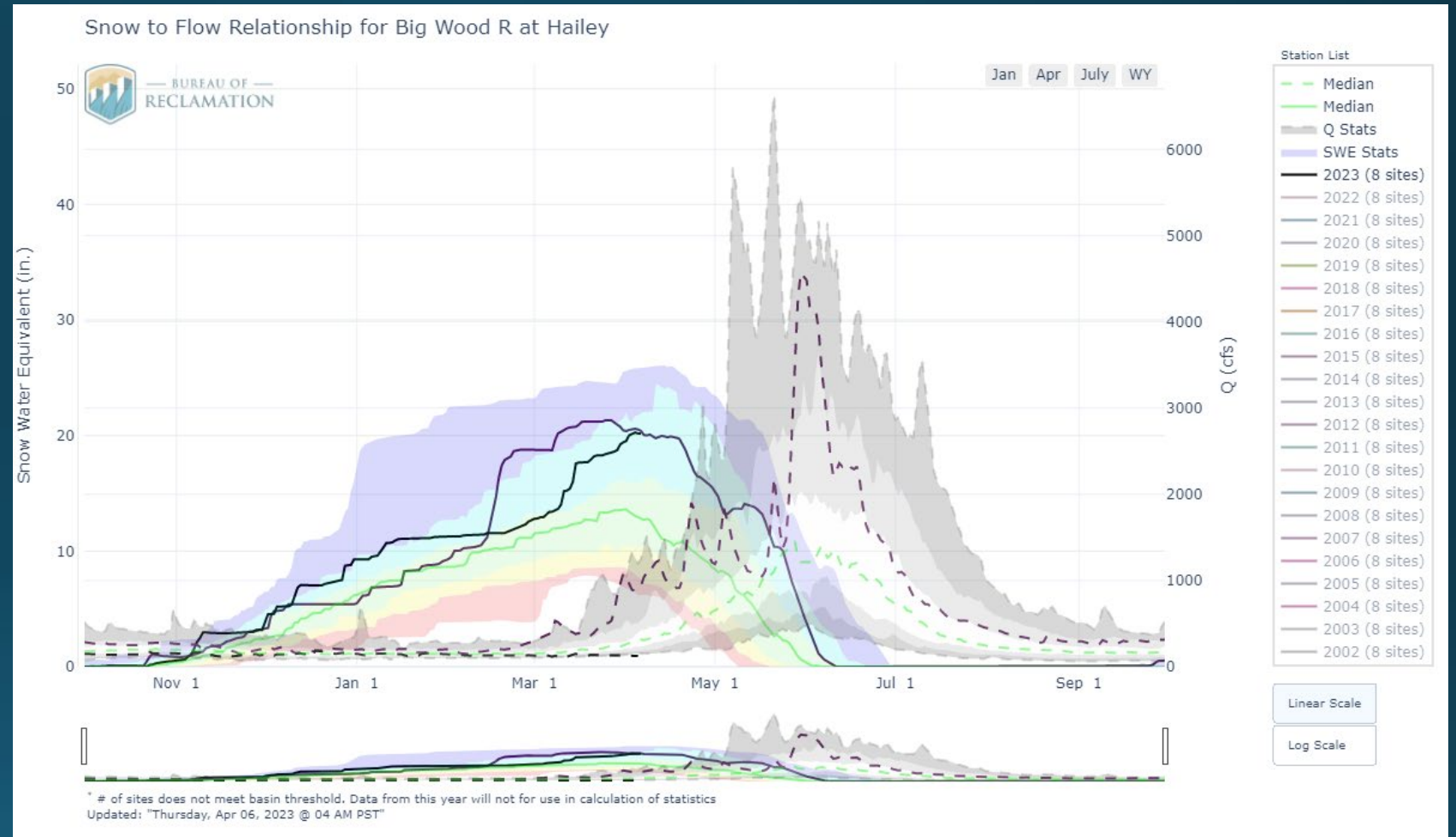
Flows have increased slightly with current warming but remain low

2023 (in black)
compared to
2017 (in brown)
2006 (in purple)

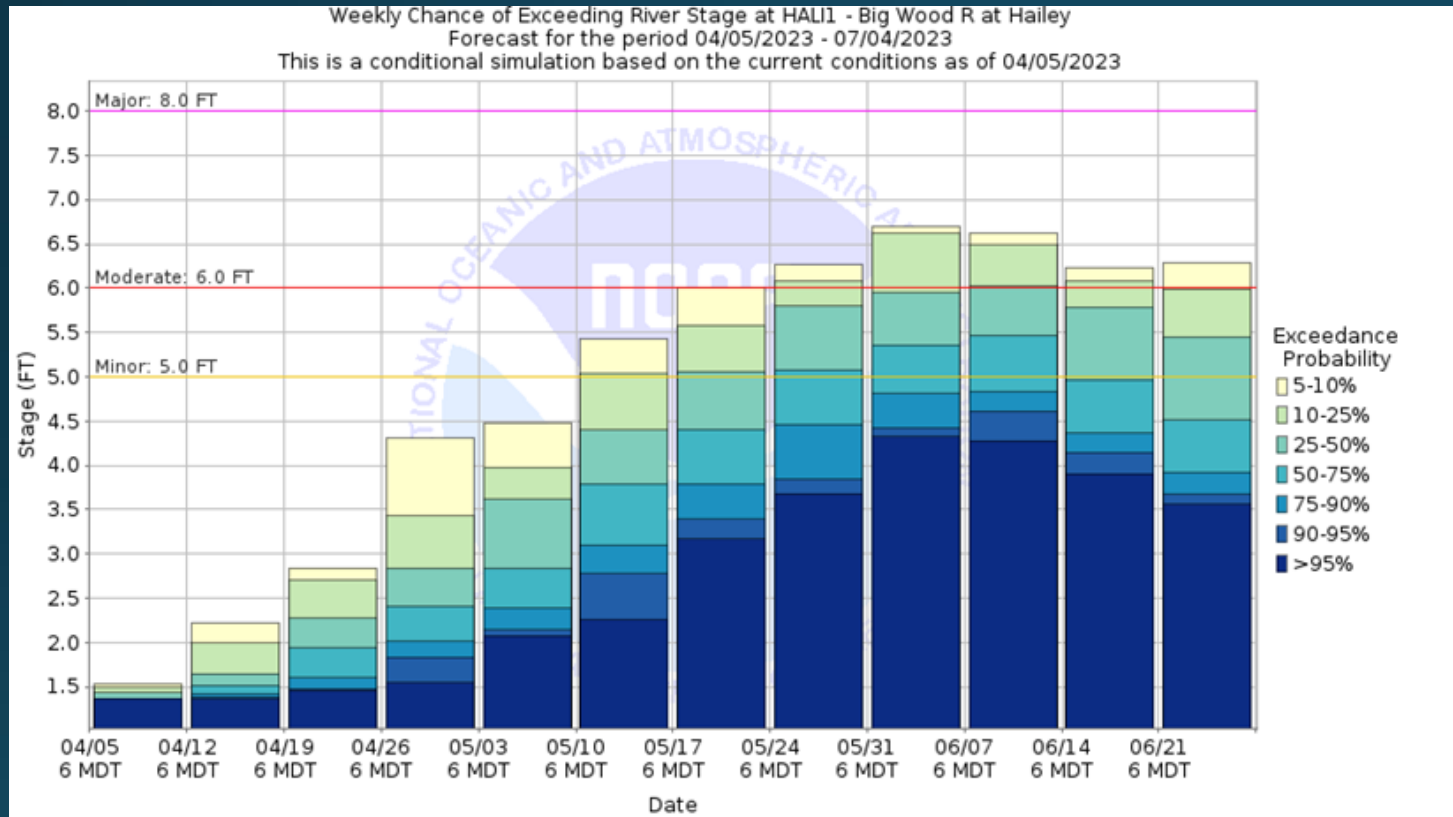


Four years with similar snowpack

Flooding occurred in one of those years



Probability as of April 10th



5/10 – 10%

5/17 – 25%

5/24 – 50%

5/31 – 70%

INCIDENT COMMAND SYSTEM

OVERVIEW



1970 Fire Season

- Multiple agencies responding without common terminology or communications.

Four Fundamental Principals

Commonality and uniformity between responding agencies will improve response performance.

- Timely, accurate, and **complete information** is paramount for effective crisis management.

Incident management procedures that are designed to integrate and support a **regional coordination** system will improve crisis management performance.

- **Modern technologies** can be effectively integrated into the Fire Service to improve response performance.

Today's Modern ICS Components

Common operating system

Common terminology

Accountability

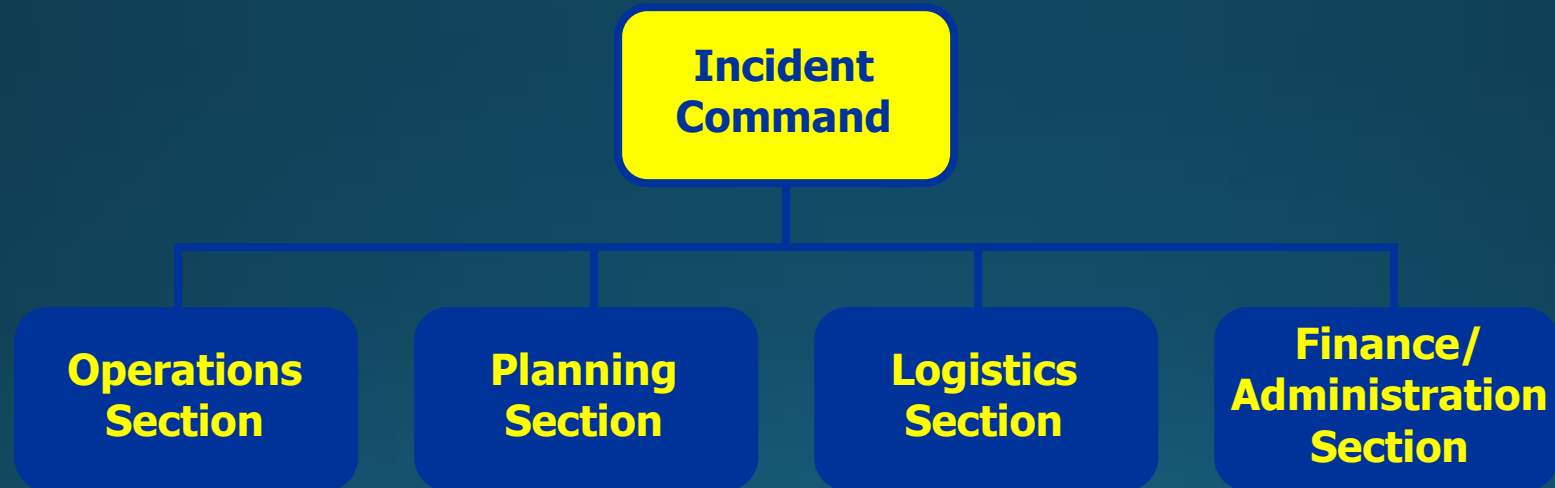
Common communications

Tracking

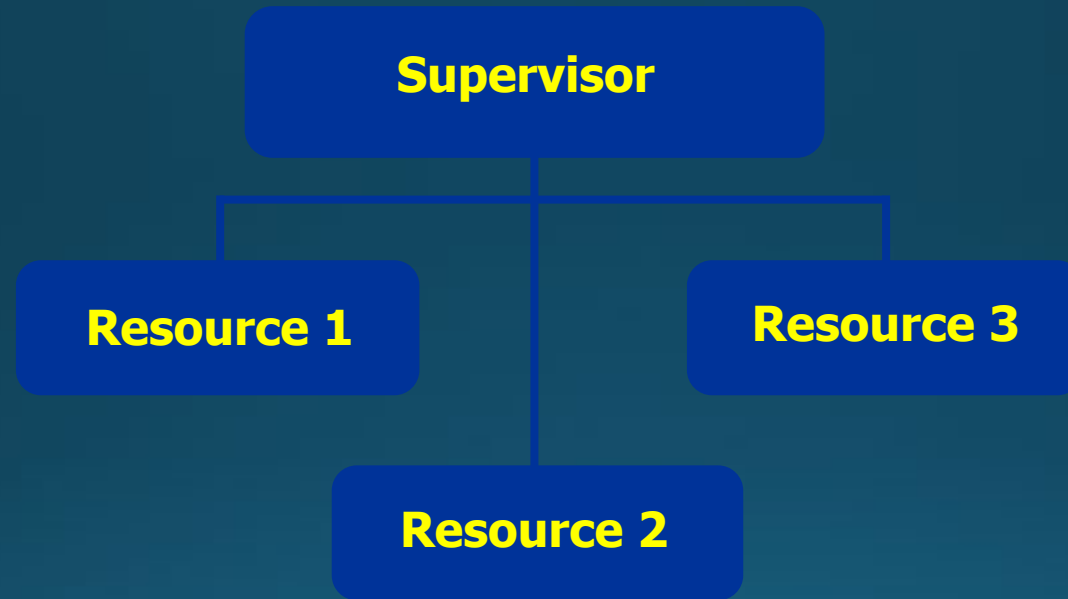
ICS is used for All Hazard Response



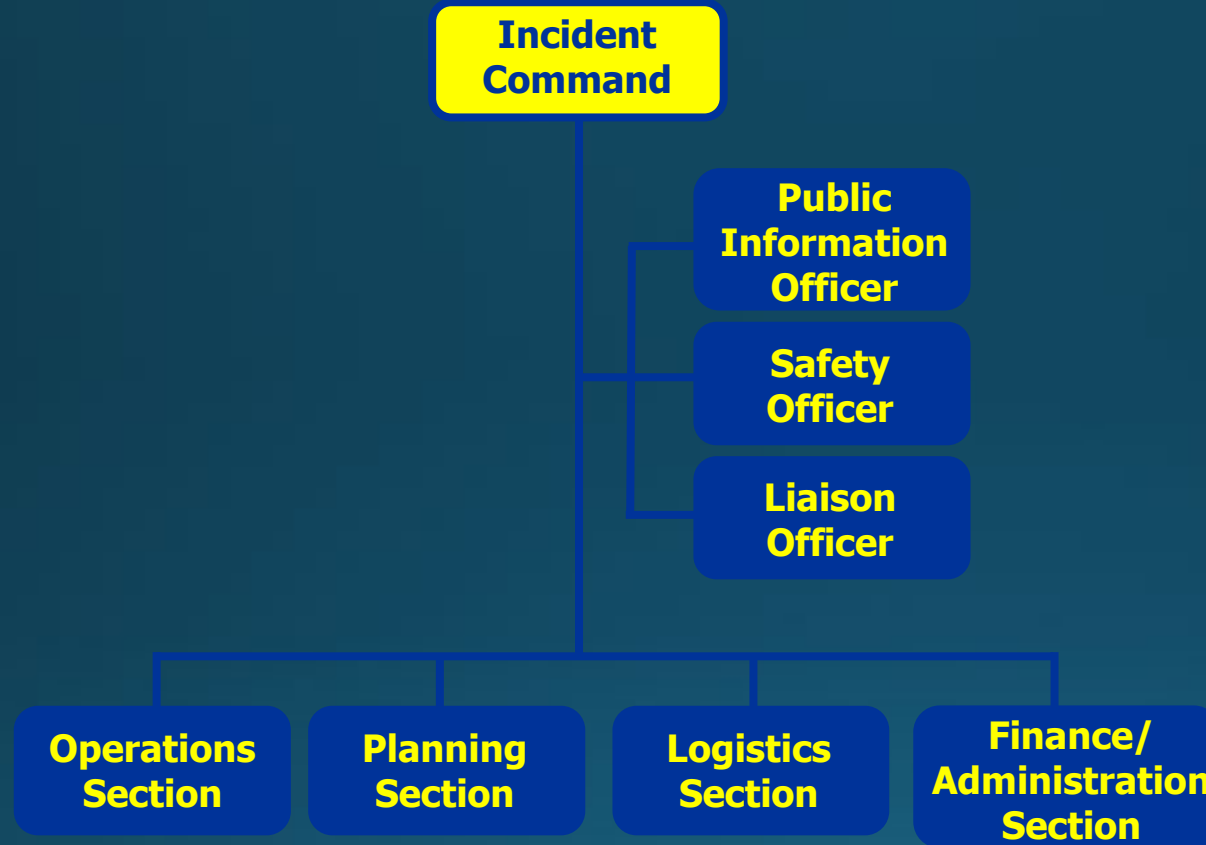
Five Major Management Functions



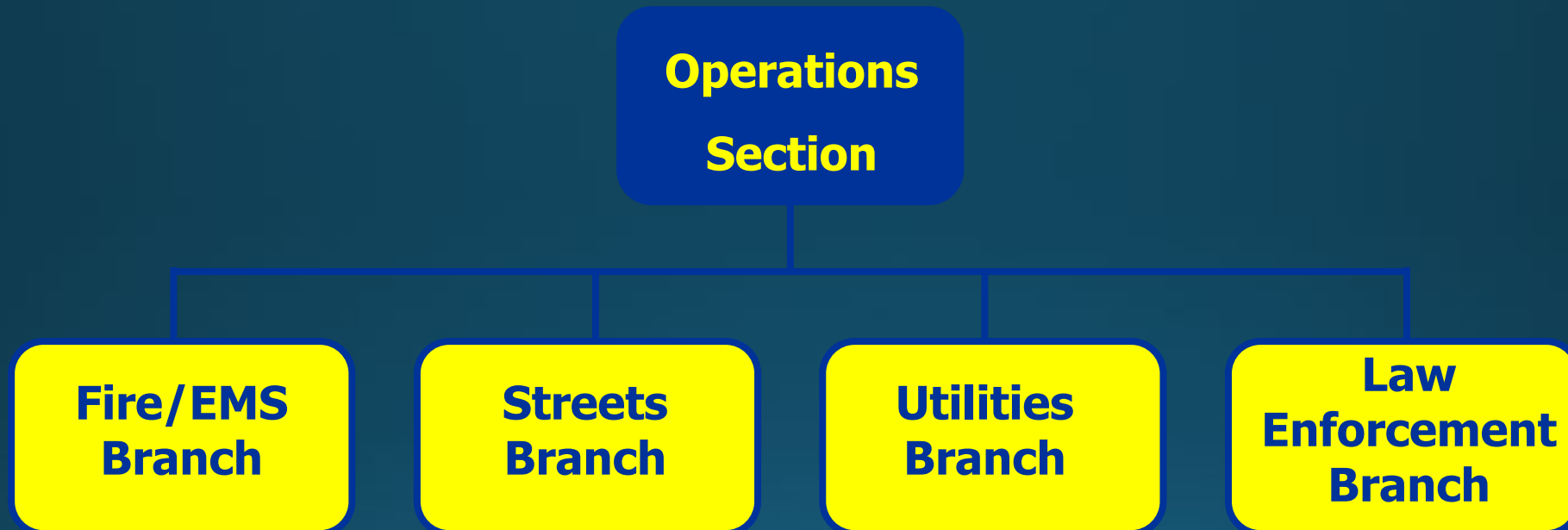
ICS Span of Control



Expanding the Organization



Operations Section



Planning Section



Situation Status



Maps



Resource Tracking



Weather Forecasts



IAP development

Logistics Section



Orders outside resources



Logistical support for responders

Finance Section



Time keeping for personnel and equipment



Documenting and processing claims



Tracking costs

CoK
Coordinated
Response



Ketchum Flood Planning

Preparedness

Response

Recovery

Example: Streets Dept

Preparedness

- Maintain stockpile of bags and sand

Response

- Barricade closed streets

Recovery

- Repair or replace damaged culverts

City Philosophy during Flooding Event

The City will respond to emergencies involving life safety with a response from the Fire Department.

The City will utilize City Departments, as needed, to protect City property and infrastructure.

Policies

Protection of Private Property



City will provide sandbags, when available

Filling and placement owner's responsibility

City will not sandbag private homes and businesses

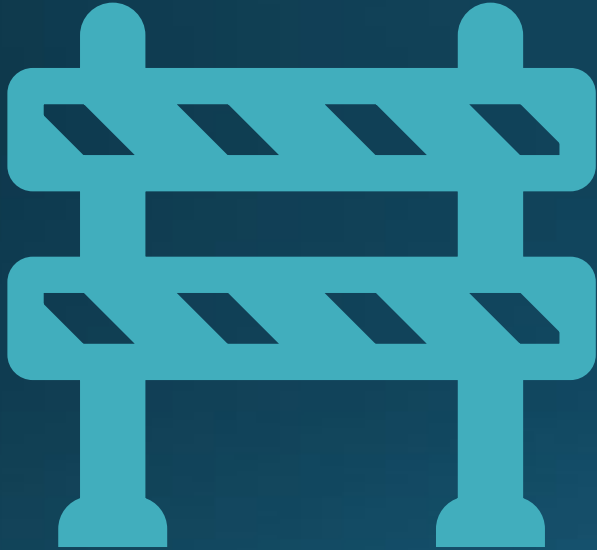


City will not provide pumping



Floodwaters cannot be diverted onto public roads without written permission from City

Policies - Evacuation



- Levels
 - Pre-evacuation.
 - Limited – allow residents and contractors?
 - Mandatory – Adults can stay “at own risk”.

Policies - Utilities



City may shut off water and sewer to affected areas.



City may request shutting off gas and electric to affected areas.

INCIDENT OBJECTIVES (ICS 202)

1. Incident Name: Ketchum Flooding Preparedness	2. Operational Period:	Date From: 4/4/2023 Time From: HHMM	Date To: 4/11/2023 Time To: HHMM
3. Objective(s): 1. Monitor weather, snowpack and stream flows for potential of flooding. 2. Inform public of possible flooding locations. 3. Review flood plans and update. 4. Evaluate supplies (sand, sandbags, etc.) and order as needed. 5. Confirm all contacts for assisting agencies and contractors.			
4. Operational Period Command Emphasis: Current emphasis is on preparedness for possible event within the next 60 days. Past flood events have occurred between early May and mid June.			
General Situational Awareness Big Wood River snowpack is at 157% of normal. Snowpack at higher elevations (Galena) is above normal but well below record levels. Snowpack at lower elevations (Chocoalte Gulch) is near record levels for this date. Peak snowpack at Chocolate Gulch is normally around this date. Peak snowpack for Galena is normally around April 30. Weather is colder than normal, but expected to warm by Saturday, 4/8/2023. Highs are forecast in the mid to upper 50's and lows will be around freezing.			
5. Site Safety Plan Required? Yes <input type="checkbox"/> No <input type="checkbox"/> Approved Site Safety Plan(s) Located at: _____			
6. Incident Action Plan (the items checked below are included in this Incident Action Plan):			
<input type="checkbox"/> ICS 203	<input type="checkbox"/> ICS 207	<u>Other Attachments:</u> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____	
<input type="checkbox"/> ICS 204	<input type="checkbox"/> ICS 208		
<input type="checkbox"/> ICS 205	<input type="checkbox"/> Map/Chart		
<input type="checkbox"/> ICS 205A	<input type="checkbox"/> Weather Forecast/Tides/Currents		
<input type="checkbox"/> ICS 206	<input type="checkbox"/> _____		



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

There is no recommended motion. This is a briefing on the six-month performance of the current fiscal year.

Reasons for Recommendation:

- Staff will review the attached presentation
- Overall, the General Fund and Enterprise funds are in a solid financial position. Snow removal operations have exhausted professional services/overtime in the Streets and Facilities budget which require access to fund balance for remaining fiscal year.
- Should Council feel comfortable with the proposed budget amendments, staff will advertise the required notice in the newspaper and schedule a public hearing in May/June.

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

Attached presentation addresses analysis of each city fund account.

Sustainability Impact:

The current fiscal year budget allocates equal funding for the Blaine County Sustainability Program as well as \$50,000 for sustainability efforts contained in the Capital Fund.

Financial Impact:

None OR Adequate funds exist in account:	To be conservative, staff is presenting the budget amendment for all funds assuming no revenue overage performance or expense savings and thus, utilization of fund balances. The last several fiscal years, we have seen net budget savings in all funds.
--	--

Attachments:

1. Staff presentation

FY 2023

6-Month Budget Review

As of March 31, 2023



General Fund



General Fund

REVENUES		FY23	FY22
Approved Budget	\$ 12,497,061		
Collected YTD	\$ 7,550,398	60%	51%
Remaining	\$ 4,946,664	40%	49%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 12,497,061		
Spent YTD	\$ 6,328,895	51%	46%
Remaining	\$ 6,168,168	49%	54%
NET POSITION	\$ 1,221,503		
Fund Balance FY22	\$ 5,763,011		
<i>17% restricted by council</i>	\$ (2,214,457)		
Fund Balance unrestricted	\$ 3,548,554		



Fiscal Year 2023 | 6 Month Review

General Fund – Budget Amendments

Revenue

1	#22813 Ambulance Contract Blaine Co	01-3320-8600	241,062
2	#22813 Ambulance Storage	01-3320-8610	36,000
3	KURA Reimbursement City Staff	01-3700-8798	52,739
4	Emergency Housing one-time transfer	01-3700-9000	250,000
5	Increase Budget from Fund Balance to balance	01-3700-9000	345,396
6	Planning & Building Fees over budget anticipated	various	430,000
7	Refund Clear Creek for over billing franchise agreement	01-3700-3600	35,000
8	Refund Blaine Co Sheriff FY2021	01-3700-3600	105,932
9	Refund Blaine Co Sheriff FY2022	01-3700-3600	147,870
10	Special Fire Fees (rate adjustments) over budget	01-3400-2250	49,626
11	Resort Cities Lobbyist	01-3700-3610	14,000
12	Blaine City Tour	01-3700-3650	8,000
13	Interest on investments LGIP over budget	01-3700-1000	133,534

Expense

14	Communications one time anticipated	01-4150-5100	(34,151)
15	Comp & Zoning Plan one-time anticipated	01-4170-4200	(80,000)
16	KURA Reimbursement City Staff	01-4193-1000	(100,266)
17	Blaine City Tour(reimbursed)	01-4193-4250	(8,000)
18	#23016 Blaine Co Sustainability	01-4193-6500	(88,802)
19	Transfer to CIP Blaine Co refunds FY2020 & FY2021	01-4193-8803	(253,802)
20	Transfer to City/County Housing	01-4193-8804	(266,349)
21	FY2022 KURA Reimburse In-Lieu fees transferred funds FY2023	01-4193-8810	(201,061)
22	Emergency Housing Transfer	01-4193-9930	(250,000)
23	#23032 Irish Electric (city hall HVAC)	01-4193-9930	(4,860)
24	#23033 Thorton Heating (city hall HVAC)	01-4193-9930	(21,961)
25	#23039 Lobbyist	01-4193-9930	(25,000)
26	#22813 Fire & Rescue New Ambulance FTE/ FAM Benies	01-4230-1000	(31,906)
27	#22813 Sean Dumke Firefighter/para ambulance	01-4230-1000	(88,094)
28	#22813 Fire & Rescue OT & Paid on call	01-4230-1500	(121,062)
29	#22813 Paramedic Certification	01-4230-4900	(5,200)
30	#23046 Apollo Professional Services Streets snow hauling	01-4310-4200	(25,000)
31	#23048 BD Financial Consulting	01-4150-4200	(15,000)
32	#23053 Western States 2nd Dozer Rental	01-4310-4200	(30,000)
33	Streets snow hauling and staff time anticipated	01-4310-4200	(198,645)



Fiscal Year 2023 | 6 Month Review

General Fund – Streets & Facilities Dept. Budget Amendments

Professional Services	
Additional snow hauling & fuel	\$ 127,000 (S) + \$ 31,000 (F)
Dozers	\$ 24,000
Summer flaggers/misc.	\$ 30,000
Estimated Total Professional SVC:	= \$ 212,000
Estimated shortfall	\$ 198,645

Overtime	
Chip seal	\$ 15,000
Wagon Days/misc.	\$ 11,000
Estimated Total OT:	= \$ 26,000
Estimated shortfall	\$ 36,343



Fiscal Year 2023 | 6 Month Review

Capital Improvement Fund

REVENUES		FY23	FY22
Approved Budget	\$ 2,549,374		
Collected YTD	\$ 898,085	48%	76%
Fund Balance Planned Use	\$ 418,246		
Remaining	\$ 1,233,043	52%	24%
<i>*Warm Springs Preserve transfer \$1,000,000 is budgeted, won't happen until FY24</i>			
EXPENDITURES		FY23	FY22
Approved Budget	\$ 2,549,374		
Spent YTD	\$ 486,859	19%	16%
Remaining	\$ 2,062,515	81%	84%
NET POSITION	\$ 829,472		
Fund Balance FY22	\$ 2,418,246		
Less Reserved	\$ (1,000,000)		
FY22 Uncompleted Projects	\$ 1,418,246		



Fiscal Year 2023 | 6 Month Review

Capital Improvement Fund – FY23 Key Projects

- Main Street Sidewalks current budget of \$374,100
 - ITD will not be able to advance the schedule
 - We can repurpose \$224,000, leaving remainder for design completion
- Misc. Sidewalks current budget of \$222,000
 - Reimbursement of new sidewalk section on 1st Ave with development (Consign Design) = \$43,167
 - 5th Street (alley to Leadville)
 - Engineer's estimate = \$184,400
 - Currently soliciting bids (anticipating higher than the estimate)



Fiscal Year 2023 | 6 Month Review

Capital Improvement Fund – FY23 Key Projects

- 4th Street paver rebuild and repair
 - Bid to complete full corridor = \$929,046
 - Scope reduction (East Ave to Main Street except Hotdog Hill) = \$460,144





Capital Improvement Fund – FY23 Key Projects

- Sun Valley Road

Total cost*	\$ 2,554,494
Budgeted amount	\$ 2,351,135
Difference if all contingency expended	\$ 203,359
*assumes KURA participation	\$ 481,670

- ~\$96,593 remains unspent in contingency



Capital Improvement Fund – FY23 Key Projects

- FY24 CIP – full update on May 1st

Anticipated project(s) cost	~\$ 3,000,000
EX: East Avenue and Walnut Avenue	
• Mill & inlay	\$ 1,051,000
• Full rebuild	\$ 1,345,982
• Heavier chipseal/fog spray treatment	\$ 88,300
Anticipating KURA fund request for public parking	TBD



Capital Improvement Fund – Budget Amendments

Revenue	1	Transfer from GF Blaine County Refund FY21 & FY22	03-3700-8701	253,802
	2	IDAHO POWER FRANCHISE	03-3100-6100	291,000
	3	IMPACT FEES	03-3400-72__	32,138
	4	INTEREST EARNINGS	03-3700-1000	63,316
	6	Transfer from LOT fund balance	03-3700-8722	400,000
	5	Transfer from Fire GO Bond for equipment	03-3700-8705	115,000
	6	URA FUNDING	03-3700-8798	418,670
Expense	7	Loader Cat 950 unanticipated repair	03-4310-7110	(10,970)
	8	Sun Valley Road Completion	03-4310-7100	(430,016)
	9	#23055 First Due (Fire Inspection Software)	03-4193-7200	(11,800)
	10	#23081 Tool Cat	03-4193-7610	(48,397)
	11	#23066 #2 Blower Head	03-4310-7120	(131,000)
	12	#23086 Pistenbully 200 Edge	03-4194-7620	(40,000)
	13	Sidewalks	03-4193-7110	(400,000)

LOT Analysis



Fiscal Year 2023 | 6 Month Review

Local Option Tax

REVENUES		FY23	FY22
Approved Budget	\$ 2,886,469		
Collected YTD	\$ 2,009,471	71%	78%
Remaining	\$ 836,999	29%	22%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 2,846,469		
Spent YTD	\$ 1,700,663	60%	58%
Remaining	\$ 1,145,806	40%	42%
*one-time NGO contracts have been paid			
NET POSITION	\$ 308,808		
Fund Balance FY22	\$ 400,563		



Fiscal Year 2023 | 6 Month Review

Local Option Tax

Revenue	1	Transfer from Additional 1% LOT for Admin Costs	22-3700-8725	66,247
	2	Interest on investments LGIP over budget	22-3700-1000	5,223
Expense	3	Lot Fund Transfer to GF CIP one-time	22-4910-8803	(131,128)
	4	Mountain Rides one-time	22-4910-6080	(242,000)
	5	SVED one-time	22-4910-6070	(15,000)
	6	Idaho Dark Sky Alliance one-time	22-4910-6075	(2,500)
	7	Friends of the Sawtooth Nation FSAC one-time	22-4910-6085	(4,000)
	8	Mountain Humane one-time	22-4910-6095	(4,500)

In-Lieu Housing Fund



In-Lieu Housing Fund

REVENUES		FY23	FY22
Approved Budget	\$ 305,000		
Budget Amendment	\$ 2,336,256		
Collected YTD	\$ 473,258		
Fund Balance Assigned	\$ 2,366,256	107%	112%
Remaining	\$ (168,258)	0%	
EXPENDITURES		FY23	FY22
Approved Budget	\$ 305,000		
Budget Amendment	\$ 2,366,256		
Spent YTD	\$ 768,449	29%	3%
Remaining	\$ 1,902,807	71%	97%
NET POSITION	\$ 2,071,065		
Carry Over FY22	\$ 2,366,256		

reserved for Blue Bird Village will amend FY23



Fiscal Year 2023 | 6 Month Review
In-Lieu Housing Fund

Revenue

1 Fund Balance Amend		2,366,256
2 Interest on investments LGIP	52-3700-1000	22,888
3 Housing In-Lieu anticipated	52-3700-7500	969,750
4 Bluebird #2 payment	52-4410-7116	(768,449)

Committed to Bluebird	\$ 3,300,000
Payments to date	\$ 1,320,000
Current balance	\$ 2,065,703
Expected new revenues	\$ 969,750
FY23 next payment	\$ 1,320,000
FY24 final payment	\$ 660,000
Projected ending balance	\$ 1,055,453
WA Street – KURA request	\$ 1,500,000

City County Housing Fund



Fiscal Year 2023 | 6 Month Review

City County Housing Fund

REVENUES		FY23	FY 2022
Approved Budget	\$ 848,349		
Collected YTD	\$ 217,080	94%	65%
Fund Balance	\$ 582,000		
Remaining	\$ 49,269	6%	35%
EXPENDITURES		FY23	
Approved Budget	\$ 848,349		
Spent YTD	\$ 350,799	41%	15%
Remaining	\$ 497,549	59%	85%
NET POSITION	\$ 448,281		
Fund Balance FY22	\$ 552,000		



Fiscal Year 2023 | 6 Month Review

City County Housing Fund

Revenue	1	City Transfer Contingency for Emergency Housing	54-3700-8701	250,000
	2	Lift Tower Lodge Rents	54-3700-2000	110,556
	3	Blaine County for Housing ARPA	54-3700-3600	60,000
	4	#22831 Blaine County for Housing	54-3700-3600	151,185
Expense	5	#20638 Nested extension	54-4410-4200	(15,750)
	6	Housing Amend Budget for added expenses	various	(340,481)
	7	Lift Tower Lodge operations	54-3700-5900	(110,556)
	8	Prog Admin & Prog Blaine County reimbursed #22831	various	(98,393)
	9	#23075 Wilro Plumbers LTL	54-4410-3200	(6,300)
	10	BCHA Contribution from the city	54-4410-8000	(45,000)

Enterprise Funds



Fiscal Year 2023 | 6 Month Review




Enterprise Fund – Water

REVENUES		FY23	FY22
Approved Budget	\$ 2,815,101		
Collected YTD	\$ 994,754	50%	31%
Fund Balance	\$ 421,833		
Remaining	\$ 1,398,514	50%	69%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 2,815,101		
Spent YTD	\$ 979,508	35%	34%
Remaining	\$ 1,835,593	66%	66%
NET POSITION	\$ 419,006		
Fund Balance FY22	\$ 1,337,512		



Fiscal Year 2023 | 6 Month Review

Enterprise Fund – Water

Usage History				
Year	Water Usage	%	Water Revenue	%
2020	91,740,000	-13%	\$ 548,893	-6%
2021	 120,507,000	24%	\$ 619,793	11%
2022	107,779,000	-12%	\$ 589,550	-5%
2023	 114,230,000	6%	 \$ 724,580	19%



Fiscal Year 2023 | 6 Month Review
Enterprise Fund – Water

Revenue	1	Interest on investments LGIP	63-3700-1000	30,126
Expense	2	Wood River Resource CD	63-4340-4300	(41,128)



Fiscal Year 2023 | 6 Month Review
Enterprise – Water CIP

REVENUES		FY23	FY22
Approved Budget	\$ 559,000		
Collected YTD	\$ 336,199	60%	68%
Remaining	\$ 222,801	40%	32%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 559,000		
Spent YTD	\$ 299,962	54%	47%
Remaining	\$ 260,327	46%	53%
NET POSITION	\$ 36,237		
Carry over FY22	\$ 556,762		



Fiscal Year 2023 | 6 Month Review

Enterprise – Water CIP

Revenue

1	Interest on investments LGIP	64-3700-1000	7,992
2	Connection Fees	64-3400-7200	30,982



Fiscal Year 2023 | 6 Month Review

Enterprise Fund – Wastewater

REVENUES		FY23	FY22
Approved Budget	\$ 6,868,120		
Collected YTD	\$ 1,716,814	55%	36%
Fund Balance	\$ 1,352,198		
Remaining	\$ 3,799,108	45%	64%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 6,868,120		
Spent YTD	\$ 3,115,121	45%	43%
Remaining	\$ 3,752,999	55%	57%
NET POSITION	\$ 46,109		
Carry Over FY22	\$ 1,484,358		



Fiscal Year 2023 | 6 Month Review

Enterprise – Wastewater CIP

REVENUES		FY23	FY22
Approved Budget	\$ 4,248,090		
Collected YTD	\$ 2,136,616	50%	54%
Remaining	\$ 2,111,474	50%	46%
EXPENDITURES		FY23	FY22
Approved Budget	\$ 4,248,090		
Spent YTD	\$ 123,950	3%	5%
Remaining	\$ 4,124,139	95%	95%
NET POSITION	\$ 2,012,666		
Fund Balance FY22	\$ 1,569,666		

**7,149,276 Bond Revenue April 25, 2023*



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Staff will review the attached proposed steps and associated dates
- Under state law, the Council must set the official public hearing date so that it can be transmitted to the County Clerk to appear on May property tax notices
- Staff seeks direction on the preferred date for the June half day budget workshop

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The annual budget process sets appropriation levels for the General Fund, Local Option Tax Fund, and the Enterprise Funds (Water, Wastewater).
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Attachments:

- | |
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| 1. draft FY24 budget development calendar |
|---|

FY24 Budget Development Process

- April 4** Department head kick-off session
- Review process and calendar
 - Review process to update department operating budgets (**due by April 21**)
 - Shellie will send out sheets this week (historical, draft FY23 budget)
 - Flag any issues
 - Schedule session with Jade/Shellie if needed
- April 10** Send email to NGO/Contract Agencies regarding budget development schedule (Aly)
- April 17** Council Meeting – Mayor & City Council Briefing
- Review current fiscal year performance/budget adjustments
 - Review and approve FY24 budget development calendar
- April 18** Dept Head session
- Review General Fund 5-year forecast
 - Review draft CIP
 - Citywide issues (e.g. wage compression)
 - Department issues (must have and like to have)
- April 25** Department Head session
- Review outcomes from department budget reviews
- April 28** Budget Hearing Notification to Blaine County
- May 1** Council Meeting
- Review department budgets/issues
 - Five-year forecast
 - Five-year CIP
 - Water Division 10-year financial model/CIP
- June 9** Draft budget book delivered to Council Members
- June 26** Mayor & City Council Strategic Planning Session (**half day – to be confirmed**)
- Review draft budget and provide feedback
- July 3** Council Meeting – Finalize budget and present for tentative approval vote
- July 17** Council Meeting – Public Hearing and update on fees/charges
- August 7** Council Meeting – First Reading of Ordinance readings
- August 21** Council Meeting – Second Reading of Ordinance
- September 5** Council Meeting – Third Reading of Ordinance
- September 6** L-2 tax levy due to the County